

## SIX FLAGS ST. LOUIS “HOLIDAY IN THE PARK 2019” SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. SWEEPSTAKES ENDS 12/19/2018.

The “Holiday in the Park 2019” sweepstakes (“Sweepstakes”) is sponsored by Six Flags St. Louis and Family Attractions Card (“Sponsors”) and administered by Cliffedge Marketing, LLC (“Administrator”). This Sweepstakes is governed by these official rules (“Official Rules”). By participating in the Sweepstakes, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Sweepstakes, as determined by Administrator, and its agents, are final in all respects. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void in Florida, New York, Rhode Island and wherever else prohibited by law. This Sweepstakes is intended for play in the United States only and will be governed by U.S. law. Do not enter if you are not eligible and located in the United States at the time of entry.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints regarding the Sweepstakes will be directed to Administrator, not Facebook.

1. SWEEPSTAKES PERIOD. Sweepstakes begins at 12:00pm CT on December 11, 2019 and ends at 11:59pm on December 18, 2019, when all entries must be received by (“Sweepstakes Period”).

2. ELIGIBILITY. The Contest is only open to legal United States residents who are at least 18 years old as of the date of entry, except where prohibited by law. Officers, directors, members, and employees of the Sponsors, Administrator, or any other party associated with the development or administration of this Sweepstakes, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals are ineligible. This Sweepstakes is void outside the United States, and where prohibited. Administrator and its agents have the right to verify the eligibility of each entrant.

3. HOW TO ENTER. Visit [www.familyattractionscard.com/contests](http://www.familyattractionscard.com/contests) and enter all required information during the Sweepstakes Period. Limit: one entry per person for the life of the Sweepstakes. All entries become the property of the Sponsors and will not be acknowledged or returned. All entrant information you provide will only be used by Sponsors as set forth in Sponsors’ Privacy Policy ([HERE](#)).

4. WINNER SELECTION AND NOTIFICATION. Winner selection will be conducted by random drawing from all eligible entries on or about December 19, 2019. Any potential winner will be notified by contact information provided on entry form. If a potential winner: (i) cannot be contacted; (ii) does not respond within forty-eight (48) hours from the date and time the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 10; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Sweepstakes or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Sweepstakes, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, and, at Sponsor’s discretion, successful completion of a background check, such individual will be declared the “winner” of the Sweepstakes.

5. PRIZE DESCRIPTION. There will be one (1) grand prize winner. The prize is FOUR (4) one day passes to Six Flags St. Louis, FOUR (4) Hot Cocoa Mugs, FOUR (4) S’Mores kits, and ONE (1) Photo with Santa Claus. The approximate retail value of the prize is \$300.00. Prizes provided by Six Flags St. Louis. Incidental expenses and all other costs and expenses which are not specifically listed as part of the prize in the Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner.

6. TAXES. All federal, state and/or local income and other taxes, if any, are the winner’s sole responsibility.

7. OWNERSHIP AND LICENSE. All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into

this Sweepstakes constitutes entrant's irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission, and the entrant's name and/or likeness, for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration or the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

8. **ODDS OF WINNING.** The odds of winning this Sweepstakes depends on the number of eligible entries received.

9. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

10. **CONSENT AND RELEASE.** By entering the Sweepstakes, each entrant releases and discharges the Sponsor, Administrator, and any other party associated with the development or administration of this Sweepstakes, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Sweepstakes, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) entry into the Sweepstakes constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Sweepstakes and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within five (5) days from the date that Sponsor first tries to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

11. **DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Sweepstakes. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Sweepstakes, including without limitation mechanical, human, printing, distribution or production

errors, and may cancel, terminate or modify this Sweepstakes based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Sweepstakes is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS SWEEPSTAKES OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

12. APPLICABLE LAWS AND JURISDICTION. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Missouri, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in St. Louis, Missouri. Should there be a conflict between the laws of the State of Missouri and any other laws, the conflict will be resolved in favor of the laws of the State of Missouri. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

13. WINNER LIST. For the name of the winner, send a self-addressed stamped envelope to: Winner List, "Holiday in the Park 2019" c/o Sweepstakes Administration; PO Box 430152, St. Louis, MO 63143.