

NAME A MONSTER CONTEST

Official Rules

NO PURCHASE, PAYMENT OR DONATION IS NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. **How to Enter:** The Name a Monster Contest (the "Contest") is hosted by SIX FLAGS OVER GEORGIA II, L.P.] ("Sponsor"). The new monster within the Monster Mansion ride at Sponsor's amusement park, Six Flags Over Georgia, needs a permanent name. Each participant in the Contest is invited to choose a name that reflects the monster's biography. There are four (4) ways to enter the Contest:
 - a. Send an email to sfogmonstercontest@gmail.com with your chosen name for the monster, the reason why you chose the name, your full name (and parent or guardian if participant is under 18), birthday, mailing address, daytime phone number and email address.
 - b. Hand print or type on a 3" x 5" piece of paper your chosen name for the monster, the reason why you chose the name, your full name (and parent or guardian if participant is under 18), birthday, mailing address, daytime phone number and email address and mail it in an envelope, with correct U.S. postage affixed, addressed to SFOG Monster Naming Contest, 275 Riverside Pkwy, Austell, GA 30168.
 - c. Pick up an Official Entry Form available at Six Flags Over Georgia, complete all of the required information and follow all the instructions and give to Guest Relations.
 - d. Pick up an Official Entry Form available at Six Flags Over Georgia, complete all of the required information and follow all the instructions and mail it in an envelope, with correct U.S. postage affixed, addressed to SFOG Monster Naming Contest, 275 Riverside Pkwy, Austell, GA 30168.

No other methods of entry will be accepted. All entries, regardless of method of entry, must be received by Sponsor during the Entry Period (as defined below). There is no limit to the number of entries that may be submitted per person. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, stolen, incomplete, invalid, unintelligible, illegible, damaged, mutilated, altered, misdirected or postage-due entries, which will be disqualified. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification.

Each entry must be in keeping with Sponsor's positive image and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or entity, or otherwise infringe upon any person's or entity's personal, intellectual property or property rights or any other third party rights (including, without limitation, copyright and trademark rights). An entry may not incorporate or include anything that would require the consent of any third party for the use of the entry by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any entry Sponsor deems, in whole or in part, to be offensive, inappropriate or that is not in keeping with Sponsor's positive image; such a determination by Sponsor may be made at any time, including, without limitation, based on facts or circumstances arising before, during or after submission of a participant's entry.

Each participant hereby assigns to Sponsor and its successors, designees and assigns, all right, title and interest in and to such entry including, without limitation, all intellectual property and other proprietary rights without expectation of compensation or acknowledgement (other than the prize, if any, that is awarded to participant as set forth in these Official Rules). Each participant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit participant's entry (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any entry (or any part thereof) or information or ideas contained within any entry, all without further payment, notice,

consideration or consent. Sponsor does not have any obligation to maintain any of the entries, or any information or ideas contained therein, as confidential or proprietary. Sponsor reserves the right to edit, modify, or abridge any such entry for any reason prior to use.

2. **Entry Period:** The Contest entry period begins at 12:01 a.m. Eastern Time on April 9, 2009 and ends at 11:59 p.m. Eastern Time on April 24, 2009 (the "Entry Period").
3. **Eligibility:** The Contest is open only to participants 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 thirteen (13) years old. The Contest is void in all other jurisdictions and where prohibited or restricted by law. Employees, officers and directors of Sponsor and their immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the jurisdictions where the Contest is offered and participants must be present in the United States or the District of Columbia at the time they enter.
4. **Agreement To Official Rules And Decisions:** By participating in the Contest, each participant (and, if a minor, the minor and the minor's parent or legal guardian) fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of participants and the winner, and the awarding of the prize), which are final and binding in all respects.
5. **Drawing; Odds:** Sponsor will determine five (5) finalists from all eligible entries received by Sponsor during the Entry Period based on, in Sponsor's sole opinion, the entry material's content (fifty percent (50%) of total score) and creativity (fifty percent (50%) of total score). The five (5) finalists will be determined on or about April 28, 2009. Finalists do not win any prizes in the Contest as a result of being a finalist, but rather are eligible to be considered in the online voting to determine the one (1) winner in the Contest.

The five (5) finalists will be posted on Sponsor's website at www.sixflags.com/overgeorgia for public voting. The online voting period will begin at 9:00 a.m. Eastern Time on May 1, 2009 and will end at 11:59 p.m. Eastern Time on May 12, 2009. Anyone visiting Sponsor's website at www.sixflags.com/overgeorgia during the online voting period is eligible to vote. In order to vote online, voters will be required to provide the e-mail address from which they are voting prior to placing one vote for one finalist. LIMIT: One (1) online vote per person or e-mail address. Multiple votes per e-mail address will not be counted. Any attempt by any participant to vote more than one (1) time by using multiple/different email addresses, identities or registrations, or any other methods will void that person's vote and that vote will not count. The one (1) finalist entry that receives the most online votes during the online voting period will be awarded the prize. Sponsor will notify the potential winner on or about May 13, 2009, in accordance with the information provided by the participant in the Contest entry.

