#### TOMY POKÉMON TRAINER CHALLENGE CONTEST

#### **OFFICIAL RULES**

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.

#### 1. ELIGIBILITY.

- a. The TOMY Pokémon Trainer Challenge Contest (the "Contest") is open only to individuals who, as of the entry date, (i) are legal residents of any one (1) of the forty-eight (48) contiguous United States or the District of Columbia and (ii) at least eight (8) years old but not older than thirteen (13) years old. The Contest is void outside the forty-eight (48) contiguous United States and the District of Columbia and where prohibited. Employees, agents, representatives, officers and directors of Six Flags Entertainment Corporation ("Sponsor") and TOMY International, Inc. ("TOMY"), and TPCi, Game Freak, Nintendo of America, Inc. and each of their respective parents, subsidiaries, affiliates, divisions, advertising and promotional agencies (collectively, "Contest 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.
- b. Entry and participation in the Contest requires paid entry to one of the Parks (as defined in Section 2 below) and attendance at such Park on August 10, 2014.
- **ENTRY PERIOD**. The Contest will take place on August 10, 2014 ("Contest Date") at each of the following theme parks (each, a "Park"):

Six Flags Magic Mountain (Valencia, CA)

Six Flags Great America (Chicago, IL)

Six Flags Great Adventure (Jackson, NJ)

Six Flags Over Texas (Arlington, TX)

Six Flags Over Georgia (Austell, GA)

# 3. HOW TO ENTER.

- a. To participate in the Contest, each entrant must complete and submit an entry form provided at the Park by 2:30 p.m. local time on the Contest Date. The entry form will be available at Guest Relations and from certain Park personnel on the Contest Date. **LIMIT: One (1) entry per person.** Each entrant must identify his or her parent or legal guardian ("Parent/Guardian) to who all notices in connection with entrant's participation in the Contest by the Sponsor will be directed. The Parent/Guardian must be older than eighteen (18) years old.
- b. All entries must be received by Sponsor by the above deadline. Failure to submit all required information and submissions in the manner required in these Official Rules, or submission of more than one (1) entry per person, may result in disqualification. Entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. All participants and entries are subject to verification by Sponsor. Any submission that does not comply with any aspect of these Official Rules may be rejected by Sponsor and the participant disqualified.

- c. Except where prohibited by law, each participant will be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release and a Publicity Release (an "Affidavit/Release") in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release.
- **4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each participant (and each Entrant's Parent/Guardian on behalf of himself/herself and on the entrant's behalf) 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 winners, and the awarding of prizes), which are final and binding in all respects.

# 5. JUDGING; WINNING; NOTIFICATION.

a. At approximately 2:45 p.m. local time at each Park ("Challenge Time") at the PARK locations set forth below, ten (10) finalist entrants will be randomly selected by Sponsor from all eligible entrants that entered the Contest at the applicable Park to participate in the challenge portion of the Contest (the "Challenge"). All entrants must be present at the Challenge Time to be eligible to participate in the Challenge and win any prizes in this Contest. If less than ten (10) entrants appear at the Challenge Time, the Challenge will take place with such lower number of finalist entrants. If an entrant fails to appear at the Challenge Time, such entrant will forfeit his/her chance to win any prize in this Contest. Sponsor shall not be liable for failed, returned or misdirected notifications, or notifications which otherwise cannot be sent by Sponsor or received by the potential winner.

Six Flags Magic Mountain (Valencia, CA) – Golden Bear Stage Six Flags Great America (Chicago, IL) – Mission Stage Six Flags Great Adventure (Jackson, NJ) – Skull Mountain Stage Six Flags Over Texas (Arlington, TX) – Back Porch Stage Six Flags Over Georgia (Austell, GA) – Dare Devil Dive Stage

b. At 3:00 p.m. local time at each Park, the ten (10) finalist entrants at each Park (or fewer number in accordance with Section 5(a)) will be required to perform the Challenge. Each Park will provide Pokémon Trainer costume items (including plush Pikachu, Pokémon Trainer's Kalos Region Pokédex and the Trainer Gloves with Sound) for the Challenge that each finalist entrant will be required to correctly dress up in as fast as they can. A Sponsor representative will time the Challenge and judge whether the Pokémon Trainer costume items are placed correctly based on the instructions provided to the finalist entrants at the time of the Challenge. The finalist entrant at each Park who completes the Challenge the fastest will win a prize in the Contest, and the Contest at the applicable Park shall immediately end at such time.

