

Military Thank You Giveaway

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID IN GUAM, PUERTO RICO AND ALL OTHER
U.S. TERRITORIES AND POSSESSIONS
AND WHERE PROHIBITED BY LAW.**

- 1. Description:** The **Military Thank You Giveaway** (“Sweepstakes”) begins at 12:01 a.m. Pacific Time (“PT”) on Saturday, November 15, 2008 and ends at 11:59 p.m. PT on Friday, January 2, 2009 (“Sweepstakes Period”). Pacific Time shall control for all purposes of this Sweepstakes. Sponsor’s (as defined below) computer shall be the official clock for purposes of the Sweepstakes.
- 2. Eligibility:** Open only to persons 18 years of age or older as of the date of entry, who are permanent legal residents of the 50 states of the U.S., Washington D.C. (excluding Guam, Puerto Rico, and all other U.S. territories and possessions) who are physically located and legally residing therein and who are active or retired military personnel from a major U.S. military force, as determined by Sponsor (i.e. Air Force, Army, Navy, Marine Corps, National Guard, Coast Guard) and/or members of their immediate families (parents, children, siblings, spouses, regardless of whether they reside with such military personnel). Entrants must have either a valid social security number and/or a valid U.S. personal tax identification number. Employees and agents of Buena Vista Television (“Sponsor”), The Walt Disney Company, WABC-TV, American Broadcasting Companies, Inc., *Live with Regis & Kelly* (“Show”), T-Mobile USA, Inc., Sweepstakes administrator, participating stations, stations airing the Show, and their respective advertising and promotion agencies, and those involved in the production, development and handling of Sweepstakes, and each of their respective agents, officers, directors, prize suppliers, parent companies, affiliates and subsidiaries (collectively “Sweepstakes Entities”), and members of their immediate families (parents, children, siblings, spouses, and their respective spouses, regardless of where they reside) and/or persons living in the same households as such persons, whether related or not, are ineligible to enter Sweepstakes.
- 3. How to Enter:** To enter the Sweepstakes, access the *Live with Regis and Kelly* web site located at <http://www.liveregisandkelly.com> (“Web Site”) and select the Sweepstakes icon or image, which will open the Sweepstakes web page. A registered entrant must first login by entering his/her member name, password and telephone number (including area code), and then follow the online instructions to “submit” his/ her entry including the name of his/her military personnel relative (if other than such registered entrant), and military personnel’s relationship to him/her (if other than registered entrant) (“Entry”). The entrant will be the winner of the prize and not such military personnel, unless such military personnel is the entrant. Entrants who are not a registered on the Web Site, may become registered members by completing (and thereafter transmitting) the registration form. Information requested on the registration form consists of the following: first and last name, complete home address (including street address, city, state and zip code), date of birth, and email address (“Registration Information”). There is no fee to register. Limit one (1) Entry per person and per email address per day during the Sweepstakes Period. Entries by the same person or email address in excess of the daily limitation stated herein will be disqualified. If an entrant is a resident of a jurisdiction that deems him/her to be a minor (residents of Alabama or Nebraska under 19 years of age or residents of Pennsylvania or Mississippi who are under 21 years of age), he/she should obtain parental/legal guardian consent prior to entering or submitting any personally identifiable information. If a prospective entrant is already registered with Disney-ABC Domestic Television through any of its family of sites (see Web Site for list of sites), no new registration is required. All Entry/Registration Information must be completed in full. Entries must be received by 11:59 p.m. PT on January 2, 2009 to be eligible. Entrants can only register and participate in the Sweepstakes under one user ID and/or one email address. Once an email address or a user ID has been registered by an entrant, that email address or user ID cannot be used by any other person at the Web Site. Only the entrant registered under a particular email address with the Web Site may participate in the Sweepstakes. Proof of delivery or receipt of Entries will not be deemed by Sponsor as proof of Entry. Any attempted form of Entry other than as described herein is void. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process will be void.