The odds of winning depend on the number of eligible entries received in the Contest.

6. **Prize:** Subject to these Official Rules, one (1) prize will be awarded in the Contest. The prize consists of and is limited to only the following: four (4) free 2009 season passes to Six Flags Over Georgia and one (1) monster plush toy.

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, meals, and other costs and expenses incurred by the winner and winner's guests in accepting the prize, and all federal, state and local taxes on the prize. The winner will be issued a United States Internal Revenue Service 1099 tax form for the value of the prize. Approximate Retail Value ("ARV") of the prize in the Contest is estimated to be one hundred dollars (\$100.00). Prize is non-transferable and non-assignable, and is not refundable, and must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law,

made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute the prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value for any reason as determined by Sponsor in its sole discretion.

- 7. Notification:** The eligible participant who is selected as the prize winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. A potential prize winner will be notified by telephone. If the potential winner is not present at the time of the call and a telephone message can be left by Sponsor at that time, he/she will have forty-eight (48) hours to return the call and accept the prize. A potential prize winner will be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release and (where lawful) a Publicity Release, in order to claim the prize. Such documents must be returned to Sponsor within the time period specified by Sponsor. For a potential winner who is a minor in his/her state of residency, the minor's parent or legal guardian must also verify and confirm the participant's and such parent's or legal guardian's agreement to such Affidavit of Eligibility, Liability Release and Publicity Release in the documents provided by Sponsor in order to claim the prize. If a telephone message cannot be left by Sponsor at a potential prize winner's phone number when the Sponsor places the notification call, or if the potential prize winner does not return the notification call within forty-eight (48) hours of Sponsor's first attempt to contact the potential prize winner by telephone, or if the potential winner fails to return the required documents within the required document return period (which documents include the Affidavit of Eligibility, Liability Release, Publicity Release, and any parent or guardian authorizations and agreements), or if the potential winner is found to be ineligible, or if the potential winner does not comply with these Official Rules, then the potential winner may be disqualified and an alternate potential prize winner selected by Sponsor in his/her place. In such event, an alternate potential prize winner will be notified by Sponsor by telephone as described above and will be required to return the required documents to Sponsor as described above, however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's schedule for the Contest, and due to such schedule and timing, Sponsor may be unable to award the prize. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's telephone message or the required documents for any reason, or for the inability of such potential winner to return Sponsor's telephone message or the required documents for any reason. Upon prize forfeiture, no compensation will be given.
- 8. Publicity:** Except where prohibited by law, participation in the Contest constitutes the winner's consent for Sponsor and its designees to record and photograph the winner and the winner's guests at any prize activity and to use winner's and winner's guests 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, payment, consideration or consent.
- 9. General Conditions:** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award the prize to a winner based on the above judging criteria from among eligible, non-suspect entries received up to the time of the suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest 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 Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's 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.

- 10. Release:** By entering, each participant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries, affiliates, agents (including advertising and promotion agencies), contest 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 participant's participation and/or entry in the Contest and/or participant's award, receipt or use of any prize awarded in the Contest.
- 11. Limitations Of Liability:** Sponsor is 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 or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to participant's computer, which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.
- 12. Disputes:** Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or the 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; participant 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 Contest but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for and participant 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 participant or Sponsor in connection with the Contest 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 of 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.
- 13. Data Collection:** Sponsor collects personal information from participants when they enter the Contest for use in administration of the Contest. When entering at the Contest's website, you may be asked to consent to receive promotional emails and information about Sponsor. Consenting to receive such emails and information is optional, and is not necessary to enter or win the Contest, nor will it increase or improve your chances of winning. The information collected is subject to the Privacy Policy of Sponsor located at <http://www.sixflags.com/privacy.asp>.
- 14. Official Rules:** These Official Rules are available at www.sixflags.com/overgeorgia or by sending a self-addressed postage-stamped envelope to SFOG Monster Naming Contest – Rules Request, 275 Riverside Pkwy, Austell, GA 30168. Residents of Vermont need not affix return postage.
- 15. Winner's List:** Beginning on or about June 1, 2009, you can obtain the name, city and state of the prize winner by sending a self-addressed, stamped envelope to SFOG Monster Naming Contest – Winner's List Request, 275 Riverside Pkwy, Austell, GA 30168. Requests received after December 31, 2009 will not be honored.