In the event of a tie between finalist entrants with the same length of time to complete the Challenge at the same Park, each tied entrant will compete again in the Challenge and a Sponsor representative will time the completion for each tied entrant ("Tie Breaking Event"). The winner of the Tie Breaking Event (e.g., the one who completes the Challenge in accordance with these Official Rules in the shortest length of time), will be eligible to receive the prize in this Contest.

- c. Each participant in the Contest shall perform the Challenge in a careful and safe manner. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be participating in the Contest in an unsafe or improper manner.
- d. Participation in this Contest means that you and your Parent/Guardian understand that your Parent/Guardian may receive text messages from Sponsor relating to the Contest, including to notify you are a potential finalist in the Contest, which will be subject to the charges pursuant to your

Parent/Guardian's carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas.

# 6. PRIZES.

- a. Subject to these Official Rules, five (5) prizes will be awarded in the Contest, one (1) prize to the winner at each of the five (5) Parks. Each prize consists of and is limited to only the following: four (4) 2015 season passes to a Six Flags theme park of winner's choice (valid only for the 2015 operating season) (approximate retail value ("ARV"): \$320.00), and one (1) Pokémon toy prize pack worth (ARV: \$250.00). The total ARV of each prize is \$570.00 and the total ARV of all prizes in the Contest is \$2,850.00. Sponsor reserves the right to substitute portions of the prize award with items of equal or greater value in the event of unavailability or other factors as determined by Sponsor in its sole discretion. If actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash.
- b. 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 winners in accepting the prize, and all federal, state and local taxes on the prize.
- c. Prizes are non-transferable and non-assignable, and are not refundable, and must be accepted as awarded. Prizes are 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. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes each winner's consent for Sponsor, TOMY, and their designees to record and photograph the participants and the winners at any Contest activity (including, without limitation, the Challenge) and to use each winner's name, biography, likeness, voice, photographs, opinions, statements, hometown, state and any recording or film of participants and winners 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.
- 8. 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 tampering with any portion of the Contest, or if 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. 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.
- **9. RELEASE.** By entering or participating in the Contest, each participant (and each Parent/Guardian of himself/herself and on the participant's behalf) forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor, TOMY, and all other Contest

Entities, and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the "Releasees") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from the participant's entry and/or participation in any portion of the Contest and/or the participant's award, receipt or use of any prize awarded in the Contest, including, but not limited to, any Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Releasee. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to participants or any third party arising in whole or in part, directly or indirectly, from entry and participation in the Contest, any Contest activities or any prize or 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 participants against the Releasees and no action will be taken by or on behalf of a participant with respect to any such claims and rights, it being understood that these Official Rules, including this Section 9, shall be binding upon each participants, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

- **LIMITATIONS OF LIABILITY.** Sponsor, TOMY, and all other Contest Entities are 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 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.
- DISPUTES. Participant (and each Parent/Guardian of himself/herself and on the participant's 11. behalf) 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.

- 12. <u>DATA COLLECTION</u>. 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://sixflags.com/privacy-policy.
- **OFFICIAL RULES.** These Official Rules are available at Guest Relations at each Park or by sending a self-addressed postage-stamped envelope to: Pokémon Trainer Challenge Contest Rules Request, Six Flags Entertainment Corporation, 924 Avenue J East, Grand Prairie, TX 75050, Attn: CA. Residents of Vermont need not affix return postage.
- **WINNER'S LIST.** Beginning on or about August 15, 2014, you can obtain the name, city and state of the prize winners by sending a self-addressed, stamped envelope to: Pokémon Trainer Challenge Contest Winner's List Request, Six Flags Entertainment Corporation, 924 Avenue J East, Grand Prairie, TX 75050, Attn: CA. Requests received after December 31, 2014 will not be honored.
- **15. SPONSOR.** The Contest is sponsored by Six Flags Entertainment Corporation, 924 Avenue J East, Grand Prairie, TX 75050.