# SOUNDS OF SUMMER BTS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE OR PAYMENT IMPROVE ONE'S CHANCES OF WINNING.

MINORS MUST HAVE PERMISSION FROM THEIR PARENT OR LEGAL GUARDIAN IN ORDER TO ENTER. PRIZE WILL BE AWARDED IN THE NAME OF A MINOR'S PARENT OR LEGAL GUARDIAN. MANY WILL ENTER, ONE WILL WIN. VOID WHERE PROHIBITED.

## I. NAME OF SPONSOR

ABC Radio Networks Assets, LLC d/b/a Radio Disney ("**Sponsor**"), 500 S. Buena Vista St., Burbank, CA 91521, whose decisions are final and binding as to all aspects of this sweepstakes ("**Sweepstakes**").

## II. ELIGIBILITY

The Sweepstakes is open to anyone thirteen (13) years of age or older who is a legal resident of, and physically resides within the fifty (50) United States or the District of Columbia. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, and any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, immediate family members and household members of such individuals, and any person who, within the past six (6) months, has been awarded a prize in any sweepstakes conducted by Sponsor, are all ineligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

## III. HOW AND WHEN TO ENTER

**Entry:** You may enter this Sweepstakes during the period beginning at 3pm Pacific Time ("PT"), August 10, 2018, and ending at 3pm (PT), August 23, 2018 ("**Entry Period**") by watching Radio Disney's FriYAY Livestream ("Livestream") airing on Radio Disney's social platforms: Youtube, Facebook, Instagram, Lively at 3pm PT on August 10, 2018. During the Livestream, one (1) code word will be announced. To be eligible, you must enter the code word on <a href="http://radio.disney.com/">http://radio.disney.com/</a> ("**Website**") when prompted as explained below.

**Existing Member**: As a Member of Disney.com, you may enter by logging into RadioDisney.com ("**Website**") with your username ("**Username**") or email address ("**Address**") and password. You can enter the Sweepstakes by following the instructions on the Website including entering the code word. You will need to check a box agreeing to these Rules and then hit the "Enter" button to complete your entry into the Sweepstakes ("**Entry**"). If this box is not checked, you will not be able to enter the Sweepstakes; OR **Non-Member**: If you are not a Member of Disney.com, you may become a Member

for free by visiting the Website, clicking on the "Not registered?" link and providing the requested information on the registration form through the "Create Your Disney Account" section on the Website. In order to become a Member, you will be required to click where indicated to signify that you accept and agree to be bound by the Terms of Use ("TOU") located at <a href="http://disneytermsofuse.com">http://disneytermsofuse.com</a>. Once you are a Member, you may enter the Sweepstakes by following the instructions on the Website including entering the code word. You will be automatically sent back to the entry page on the Website, where you will need to check a box agreeing to these Rules and then hit the "Enter" button to complete your Entry. If this box is not checked, you will not be able to enter the Sweepstakes.

Normal internet access and usage charges imposed by your online service will apply. If an Entrant accesses the Sweepstakes on his/her mobile device to enter, the Entrant's wireless service provider may charge the Entrant for applicable data charges. Other charges may apply (such as normal airtime and carrier charges) and may appear on the Entrant's mobile phone bill or be deducted from his/her prepaid account balance. Wireless carriers' rate plans may vary, and the Entrant should contact his/her wireless carrier for more information on rate plans and charges relating to his/her participation in this Sweepstakes. Wireless service may not be available in all areas. Each Entrant should check his/her mobile device capabilities for specific instructions.

For purposes of these Rules, all times are PT. Sponsor's computer is the official time-keeping device for the Sweepstakes. It is solely your responsibility to notify the Sponsor if you or your Parent changes your Address. To do so, go to <a href="https://disneyprivacycenter.com/communication-choices/">https://disneyprivacycenter.com/communication-choices/</a>, log into your account (from your computer only) with your Username/Address and password, click on "Modify" and follow the instructions on how to change the Address.

# IV. PRIZE

**One (1) prize:** The winner ("Winner") will win a prize consisting of the following:

A three (3) day / two (2) night trip for up to four (4) people (Winner and up to three (3) guests) ("Group") to attend a BTS concert ("Concert") in Los Angeles, CA ("City").