4. Prize/Odds of Winning: One (1) Grand Prize: One Grand Prize will be awarded a Fly with T-Mobile Family Vacation consisting of a trip for Grand Prize winner and up to five (5) guests to the destination of his/her choice selected from T-Mobile's one-hundred and ten (110) U.S. destination locations posted on the Web Site (subject to approval by Sponsor) (not to exceed \$15,000). Trip consists of roundtrip economy class air transportation for winner and up to five (5) guests from a major commercial airport (as determined by Sponsors, in their sole discretion) near winner's residence to one of the one-hundred and ten (110) U.S. destinations locations as listed on the Web Site; standard hotel accommodations for up to five (5) nights (each room single or double occupancy/up to three (3) rooms); ground transportation to and from the airport and hotel at the destination city; and a one thousand eight hundred dollar (\$1800 USD) gift card to apply towards meals (alcohol not included) and other expenses (awarded to the Grand Prize winner only). Gift card is subject to certain terms and conditions specified by issuer. Grand Prize winner's choice of destination is subject to air travel and hotel availability, holiday and black-out dates, Sponsor's terms, conditions, destination location requirements (including age), and all other prize and travel restrictions. **ARV of the Grand Prize is \$15,000 USD ("Grand Prize"). Approximate Retail Value ("ARV") of the Grand Prize is \$15,000. Actual value depends on point of departure and dates of travel. Odds of winning the Grand Prize depends on the total number of eligible Entries received.** Grand Prize information shown in any marketing material or on Show may not be actual Grand Prize awarded. Gift card cannot be exchanged/redeemed for cash or combined with any other offer and is subject to stated terms and conditions. Actual gift card vendor will be determined by Sponsor in its sole discretion. Air transportation provided only if winner resides more than 100 miles from destination. If winner resides within a 100-mile radius of destination, Sponsor reserves the right to provide ground transportation in lieu of air transportation and no compensation or substitution will be provided for the difference in prize value. Trip must be completed within one (1) year of date of notification of winning (at Sponsor's sole discretion) or prize will be forfeited and Sponsor will have no further obligation to such winner. Once determined, no change, extension or substitution of trip dates is permitted, except by Sponsor at its sole discretion. If winner is at least 18 but a resident of a state that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be one of the allotted guests. If a guest is a resident of a state that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be the winner or one of the allotted guests. Winner and guests must take air travel on same travel itinerary. Sponsor reserves the right to award the prize "as is" and to structure travel route in its own discretion. If winner chooses to take more guests than allotted in prize description, Sponsor is not responsible for arranging or booking such additional travel arrangements. If winner elects to travel or partake in trip with fewer than five (5) guests, no additional compensation or substitution will be provided for the difference in prize value. Winner is responsible for all other incidentals, costs and expenses associated with prize acceptance and use not specifically mentioned as being included, including, but not limited to additional ground transportation, luggage fees, gratuities, phone calls, etc. Winner and guests are solely responsible for providing all necessary identification documents and will be responsible for obtaining all necessary travel documents prior to travel. Failure to provide such documents may result in trip cancellation upon airport check-in. Winner or his/her guests must have/present at least one major credit card in good standing in order to check into hotel. No substitution, transfer, or cash equivalent for the prize (or prize component), except that Sponsor, at its sole discretion, may substitute prize (or prize component) with one of comparable or greater value, whether due to the unavailability of the prize, or for any other reason. Trip restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the Affidavit/Release (described below) and/or winner's travel documents. Certain blackout dates may apply. Prize notification will be shipped and/or delivered to U.S. addresses only. Any depiction of prize is for illustrative purposes only. All federal, state, local and/or other taxes including, without limitation, income taxes, are the sole responsibility of the winner. Winner will receive a 1099 from the Sponsor for the actual value of Grand Prize that he/she won in the calendar year that he/she won. All Grand Prize details are at Sponsor's sole discretion.

5. Drawing and Notification of Winner: Potential winner will be randomly selected from all eligible Entries received in a drawing to be held on or about January 16, 2009 ("Drawing Date") by Sweepstakes administrator, an independent compliance organization. Potential winner (or, his/her parent/legal guardian if the potential winner is at least 18, but a resident of a jurisdiction that deems him/her to be a minor) will be notified by telephone within two (2) weeks of the Drawing Date of his/her potential winner status. If the

potential winner (or, his/her parent/legal guardian if the potential winner is at least 18, but a resident of a jurisdiction that deems him/her to be a minor) cannot be reached after three (3) phone call attempts within a twenty-four (24) hour period, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, and/or if his/her prize or prize notification documents are returned as undeliverable, potential winner will be disqualified, and an alternate potential winner will be selected at Sponsor's sole discretion.

