

## SIX FLAGS ON FOURSQUARE SWEEPSTAKES

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY.** The “Six Flags On Foursquare Sweepstakes” (the “Sweepstakes”) is open only to entrants who, as of the entry date, are legal residents of the forty-eight (48) contiguous United States (i.e., excluding the States of Alaska and Hawaii) and the District of Columbia, and are at least eighteen (18) years old. The Sweepstakes is void in all other jurisdictions and where prohibited or restricted by law. Employees, agents, representatives, officers and directors of Six Flags Entertainment Corporation (“Six Flags”), Foursquare Labs, Inc. (“Foursquare,” and together with Six Flags, “Sponsors”), and their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, and the immediate families (defined as spouses and biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, their respective spouses and any dependent under applicable income tax law) or members of the same household (those who share the same residence, whether related or not) of each are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the jurisdictions where the Sweepstakes is offered and entrants must be present in the United States or the District of Columbia at the time they enter.

**2. ENTRY PERIOD.** The Sweepstakes entry period begins at 12:00 a.m. Eastern Time on June 10, 2010 and ends at 11:59 p.m. Eastern Time on September 7, 2010 (the “Entry Period”). Foursquare’s computer is the official timekeeping device for this Sweepstakes.

### **3. HOW TO ENTER**

a. There are two (2) methods of entry in the Sweepstakes (online by using [www.foursquare.com](http://www.foursquare.com) and by mail) as described below. **LIMIT: One (1) entry per person in the Sweepstakes, regardless of method of entry.**

(i) **ONLINE METHOD OF ENTRY (SIX FLAGS PARK ENTRY FEE REQUIRED):** To enter online, an entrant must be a registered member of [www.foursquare.com](http://www.foursquare.com). If you are not a registered member of [www.foursquare.com](http://www.foursquare.com), visit [www.foursquare.com](http://www.foursquare.com) to register for free and download the free smart phone application. Registration for and use of the [foursquare.com](http://foursquare.com) system and other Foursquare applications are subject to Foursquare’s terms and conditions, and Six Flags has no responsibility with respect to such registration or use. Once a member, you can begin “checking in” (as described below) to the following Six Flags theme parks (each, a “Participating Park”):

Six Flags Magic Mountain (Valencia, CA)  
Six Flags St Louis (Eureka, MO)  
Six Flags Great America (Gurnee, IL)  
Six Flags New England (Agawam, MA)  
Six Flags Great Adventure (Jackson, NJ)  
Six Flags America (Bowie/Mitchellville, MD)  
Six Flags Over Texas (Arlington, TX)  
Six Flags Over Georgia (Austell, GA)  
Six Flags Fiesta Texas (San Antonio, TX)  
Six Flags Discovery Kingdom (Vallejo, CA)  
The Great Escape (Queensbury, NY)

During the Entry Period, Foursquare users who check into the same Participating Park ten (10) times will earn a “Six Flags badge” at [.foursquare.com](https://www.foursquare.com). In order to “check into” a Participating Park, an entrant must be in or immediately adjacent to the Participating Park’s perimeter and use his or her wireless mobile device to access the [.foursquare.com](https://www.foursquare.com) system and follow the system’s instructions to “check in” his or her location that corresponds to the Participating Park. PAYMENT OF PARK ADMISSION OR PARKING IS NOT REQUIRED TO ENTER THE SWEEPSTAKES. Each such badge earner will automatically be entered into the Sweepstakes for the Participating Park pool for which the badge was earned. **NOTE: You will only be entered into the Sweepstakes one (1) time for the first badge that you earn and your one (1) Sweepstakes entry will be for the Sweepstakes entry pool for the Participating Park for which your first badge was earned.** Visiting and checking into a Participating Park more than ten (10) times or visiting and checking into multiple Participating Parks will not increase your chances of winning. All Participating Park check ins and related Sweepstakes entries must be during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the [.foursquare.com](https://www.foursquare.com) account will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to the [.foursquare.com](https://www.foursquare.com) account by Foursquare. Submitting mass check ins or entries or check ins or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. **Entrants who do not desire to enter online and by checking into Participating Parks using [.foursquare.com](https://www.foursquare.com) may enter by mail as provided below.**