Prize consists of the following elements ("Prize"): [a] room accommodations consisting of one (1) standard room (quadruple occupancy) for up to two (2) nights at a hotel selected by Sponsor in its sole discretion ("Hotel"); [b] up to four (4) Concert tickets; and [c] if the Winner resides more than two-hundred and fifty (250) miles from the City: (i) round-trip coach air transportation for the Group between a major U.S. gateway airport near the Winner's residence and an airport near the City ("Destination") as selected by Sponsor in its sole discretion, (ii) round-trip car service transfers for the Group between the Destination and Hotel, as determined by Sponsor in its sole discretion, and (iii), round trip ground transportation between the Hotel and the location of the Concert and Store as selected by Sponsor in its sole discretion. The foregoing air travel and ground transportation shall be collectively referred to herein as "Trip." There are no other prizes available to be won.

Group must travel on the same itinerary and must travel by September 8, 2018 on Sponsor selected dates that correspond with the Concert selected by Winner.

If Winner is unable to travel during the dates designated by Sponsor, the Prize will be forfeited in its entirety and an alternate Winner will be selected from among all eligible entries received during the Entry Period, time permitting. All elements of the Prize are determined at the sole discretion of the Sponsor, including, but not limited to, Concert, and Trip if applicable. Sponsor makes no representation as to the participation of the Artists in the Meeting portion of the Prize. Meeting has no cash value and is subject to talent availability and professional commitments. If Meeting is less than three (3) minutes, Sponsor's liability shall be limited to awarding the remaining elements of the Prize to Winner. In the event the Winner is able to travel on the scheduled travel dates, but Meeting or Concert portions of the Prize do not or cannot take place as scheduled or at all, for reasons including, but not limited to, scheduling conflicts, cancellations, postponement, location changes, an event of force majeure, or for any other reason, then Sponsor reserves the right to award the remainder of the Prize with no further obligation to the Winner. Group must follow all instructions of Sponsor related to the Prize and/or Trip. Should Group fail to adhere to any such instructions or engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate the Prize and/or Trip or other applicable experience early, in whole or in part, and send Group home and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to Group. Date and location of Concert are subject to change. Concert portion of the Prize is subject to, and Sponsor is not responsible for, terms and conditions for concert admittance, changes to production schedule, production exigencies or delays, postponements or cancellation. Group must comply with the Concert's rules and regulations at all times. Failure to do so may result in forfeiture of the Prize. Prize is subject to availability. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including but not limited to: meals, alcoholic beverages, fax, gratuities and tips, insurance, baggage fees, laundry service, merchandise, parking, room service, service charges, incidental charges, souvenirs and telephone calls. Airline carrier and hotel regulations and conditions apply, and Entities will not be liable for any expenses incurred as a consequence of flight cancellation/delay. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's approval. If Winner is a minor (as defined by his/her state of primary residence), Winner must be accompanied by his/her Parent as a member of the Group, and if a guest of Winner is a minor (as defined by his/her state of primary residence), such guest must be accompanied by his/her Parent as a member of the Group. All members of the Group will be required to execute and return a "Release of Liability" prior to ticketing. Members of the Group are solely responsible for obtaining any and all necessary travel documents (passports, valid photo I.D., credit card, etc.) before departure. Approximate retail value of the Prize ("ARV"): \$4,000.00, which will vary depending upon points of departure and seasonal fluctuation of lodge rates and airfares. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. Prize is not redeemable for cash or transferable. Sponsor reserves the right, at its sole discretion, to substitute the Prize (or elements thereof) with one of comparable or greater value. The Prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. Any damaged, lost or stolen tickets, will not be replaced. Winner will not receive compensation from Sponsor for Prize elements, including, but not limited to, Concert tickets or Trip that the Winner is unable to use for any reason, and such unused portion of the Prize will be forfeited. If Winner chooses to bring less than the allotted number of guests, the Prize will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the Winner. Winner may not charge any guest for participating in the Prize. Prize is awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Sponsor. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, these Rules shall prevail and govern.

