



**KCRA, KQCA, *Disneyland*® Resort
“Magic Memories Getaway” Sweepstakes
Official Rules**

1. **GENERAL: No purchase necessary.** MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or restricted by law. This Sweepstakes is subject to all applicable federal, state, and local regulations. The “Magic Memories Getaway” Sweepstakes (“Sweepstakes”) is sponsored by KCRA 3 and Disneyland Resort Promotions (Together, “Sponsor”).
2. **PRIZES AND ODDS OF WINNING:**
One (1) Winner will receive: One (1) vacation package to the Disneyland Resort (“Premises”) for up to four (4) persons (“Vacation Package”) and consisting of the following:
 - (i) Up to four (4) round trip coach air fares between the Sacramento (SMF) airport and the Southern California airport as chosen by Disney (with possible layovers); provided, however, if the Winner resides within 250 miles of the Premises, air fare will not be provided to the Winner.
 - (ii) A voucher for up to four (4) round trip ground transfers between the Southern California airport and the Premises; provided, however, if the winner resides within 250 miles of the Premises, transfers will not be provided to the Winner.
 - (iii) Room accommodations consisting of one (1) standard room (with a maximum of four (4) persons per room) for two (2) consecutive nights at a Premises or Premises area hotel selected by Disney in its sole discretion.
 - (iv) Up to four (4) 3-Day 1-Park Disneyland® Resort Tickets good for admission to Disneyland® Park or Disney California Adventure® Park, but not to both Parks on the same day (subject to restrictions).

Certain restrictions shall apply to the Vacation Package, which restrictions shall be determined by Disney in its sole and absolute discretion. Winner and his/her guests must travel together on the same itinerary. The Vacation Package shall not include the following: airport departure fees; baggage fees; travel insurance; hotel room service; parking fees; laundry service; food; alcoholic beverages; merchandise, souvenirs, etc.; local and long distance telephone calls; tips, gratuities, service charges, resort fees; and any taxes; or all other charges not explicitly included in the packages pursuant to this Agreement. The Vacation Package (and all elements thereof) may not be sold, redeemed for cash, traded, transferred or rescheduled, except in Disney’s sole and absolute discretion.

The Estimated Retail Value (“ERV”) of the Vacation Package is two thousand eight hundred and sixty-eight dollars (\$2,868.00). (ERV may vary depending on the cost of airfare at the time of booking.)

Travel for the Vacation Package awarded by the Sponsor must be completed by March 15, 2020 and the Winner(s) and his/their guests must travel together on the same itinerary. Tickets must be used by March 15, 2020. Vacation Package fulfillment is subject to certain restrictions and is subject to hotel availability at the Disneyland® Resort. Advanced reservations required. Winners must be at least eighteen (18) years of age to enter and win. Travelers under the age of eighteen (18) must be accompanied by a parent/legal guardian who must be at least eighteen (18) years of age. Vacation Package, Vacation Package components and Tickets may not be sold, redeemed for cash, traded, transferred, or rescheduled to dates other than as set forth above. Once booked, the itinerary cannot be changed, or prize will be forfeit. Vacation Package components may not be separated. Certain travel restrictions apply. Promoter is the Sponsor of the Sweepstakes. KCRA 3, KQCA My58, Hearst Communications Inc., Disney, its parent, subsidiary, related and affiliated companies and their respective officers, directors, employees and agents shall be released and discharged from any and all legal claims, losses injuries, demands, damages, actions, and /or causes of actions which arise out of and/or in any way relate to the prize, the receipt, use and/or enjoyment of the prize and/or the Promotion.

Winner will be contacted by phone or email by an employee or agent of KCRA 3. Winner is subject to verification.

Odds of winning Prize depend on the number of valid entries submitted during the Entry Period.

3. **ELIGIBILITY:** Sweepstakes is offered only to legal U.S. residents who are 18 years of age or older at the time of entry. Limit one entry per person. Sweepstakes is offered only to California residents who reside within the Sacramento-Stockton-Modesto Designated Market Area (“DMA”) as determined by Nielsen Media Research Services. Current and former employees of KCRA-TV, KQCA, Hearst Television Inc., Hearst Stations Inc., *Disneyland*® Resorts (Together “Sponsor”) and current employees of Hearst Corporation, Woobox and each of their respective parents, subsidiaries, affiliates, franchisees, licenses, directors, owners, employees and agents, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies (collectively, the “Sweepstakes Entities”), and the immediate families or members of the same households of such individuals are not eligible. The term “immediate families” refers to spouses, parents, children, siblings, grandparents, and grandchildren. No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting

eligibility requirements at the time of entry. Winners of a KCRA-TV or KQCA My58 Sweepstakes within the past year from the entry deadline date are not eligible. Sponsor reserves the right to disqualify any entrant if these Sweepstakes Rules are not followed. By entering, you agree to comply with all applicable law and these Sweepstakes Rules, and you agree to abide by all decisions of the Sponsor. Internet access is necessary in order to enter. Void where prohibited.

4. **HOW TO ENTER:** By entering, you agree to comply with all applicable law and these Sweepstakes Rules, and you agree to abide by all decisions of the Sponsor. Entry period begins Monday, March 11, 2019 at 11:59 a.m., and ends at 11:59 p.m. Pacific Time on Sunday, March 24, 2019. To enter, go to www.KCRA.com/contests, and follow the instructions to upload your holiday-themed “Disney Memories” photo to the KCRA “Disney Memories Getaway” Sweepstakes. All times in these rules refer to Pacific Time (“PT”).