(ii) **MAIL-IN METHOD OF ENTRY (NO PURCHASE NECESSARY):**

During the Entry Period, hand print or type your full name, complete home address, day and evening phone numbers, email address (if any), age (including year of birth) and the Participating Park for which you desire to have your Sweepstakes entry pooled on a 3” x 5” piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to “Six Flags On Foursquare Sweepstakes - Entry; c/o Six Flags Entertainment Corporation, Attn: MS; 1540 Broadway; 15<sup>th</sup> Floor; New York, NY 10036.” All mail-in entries must be received by Six Flags during the Entry Period. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification.

c. **FOR ALL ENTRIES: LIMIT: One (1) entry per person in the Sweepstakes, regardless of method of entry.** There will be eleven (11) entry pools for this Sweepstakes; each consisting of the eligible online entries and mail-in entries corresponding to the applicable Participating Park as described above. All entries become the exclusive property of Sponsors and none will be acknowledged or returned. Proof of Foursquare check ins, online entry submission or mail in entry submission will not be deemed to be proof of receipt of entry by Sponsors. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Sponsors reserve the right to conduct a background check on any or all entrants, and Sponsors reserve the right in their sole discretion to disqualify any individual based on such background check if Sponsors determine in their sole discretion that awarding a prize to any such individual might reflect negatively on Sponsors. Entrants will cooperate with Sponsors and their representatives in connection with any and all verification and background check activities.

d. **NOTE ABOUT MOBILE:** If you opt to use Foursquare via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), and/or download or transmit data via your wireless mobile device, standard rates will apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation

in this Sweepstakes. Participation in this Sweepstakes by wireless mobile device means that you understand that you may receive additional messages by mobile device relating to this Sweepstakes, including to notify you if you are a winner, which may be subject to charges pursuant to your carrier's rate plan. Wireless service may not be available in all areas. Check your mobile device's capabilities for specific instructions.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant irrevocably, fully and unconditionally agrees to be bound by and accepts these Official Rules, and any other documents, instruments, releases and agreements required under these Official Rules, and the decisions of Sponsors (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of the prizes), which are final and binding in all respects. By participating, each entrant waives any right to claim ambiguity in these Official Rules and or any other Sweepstakes-related advertising or materials.

**5. SELECTION; NOTIFICATION.**

a. Subject to these Official Rules, Sponsors will award eleven (11) prizes in the Sweepstakes. Sponsors will randomly select one (1) potential prize winner from each Participating Park's pool of eligible entries ("Six Flags badge" holders from a Participating Park and mail-in entrants who select the Participating Park). The drawings will be held on or about September 7, 2010. Odds of winning a prize with respect to a Participating Park's pool of entries depends on the number of eligible entries received in the Sweepstakes with respect to the Participating Park.

b. Each entrant selected as a potential winner for a Participating Park must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by phone, letter (by postal or overnight delivery) and/or email. The potential winner will be required to execute and return to Sponsors a notarized Affidavit of Eligibility, a Liability Release, and a Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the form(s) provided by Sponsors in order to claim his/her prize. The Affidavit/Release must be returned to Sponsors by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner may be selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes for the applicable Participating Park entry pool. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule. Sponsors are not responsible for the failure of a potential winner to receive Sponsors' notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. In the event of a prize forfeiture, no compensation or other payments will be given.