## V. HOW AND WHEN SWEEPSTAKES WINNER WILL BE SELECTED AND NOTIFIED

On or about August 24, 2018, one (1) potential sweepstakes winner ("Sweepstakes Winner") will be selected at random from all eligible Entries received. Sweepstakes Winner must meet all eligibility requirements. The potential Sweepstakes Winner will be notified by phone or email on or about August 24, 2018; and will receive an affidavit of eligibility/compliance with Rules, publicity/liability release and indemnification ("Release") via mail within two (2) days after successful notification. All legal responsibilities of a minor (as defined by state or province of primary residence) entrant under the Rules will be assumed by a Parent; and the prize will be awarded to the Parent for the benefit of the minor (as defined by state or province of primary residence) Sweepstakes Winner. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Sweepstakes Winner may result from any of the following: [a] potential Sweepstakes Winner's failure to respond to phone notification within forty-eight (48) hours after its transmission [b] potential Sweepstakes Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [c] potential Sweepstakes Winner's failure to execute and return the Release within ten (10) days after it is received; [d] potential Sweepstakes Winner's failure to validly claim the prize by August 31, 2018; [e] potential Sweepstakes Winner's failure to be available to make the trip during Sponsor designated dates, and [f] any other non-compliance with these Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Sweepstakes Winner, time permitting. The Prize will be awarded, provided it is validly claimed by August 31, 2018 after which Sponsor will make reasonable efforts to select an alternate Winner, time permitting.

Odds of winning depend on the total number of eligible Entries received. Many will enter; only one (1) will win. Federal, state, provincial and local taxes are the sole responsibility of the Sweepstakes Winner (or their Parent if Sweepstakes Winner is a minor as defined by the state or province of primary residence), who, if an American, must provide a validly completed IRS Form W-9 and the total value of the prize will be reported on an IRS Form 1099. If Sweepstakes Winner (or their Parent if Sweepstakes Winner is a minor as defined by the state or province of primary residence) is not a resident of California he/she will be subject to California nonresident tax withholding at a rate of 7%. Sponsor is not responsible for any circumstances that make it impractical or impossible to fulfill all elements of the prize; Sponsor's only obligation will be to provide the remaining elements, if any, of the prize.

## **VI. RELEASES**

By entering this Sweepstakes and/or accepting any prize, entrants agree that: [a] you will be bound by these Rules and the decisions of the Sponsor, which shall be final in all respects; [b] you release and hold harmless the Sponsor, each of their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") from any and all liability for

claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in the Sweepstakes or any Sweepstakesrelated activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; [c] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prize; [d] Sweepstakes Winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use your name, voice, likeness, photograph, biographical and prize information, city and state of residence and Entry materials ("Likeness") for programming, publicity, advertising or promotional purposes, in any and all media now known or hereafter created or conceived, worldwide in perpetuity, without further compensation unless prohibited by law (Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion); [e] Sweepstakes Winner's acceptance of prize constitutes the grant to Sponsor and assigns to discuss Likeness in programs, and Sweepstakes Winner acknowledges that such discussion may include statements or opinions by the program talent or others about the Likeness and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them and agrees to release and hold harmless the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions that may be made regarding the Likeness; [f] if for any reason the Sweepstakes is not capable of running as planned, including but not limited to, infection by computer virus, bugs tampering, unauthorized human or other intervention, fraud, technical failures, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lockouts, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, affect, prevent or impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to determine the Sweepstakes Winner using all non-suspect eligible Entries received up to time of cancellation or by such method as Sponsor in its sole discretion shall consider equitable; [g] the Released Parties are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human error, errors in the advertising, Rules, selection and announcement of the Sweepstakes Winner and distribution of the prizes; [h] any portion of the prize not accepted or used by the Sweepstakes Winner will be forfeited; [i] the Released Parties are not responsible for any inability of the Sweepstakes Winner to accept or use the prize (or any portion thereof) for any reason; [j] the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (1) tampering or attempting to tamper with the Entry process or the operation of the Sweepstakes; (2) violating the Rules; (3) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; (4) acting in bad faith, unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (5) for any other good cause as determined solely by the Sponsor; [k] Sponsor has the right to modify prize award procedures at its sole discretion; [I] all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the prize, or the meaning or interpretation of the Rules shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; [m] all Claims shall be resolved individually, without resort to any form of class action; and [n] all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will you be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waive all rights to have damages multiplied or otherwise increased. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Rules) in the state and federal courts of Los Angeles County.

## VII. PRIVACY

Personal information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's privacy policy, available at http://disneyprivacycenter.com

## VIII. MISCELLANEOUS; WINNER'S LIST

Void where prohibited or restricted by law and subject to all applicable federal, state, provincial, local and municipal laws and regulations.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process and to cancel, terminate, modify and/or suspend the Sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Sweepstakes as originally planned.

For name of the Sweepstakes Winner (after August 31, 2018 but before November 30, 2018), send a self-addressed, stamped #10 envelope to: American Idol Live! 2018 Sweepstakes c/o Radio Disney Marketing, 500 S. Buena Vista. St. Burbank, CA 91521.