Eligible photos may be displayed in a slideshow on www.KCRA.com. To be eligible, photo submissions must meet the following criteria, and, by submitting a photo you warrant that your submission meets each of the following criteria: (1) Photos must be deemed family friendly, in the sole discretion of Sponsor. (2) No personally identifiable information for any persons under the age of 18 may be included in the photo. (3) You may only contribute photos that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. (4) By entering, you grant permission for KCRA.com and Sponsor to receive and display the photo. (5) You warrant that you have permission from any and all persons appearing in your photo for you to make the submission and grant the rights described herein. (6) You may not contribute photos that contain expressions of hate, abuse, offensive images or conduct, obscenity or pornography or any material that could give rise to any civil or criminal liability under applicable law or regulations or any material that is otherwise inappropriate, as determined in the sole discretion of Sponsor. (7) You may not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this website. (8) By uploading a photo, (a) you grant to www.KCRA.com, Sponsor, and Sweepstakes Entities a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any material included in such photo on the Internet, on television, and in, on, or through all other media; and (b) you certify that any person appearing (whether in whole or in part) in the submitted photo (or, if a minor, his/her parent/guardian) authorizes Sweepstakes Entities to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute (“Use”) the photo and any material included in such photo on the Internet, on television, and in, on, or through all other media; and (c) you agree to indemnify KCRA.com, Sponsor, and Sweepstakes Entities and their affiliates, directors, officers and employees and hold them harmless from any and all claims

and expenses, including attorneys' fees, arising from Use of the photo and/or your failure to comply with these rules.

Photos that are initially displayed on KCRA.com and are later determined, in Sponsor's sole discretion, not to be eligible will be disqualified and/or removed from KCRA.com. Limit one entry per person.

Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned. If detected, incomplete and multiple entries beyond one eligible entry are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means and detected as such are void. Sponsor reserves the right to remove or disqualify any photo submission that infringes or appears, in Sponsor's sole discretion, to infringe another party's intellectual property rights, or is lewd or indecent, or that contains expressions of hate, malice, racism, misogyny, or is otherwise distasteful or inappropriate in Sponsor's sole discretion.

All dates and times are subject to change in the event of human error or technical issues affecting KCRA 3, Sponsor, or entry process, or any other condition that warrants, in KCRA 3's sole discretion, a delay, suspension, revision, or termination of the Sweepstakes.

5. **HOW TO WIN:** One (1) winner will be randomly selected on or soon after March 25, 2019, from all eligible entries and will be contacted by phone or email by an employee or agent of KCRA 3.

Winner must respond to such notification, by calling the Sweepstakes coordinator provided in the notification, within forty-eight (48) hours after the notification is sent by Sponsor, or the Winner will be subject to disqualification, in which case the Prize will be forfeited, and an alternate Winner will be randomly selected from among the remaining eligible entries, time permitting. Winners may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within thirty (30) days following the date of first attempted notification. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within thirty (30) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification. Prize must be claimed in person during normal business hours between 8:30am and 5:30pm at KCRA-TV, 3 Television Circle, Sacramento, CA 95814. Prize must be claimed by April 25, 2019. To claim prize, winner must provide a valid driver's license, state identification card, or other valid government-issued photo identification satisfactory to KCRA-TV 3 in its sole discretion. If prize is not claimed by claim date, it will be subject to forfeiture.

6. **PUBLICITY RELEASE:**

Except where prohibited, entry in the Sweepstakes constitutes each entrant's consent to Sweepstakes Entities to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the internet, television, radio, or offline promotions), each Winner's name, city, photograph, likeness, biographical material, voice, image, and all submitted materials, each in perpetuity without further compensation, credit or right of review or approval.

7. **TERMS AND CONDITIONS; LIMITATION OF LIABILITY:** Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. WINNER AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prize. Winner's guest(s), if applicable, may be required to execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner.

8. DISCLAIMER/INTERNET:

If for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, human error, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Sweepstakes, the Sponsor reserves the right in their sole discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select winners from eligible entries received as of any termination date. Sponsor may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Sweepstakes Entities: (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, hardware, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website; or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

9. ARBITRATION/CHOICE OF LAW:

EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN EFFECTIVE, AND ANY AND ALL CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER

DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. Arbitration in New York County, New York shall be the exclusive forum and venue for any dispute relating to these Rules and for this Sweepstakes. If arbitration is prohibited, then and in such event, the courts of New York in New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of New York in New York County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. **OFFICIAL RULES AND LIST OF WINNERS.** To receive a copy of these official Sweepstakes Rules, visit www.KCRA.com, or send an SASE to or visit KCRA-TV 3, 3 Television Circle, Sacramento, CA 95814, Attn: KCRA Magic Memories Getaway Sweepstakes Rules. Rules requests must be received by March 25, 2019. Official Rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Sweepstakes Rules as necessary, in their sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law. For a list of the winner's name, send a SASE for receipt by May 24, 2019 to: "KCRA Magic Memories Getaway Sweepstakes Winners' List," at the address listed above.

11. **SPONSOR:**
KCRA 3, 3 Television Circle, Sacramento, CA 95814;

Disneyland Resort Promotions, Attn: Luis De Castro - TDA 428M, 1020 W. Ball Rd., Anaheim, CA 92802.