**6. PRIZES.**

a. Subject to these Official Rules, eleven (11) prizes will be awarded in the Sweepstakes. Each prize consists of and is limited to only the following: One (1) Six Flags Unlimited Exit Pass valid for the Six Flags 2011 operating season of the Participating Park for which the winner was selected. An Unlimited Exit Pass is subject to the terms, conditions, limitations and restrictions thereof. Subject to such terms, conditions, limitations and restrictions, the Unlimited Exit Pass will allow the winner to skip the line on all rides and applicable attractions at such Participating Park. All additional costs and

upcharges incurred from a ride or attraction will be the sole responsibility of the winner. Each Unlimited Exit Pass will be valid for one (1) winner and one (1) guest of the winner at the applicable Participating Park. Winner and guests are subject to all Participating Park rules and regulations. The approximate retail value (“ARV”) of each prize in the Sweepstakes is three hundred and fifty dollars (\$350), and the ARV of all prizes in the Sweepstakes is three thousand eight hundred and fifty dollars (\$3,850).

b. Each prize winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use not expressly specified herein as part of the prize, including, without limitation, transportation costs, lodging, meals, additional costs and upcharges incurred from a ride or attraction, gratuities, insurance, surcharges and other costs and expenses incurred by the prize winner and prize winner’s guest in accepting and using the prize, and all federal, state and local taxes on the prize. Entrants waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem or use any prize in the Sweepstakes.

c. Prizes are non-transferable and non-assignable, and are not refundable, and must be accepted as awarded. Prizes must be accepted as awarded and are awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsors, or for which Sponsors shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Unused components of any prize shall be forfeited and have no redeemable cash value. No cash or other substitution may be made, except by Sponsors, who reserve the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if the prize is not available for any reason as determined by Sponsors in their sole discretion.

**7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes the winner’s consent for Sponsors and their designees’ to record and photograph the winner and the winner’s guest at any prize activity and to use winner’s and winner’s guest’s names, biographies, likenesses, voices, photographs, opinions, statements, hometown, state and any recording or film of winner and winner’s guests for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, review, payment, consideration or consent.

**8. GENERAL CONDITIONS.** Sponsors reserve the right, in their sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsors’ opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsors’ reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsors reserve the right in their sole discretion (but do not have any obligation) to award the applicable prize to a potential winner from among eligible, non-suspect entries received up to the time of the suspected impairment. Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person 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, Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsors’ failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsors and their respective parents, subsidiaries, affiliates, agents (including advertising and promotion agencies), Sweepstakes partners and prize suppliers, and all of the respective employees, officers, directors, shareholders and agents of the foregoing from and against all claims, damages or liabilities

arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

**10. LIMITATIONS OF LIABILITY.** Sponsors are not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website, wireless service, or other service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsors' website(s), regardless of whether the material was prepared by Sponsors or a third party, and regardless of whether the material is connected to Sponsors' website by a hypertext link.

**11. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in New York, New York; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of New York for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain 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 otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or 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 the State of New York, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**12. DATA COLLECTION.** Sponsors collect personal information from entrants when they enter the Sweepstakes online. As applicable, the information collected is subject to the Privacy Policy of Foursquare located at <http://foursquare.com/legal/privacy> and/or the Privacy Policy of Six Flags located at [://www.sixflags.com/privacy.asp](http://www.sixflags.com/privacy.asp).

**13. OFFICIAL RULES.** These Official Rules are available at <http://foursquare.com/sixflags> at the Sweepstakes section of the website or by sending a self-addressed postage-stamped envelope to "Six Flags On Foursquare – Rules Request," Six Flags Entertainment Corporation, Attn: MS, 1540 Broadway, 15<sup>th</sup> Floor, New York, NY 10036. Residents of Vermont need not affix return postage.

**14. WINNER'S LIST.** Beginning on or about September 30, 2010, you can request a winner's list by sending a self-addressed, stamped envelope to "Six Flags on Foursquare – Winner's List Request," Six Flags Entertainment Corporation, Attn: MS, 1540 Broadway, 15<sup>th</sup> Floor, New York, NY 10036. Requests received after December 31, 2010 will not be honored.

**15. SPONSORS.** The Sponsors of the Sweepstakes and the addresses at which the Sponsors may be contacted are: Foursquare Labs, Inc., 36 Cooper Square, 5th Floor, New York, NY 10003 and Six Flags Theme Parks Inc., c/o Six Flags Entertainment Corporation, 1540 Broadway, 15<sup>th</sup> Floor, New York, NY 10036.