- 6. General Conditions:** The Sweepstakes is subject to all applicable federal, state, local laws, and to these Official Rules (collectively "Rules and Laws"). By participating, entrants agree to be bound by these Rules and Laws and the decisions of the Sponsor/Sweepstakes administrator, which are final and binding in all respects; to waive any right to claim ambiguity with the Rules and Laws; to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from the Sweepstakes; to release all right to bring any claim, action, or proceeding against the Sweepstakes Entities. Potential winner (or his/her parent/legal guardian if he/she is at least 18, but a resident of a jurisdiction that deems him/her to be a minor), will be required to sign, execute, have notarized, and return an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release, IRS Form W-9, (an I.D. for proof of military status (including but not limited such military personnel ID) and any other documentation that the Sweepstakes administrator and/or Sponsor may require (collectively, "Affidavit/Release"), within five (5) days after date of receipt or potential winner may be disqualified. If winner, although 18 years of age or older, is a resident of a jurisdiction that deems him/her to be a minor, such winner's Grand Prize may be awarded in the name of his/her parent/legal guardian, at Sponsor's sole discretion. Potential winner will be provided a FedEx account number for the return of all the documents. Each guest (or his/her parent/legal guardian, if guest is a resident of a jurisdiction that deems him/her a minor) must execute and have notarized (and return within five (5) days of date of receipt by winner) a Liability Release and (where legal) a Publicity Release ("Travel Guest Release") or Grand Prize will be forfeited and Sponsor will have no further obligation to such potential winner. By returning a completed Affidavit/Release, winner attests to the veracity of the provisions stated therein including compliance with these Official Rules. Official Rules will be posted at the Web Site during the Sweepstakes Period. Any personal information supplied by entrants and/or winner to Show or its affiliates will be subject to Show's Privacy Policies and Terms of Use posted at <http://www.liveregisandkelly.com>. Except where prohibited by law or Show's Privacy Policies, acceptance of the prize constitutes permission for the Sweepstakes Entities and their respective designees to use said winner's name, address (city and state), photograph, likeness, biographical information, statements, and voice for advertising, promotional, publicity, and any other purposes worldwide on and in connection with Show and in all forms of media (including but not limited to posting on the Web Site), now known or hereafter devised, in perpetuity throughout the universe without further compensation, notification or permission in connection with Show, the Sweepstakes or the prize awarded. Sponsor has the right to modify, use, assign and/or dispose of Entries however it sees fit and for any purpose without any notice or compensation to entrant or any third parties. However, Sponsor will not provide any personally identifying information of a minor, regardless of its source, to any third party without the express written consent of entrant's parent/legal guardian. If, for any reason, Sweepstakes is not capable of running as originally planned, including due to virus, bugs, worms or any other causes which may impair the administration, security, fairness or proper play of the Sweepstakes, Sponsor at its sole discretion, reserves the right to cancel, suspend or modify Sweepstakes or any portion(s) thereof and, in the event of cancellation, to instruct the Sweepstakes administrator to conduct the drawing and award the prize from all salvageable eligible Entries received prior to and/or after (as appropriate) the action taken by Sponsor, or award the Grand Prize in a manner that is fair and equitable. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person and to void all associated Entries. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for the prize and may be prosecuted to the full extent of the law. In case of a dispute over the identity of an entrant who submitted a winning Entry, the authorized account holder of the email address associated with that Entry will be deemed the entrant and must comply with these Official Rules. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Said owner must comply with these Official Rules and, at Sponsor's sole discretion, may be required to provide proof of ownership of the email account.

- 7. Disclaimers:** Sweepstakes Entities are not responsible for human, network, electronic, technical, mechanical, computer, printing or typographical errors; or for any other errors or problems of any kind relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties that may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Grand Prize, the cancellation of any Show or in any Sweepstakes-related materials. Sweepstakes Entities are not responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are late, tampered with, forged, incomplete, misdirected, deleted, damaged, lost, misplaced, stolen, delayed, returned, destroyed, garbled, or otherwise not in compliance with these Official Rules and such Entries will be void. Once submitted, Entries become the sole property of Sponsor and will not be returned. Entrant releases Sweepstakes Entities from any and all liability/responsibility with respect to the prize and/or Sweepstakes (including any property loss, damage, personal injury, or death) in connection with: participation in this Sweepstakes; human error; incorrect or inaccurate transcription of Entry information; acceptance/possession, use/misuse, and/or defects of the prize (including any travel/activity related thereto); including but not limited to, any technical malfunctions of the telephone, telephone line, network, cable, satellite, computer online system, computer dating mechanism, computer equipment, software, internet service provider; interruption or inability to access Sweepstakes or any Web Site or online service via the internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of this Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects or any other errors or malfunctions of Show, promos, or elements of Sweepstakes, and/or cancellations and/or delays or any change by the air carriers(s), lodging facilities, or other company or any other persons providing any components of the prize for the winner and his/her guests for any reason, even if caused by the negligence of one of the Sweepstakes Entities. Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of the Grand Prize supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or their parents, subsidiaries and affiliated companies. Sweepstakes Entities are not responsible for any cancellation, pre-emption, non-broadcast or out-of-normal-timeslot broadcast, in whole or in part, of any Show containing a Sweepstakes element. Entrants further agree to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities, and hereby acknowledge that said Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties provided exclusively by the prize supplier that are sent along with the prize. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor(s) (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- 8. GOVERNING LAW, JURISDICTION, ARBITRATION:** Any controversy or claim arising out of or relating to (i) the Sweepstakes, (ii) the awarding or redemption of the Grand Prize and/or (iii) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles

County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of Sponsor and the entrant or entrants bringing forth the controversy or claim (collectively, the “Parties”) or, if the Parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The Parties will share equally in payment of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys’ fees and other expenses to the same extent as if the matter were being heard in court). Entrant agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Entrant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes and in no event will entrants be permitted to obtain attorneys’ fees or other legal costs; and, under no circumstances, will an entrant be entitled to awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this Section be deemed void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this Section within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

9. **Rules/Winner Information:** To receive a copy of the Official Rules or the Winner’s Information, send a self-addressed stamped envelope to: Military Thank You Giveaway “Rules” or “Winner Information” (specify which), P.O. Box 6493, Burbank, CA 91510. Official Winner Information available after January 16, 2009. All requests must be received by March 2, 2009. VT residents may omit return postage on Rules requests.
10. **Sponsor:** Buena Vista Television, 500 South Buena Vista, Burbank, CA 91521.
11. **Sweepstakes administrator:** ESG, P.O. Box 7398, Burbank, CA 91510-7398. Sweepstakes administrator is not the supplier or guarantor of the Grand Prize.

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