

# Six Flags Rewards Rules, Terms, & Conditions of Participation

PLEASE READ THESE RULES, TERMS & CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE SIX FLAGS REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE RULES, TERMS & CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE RULES, TERMS & CONDITIONS, DO NOT PARTICIPATE IN THE SIX FLAGS REWARDS PROGRAM.

The Six Flags Rewards program ("Six Flags Rewards") is our way of thanking our most valued guests for their patronage and ongoing commitment to our Six Flags theme parks and water parks. Enrolling in Six Flags Rewards offers a unique opportunity for our Members and Pass Holders to earn special discounts, unique experiences and extra fun -- just for enjoying the parks and doing the things they would regularly do. Six Flags Rewards is a customer-loyalty program through which Six Flags offers eligible individuals the opportunity to earn points and qualify for different tiers of benefits and awards as explained throughout these rules, terms and conditions (collectively "Terms and Conditions"). Please read our privacy policy (available on page 25) and the Six Flags general privacy policy, available at [sixflags.com/privacy](https://www.sixflags.com/privacy), both of which are applicable to your participation in Six Flags Rewards.

These Terms and Conditions describe your access to, and participation in, Six Flags Rewards which is operated by Six Flags Entertainment Corporation, or its respective subsidiaries, licensees and affiliated companies (collectively, "Six Flags") in Washington D.C., the fifty (50) United States of America, and the Commonwealth of Puerto Rico. These Terms and Conditions do not alter in any way the terms or conditions of your Six Flags Membership agreement or any other agreement you may have with Six Flags for other products and services.

**Changes to or Termination of Program:** Six Flags reserves the right to change, modify and/or eliminate Six Flags Rewards and/or all or any portion of these Terms and Conditions or any policy, FAQ, or guideline pertaining to Six Flags Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to [sixflagsrewards.com](https://www.sixflagsrewards.com), and you waive any right you may have to receive specific notice of such changes or modifications. Your registration in and continuing participation in the Six Flags Rewards program confirms your acceptance of these Terms and Conditions and any such changes or modifications; therefore, you should review these Terms and Conditions and applicable policies and FAQs frequently to understand the terms and conditions that apply to Six Flags Rewards. If you do not agree to these Terms and Conditions, you must not participate in Six Flags Rewards.

**Home Park or Home Parks:** A Member's or Pass Holder's "Home Park" is defined as the park from which the Six Flags Member or Pass Holder enrolled. A Member's or Pass Holder's "Home Parks" are the Six Flags theme parks and water parks that are located within 50 miles of the Member's or Pass Holder's Home Park.

## ELIGIBILITY TO PARTICIPATE

To participate in Six Flags Rewards you must meet all of the following criteria:

1. **You are a current and valid Gold Plus Member, Platinum Member, Diamond Member, Diamond Elite Member, or Season Pass Holder ("Eligible Pass Holder").** Thrill Pass holders and single day ticket holders are not eligible to participate in Six Flags Rewards. In these Terms and Conditions, the term "Pass Holder" refers to a holder of any Eligible Pass or Membership.

2. **You are a legal resident of the fifty (50) United States, the District of Columbia, or Puerto Rico who is at least thirteen (13) years of age at the time of enrollment.** If you are between the ages of 13 and 18, you may only participate in Six Flags Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions.
3. **You have a personal email address that is used by only you.** Multiple Six Flags Rewards members may not share the same email address
4. **You must be willing to share with us (and allow us to keep on file) your name, email address (as described above), phone number, physical mailing address, birth date, gender, and Membership or Pass ID number.** How we use and store this information is described in detail in the Six Flags Privacy policy (available at [sixflags.com/privacy](http://sixflags.com/privacy)) and the ancillary Six Flags Rewards privacy policies described below.
5. **You are not a Six Flags Team Member.** Employees of Six Flags Theme Parks Inc. or any of its parents, subsidiaries, or affiliates, or anyone else who regularly works at any Six Flags owned or operated property may not participate in Six Flags Rewards.
6. **One Six Flags Rewards Account Per Person; No Sharing of an Account.** There is a limit of one Six Flags Rewards account per person and per email address. Accounts cannot be shared or combined.

Six Flags Rewards participation is part of a promotional program, has no cash value, and is not a gift card or a credit card.

## PROGRAM ENROLLMENT

**Holding an Eligible Pass does *not* automatically register you for Six Flags Rewards. You must enroll separately.** Eligible Pass Holders may enroll as follows:

- 1) Visit the Guest Portal at [mypass.sixflags.com](http://mypass.sixflags.com)
- 2) If you don't already have a Six Flags Guest Portal Online account, create one by providing your email address and a password.
- 3) Register your Six Flags Membership or Season Pass if you haven't done so already. Check the box indicating that you have read and agree to abide by these Terms and Conditions. Then check the box indicating that you would like us to enroll you in Six Flags Rewards.
- 4) If your Six Flags Membership or Season Pass is already registered, choose the "Six Flags Rewards" menu option. If you haven't already enrolled in Six Flags Rewards you will be asked to check the box indicating that you have read and agree to abide by these Terms and Conditions. Then check the box indicating that you would like us to enroll you in Six Flags Rewards.
- 5) You will receive a confirmation email that will provide you instructions for confirming your email address. Click the link in the email you receive and your Six Flags Rewards account will be activated and you may begin to accrue points.

In these Terms and Conditions, the terms "Participant," "you," "your," "they," "their" and "them" refer to a Member or Pass Holder who is eligible to enroll and has validly enrolled in Six Flags Rewards.

**Program Site Account Access & Security.** Upon your enrollment you will be assigned an account and asked to provide a password that will allow you to access account information and redeem awards on the Six Flags Rewards site. If you have forgotten your password, you can request a lost password email through the "Lost Password" feature either on [sixflagsrewards.com](http://sixflagsrewards.com) or by phone through customer service. Six Flags is entitled to act on

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instructions received under your Six Flags Rewards account. You are solely responsible for keeping your password and other account access information confidential and for restricting access to your computer and other devices, as applicable, so that others may not access your account. Six Flags will not be responsible for your failure to do so.

**Account Verification:** Enrollment and Six Flags Rewards account creation are subject to verification by Six Flags in its sole discretion. Six Flags also reserves the right to verify the information collected during enrollment or provided during participation in the program and, in its sole discretion, suspend or terminate any account and prohibit program participation by any individual or email address related to or suspected of being related to fraudulent activity, including, without limitation, signing up for multiple accounts.

### EARNING POINTS

We are pleased to be able to offer you a variety of different ways you can earn Six Flags Rewards points just for doing the types of things you probably already do. This section describes in detail how you can earn points which can be redeemed for a variety of different Six Flags-related rewards and experiences. Please note that many of these opportunities may require use of the Six Flags mobile app during your visit to the park. The following opportunities to earn points are always available:

<b>Make Purchases at Restaurants and Shops</b>	Participants can earn <b>25 points per dollar</b> spent at participating restaurants and shops at Six Flags theme parks and water parks.
<b>Visit Six Flags Theme Parks and Water Parks</b>	Participants can earn <b>50 points</b> for each visit to their Home Parks and <b>100 points</b> for each visit to most other Six Flags theme parks and water parks.
<b>Check-In/Ride Rides at the Park</b>	Participants can earn <b>3 points</b> for every ride they check-in at during a visit to the park.
<b>Attend Show Performances</b>	Participants can earn <b>6 points</b> for attending certain pre-identified show performances.

The following **Bonus Points opportunities** to earn points are available on a promotional basis – that is, only when specifically described/highlighted as active point-earning opportunities on the Membership Rewards website.

<b>Buy Promotional Items</b>	At various times Participants can earn bonus points by buying selected food and merchandise items which are identified as qualifying for “double points,” “triple points” or that have been assigned a specific number of bonus points.
<b>Enter Six Flags Rewards Contests</b>	At various times Participants can earn bonus points by entering Six Flags Rewards related contests.
<b>Add Add-Ons to Your Membership or Season Pass</b>	At various times Participants can earn bonus points spent on “add-ons” that are added to your Membership or Season Pass, including Dining Passes, or THE FLASH Passes.

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<b>Visit on Member Appreciation Days</b>	At various times Participants can earn bonus points for visiting the park on certain pre-identified "Member Appreciation Days." Participants must be Six Flags Members to earn bonus points on these days.
<b>Bring Friends to Member Appreciation Days</b>	At various times Participants can earn bonus points for each friend they bring with them for free on preidentified Member Appreciation Days. Participants must be Six Flags Members to earn bonus points on these days.
<b>Refer Friends to Become Members and Participants</b>	At various times Participants can earn bonus points for each friend you refer who becomes a Member and a Participant and an additional bonus points if your friend remains in the program for at least one year (maximum 2 friends per month).
<b>Buy Discount Tickets for Friends Online</b>	At various times Participants can earn bonus points spent by purchasing discount tickets for friends online and in advance.
<b>Provide a Back-Up Payment Type</b>	At various times Participants can receive bonus points by keeping a backup form of payment on file to ensure monthly Membership fees are covered. Participants must be Six Flags Members to earn bonus points for this activity.
<b>Register your Membership or Season Pass in the Six Flags App</b>	At various times Participants can receive bonus points for installing the Six Flags mobile app and adding their Membership or Season Pass to it.
<b>Participate in Online Sweepstakes</b>	At various times Participants can earn bonus points for entering designated sweepstakes on the Six Flags website.
<b>Take Surveys for Six Flags</b>	At various times Participants can earn bonus points by completing surveys sent to them by Six Flags.
<b>Read the Park Newsletter</b>	At various times Participants can earn bonus points for each issue of the Six Flags Park Newsletter that they open.
<b>Engage With Our Sponsors</b>	At various times Participants can earn bonus points by engaging with our sponsors online or at the park through special promotions announced in the Park Newsletter and on the Six Flags website.

The lists above are intended as a summary and are not intended to provide specific instructions or rules related to each point earning method. See the various sections below for complete details.

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The term “bonus points” indicates that the number of points a participant is awarded for participating in a particular activity varies and will be described in the Park Newsletter and on the Six Flags website.

## GENERAL POLICIES RELATED TO EARNING POINTS

Please note the following rules and policies related to earning points:

1. Only you may earn points towards your own account.
2. You may only earn points from participating venues at participating Six Flags parks.
3. The use of automated tools, devices or programs to earn points is strictly prohibited.
4. Purchases of group tickets, group catering events, and other services purchased through the park's Group Sales department are not eligible for Six Flags Rewards points.
5. Unless otherwise indicated, it takes 24 hours for earned points to appear in your account. If you believe you are missing points, please visit the Six Flags Rewards page of the Six Flags Guest Portal and complete the Missing Points form so we can assist you.

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## EARN POINTS BY VISITING THE PARK

You can earn 50 points each day you visit one of your Home Parks and 50 additional points each day you visit a participating Six Flags theme park or water park that is at least 50 miles from your Home Park. Parks that you may visit to earn points include:

- Six Flags Over Texas (Arlington, TX)
- Six Flags Over Georgia (Austell, GA)
- Six Flags St. Louis (Eureka, MO)
- Six Flags Great Adventure (Jackson, NJ)
- Six Flags Magic Mountain (Valencia, CA)
- Six Flags Great America (Gurnee, IL)
- Six Flags Fiesta Texas (San Antonio, TX)
- Six Flags America (Bowie/Mitchellville, MD)
- Six Flags Discovery Kingdom (Vallejo, CA)
- Six Flags New England (Agawam, MA)
- The Great Escape and Splashwater Kingdom (Queensbury, NY)
- