#### SNICKERS® V-I-Z FRIGHT FEST SWEEPSTAKES

#### **Official Rules**

### NO PURCHASE, PAYMENT OR DONATION IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII AND WHEREVER PROHIBITED BY LAW.

# EACH ENTRANT MUST BE AT LEAST SIXTEEN (16) YEARS OF AGE AS OF THE ENTRY DATE OF THE SWEEPSTAKES. IF YOU ARE A MINOR, ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND TO HELP YOU ENTER.

# EACH ENTRANT (AND EACH MINOR ENTRANT'S PARENT OR LEGAL GUARDIAN ON BEHALF OR HIMSELF/HERSELF AND ON THE MINOR'S BEHALF) AGREES TO THESE OFFICIAL RULES.

**ELIGIBILITY.** The Snickers<sup>®</sup> V-I-Z Fright Fest Sweepstakes (the "Sweepstakes") is open only 1. to individuals who, as of the entry date, are (a) legal residents of the forty-eight (48) contiguous United States or the District of Columbia (the "Sweepstakes Territory"), (b) at least sixteen (16) years old, and (c) who live within a 100 mile radius from the following locations (as determined by Sponsor): Six Flags St. Louis (Eureka, MO), Six Flags Magic Mountain (Valencia, CA), Six Flags Great Adventure (Jackson, NJ), Six Flags Great America (Gurnee, IL), Six Flags Over Georgia (Austell, GA), Six Flags Fiesta Texas (San Antonio, TX), Six Flags Over Texas (Arlington, TX), Six Flags Discovery Kingdom (Vallejo, CA), Six Flags New England (Agawam, MA), Six Flags America (Bowie/Mitchellville, MA), and The Great Escape (Queensbury, NY) (collectively, the "Participating Parks"). The Sweepstakes is void outside of the Sweepstakes Territory and where prohibited or restricted by law. Employees, officers, directors and managers of Six Flags Theme Parks Inc. ("Sponsor"), Mars Chocolate North America, LLC, and each of their respective parents, subsidiaries, affiliates, divisions, advertising and promotional agencies (collectively, "Sweepstakes Entities"), 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 Sweepstakes Territory, and entrants must be present in the Sweepstakes Territory at the time they enter.

2. <u>ENTRY PERIOD</u>. The Sweepstakes entry period begins at 12:00 a.m. Eastern Time ("ET") on September 13, 2014 and ends at 11:59 p.m. ET on October 12, 2014 ("Entry Period"). Sponsor's computer shall be the official time keeper for purposes of the Sweepstakes.

**3. HOW TO ENTER.** To enter the Sweepstakes, during the Entry Period, go to www.sixflags.com/snickerssweeps and follow instructions for online entry. Completely fill out the online entry form and submit it in accordance with the on-screen instructions. All online entries must be received by Sponsor during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter 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 an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

LIMIT: One (1) entry per person/email address per day. All entries must be received during the Entry Period. Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. Any attempted form of participation in the Sweepstakes other than as described herein is void. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By entering the Sweepstakes, each entrant (and each minor entrant's parent or legal guardian on behalf of himself/herself and on the minor's behalf) irrevocably, 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 and entrants, the selection of winner, and the awarding of prize), which are final and binding in all respects.

### 5. DRAWING; ODDS; NOTIFICATION.

a. On or about October 14, 2014, one (1) winner will be randomly selected from among all eligible entries received during the Entry Period. Drawing will be conducted by Sponsor, whose decisions will be final on all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received by Sponsor in this Sweepstakes.

An entrant selected as a potential winner must comply with all terms and conditions of b. these Official Rules, and winning and prize redemption is contingent upon fulfilling all requirements. Non-compliance with any of the foregoing or any other term or condition of the Sweepstakes may result in disqualification and forfeiture of prize. Upon prize forfeiture, no compensation will be given. A potential winner will be notified by phone at the contact information provided in the potential winner's entry form. A potential winner (and if applicable, the selected entrant's parent or legal guardian) will be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. Such Affidavit/Release (and any other materials required by Sponsor) must be returned to Sponsor by the date and/or time indicated within such documents. If a potential winner cannot be contacted within twenty-four (24) hours of the first attempt to contact him/her, or if a potential winner (and if applicable, the potential winner's parent or legal guardian) fails to return the Affidavit/Release (and any other materials required by Sponsor) 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 (and, if applicable, the potential winner's parent or legal guardian) does not comply with the Official Rules, then the potential winner may be disqualified and forfeit the prize 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 in the Sweepstakes; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Sweepstakes schedule, and due to such schedule and timing, Sponsor may, with respect to certain prizes that are date sensitive, be unable to award the applicable prize. Sponsor is not responsible for the failure of a potential winner to receive any documents or notices for any reason, or for the inability of such potential winner to return any documents for any reason.

## 6. PRIZE; REDEMPTION REQUIREMENTS.

a. Subject to the terms and conditions of these Official Rules, in this Sweepstakes, one (1) prize will be awarded. The prize consists of and is limited to only the following: (i) two (2) single-day admission tickets to one of the Participating Parks (valid for the Six Flags 2014 operating season; subject to all park rules and regulations; Approximate Retail Value ("ARV"): \$67.99/each); (ii) one (1) one-day parking pass to one of Participating Parks (valid for the Six Flags 2014 operating season; ARV: \$25); (iii)

one (1) Gold THE FLASH pass for two (2) guests (valid for Six Flags 2014 operating season; ARV: \$150)); (iv) two (2) admission tickets to one (1) Fright Fest Haunted House Attraction (valid for Six Flags 2014 operating season; Fright Fest attractions vary per park; ARV \$20/per ticket); (v) one (1) customized souvenir tombstone; tombstone will be delivered to winner on or about November 19, 2014 (ARV: \$100); (vi) one (1) souvenir photo taken on park visit in 2014 (ARV: \$13.99); (vii) two (2) Six Flags Season Passes to any domestic Six Flags theme park valid for use during the 2015 operating season (ARV: \$80/per Season Pass); and (viii) assortment of SNICKERS® Brand candy (ARV: \$50). <u>Note: Certain components are valid through November 2, 2014 only. Operating schedules vary by Theme Park.</u> Visit sixflags.com for a list of Six Flags theme parks and operating schedules.

The 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, additional parking costs, lodging, meals, gratuities, insurance, surcharges, other costs and expenses incurred by the prize winner and prize winner's guest(s) in accepting the prize and all federal, state and local taxes on the prize. The prize winner will be issued a United States Internal Revenue Service 1099 tax form for the aggregate retail value of the prize. ARV of the prize in the Sweepstakes is estimated to be six hundred seventy-four dollars and ninety-seven cents (\$674.97). Actual ARV depends on location of prize winner; if actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash.

The prize in the Sweepstakes is nontransferable, nonassignable, nonnegotiable, and not b. redeemable for cash or credit. The prize 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, NONINFRINGEMENT 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 if the prize (or component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Potential winner is subject to verification prior to the awarding of the prize, as are the eligibility, age and other claims of/information provided by a potential winner. Sponsor reserves the right to conduct a background check on the potential prize winner, and Sponsor reserves the right to disqualify him/her based on such background check if Sponsor determines in its sole discretion that awarding the prize to such individual might reflect negatively on Sponsor and/or any of the Sweepstakes Entities. Potential winner will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities, as applicable, including, without limitation, by signing and delivering background check authorizations in the form(s) provided by Sponsor. Unused components of the prize shall be forfeited and have no redeemable cash value. Prize may be subject to additional restrictions/conditions, which may be stated in the Affidavit/Release and/or prize documents.

7. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's 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 or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of 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 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 this Sweepstakes 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.

**RELEASE.** By participating, each participant (and each minor participant's parents and legal 8. guardians on behalf of themselves and on behalf of the minor participant) forever and irrevocably releases, indemnifies and holds harmless Sponsor and the Sweepstakes Entities (collectively, the "Releasees"), from and against all claims, losses, damages, liabilities, costs or expenses, arising in whole or in part, directly or indirectly, from participant's participation and/or entry in the Sweepstakes, or related activities, and/or participant's award, redemption, receipt or use of any prize awarded in the Sweepstakes or related activities. The foregoing release includes, without limitation, any and all liability, bodily injury, death, loss or damage to participant or any third party arising in whole or in part, directly or indirectly, from any prize or the use of any prize, the award, acceptance, possession, use or misuse of any prize, and entry and participation in the Sweepstakes, any Sweepstakes activities or any prize activities. Each participant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each participant against the Releasees and no action will be taken by or on behalf of an participant with respect to any such claims and rights, it being understood that these Official Rules, including this Section 8, shall be binding upon each participant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

**9. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent. This consent includes, without limitation, permission to use winner's name and other personally identifiable information, on or in connection with the customized souvenir tombstone that is part of the prize.

**10. 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 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 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 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(s) by a hypertext link.

11. **DISPUTES.** Entrant (and each minor entrant's parent or legal guardian on behalf of the minor entrant and on behalf of such parent or legal guardian) agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or the prize awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this 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 Sponsor 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 of provisions (whether of the State of New York, the 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. OFFICIAL RULES.** These Official Rules are available at the Sweepstakes' section of Sponsor's website at <u>www.sixflags.com/snickerssweeps</u>, or by sending a self-addressed postage-stamped envelope to "Snickers V-I-Z Fright Fest Sweepstakes – Rules Request," Six Flags Theme Parks Inc., 924 Avenue J East, Grand Prairie, TX 75050. Vermont residents may omit return postage.

**13. WINNER'S LIST.** Beginning on or about October 31, 2014, you can obtain the name, city and state of the prize winner by sending a self-addressed, stamped envelope to "Snickers V-I-Z Fright Fest Sweepstakes – Winner's List Request," Six Flags Theme Parks Inc., 924 Avenue J East, Grand Prairie, TX 75050. Requests received after February 28, 2015 will not be honored.

**14. SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Six Flags Theme Parks Inc., 924 Avenue J East, Grand Prairie, TX 75050.

Mars Chocolate North America, LLC is not the sponsor of the Sweepstakes. All trademarks are property of their respective owners.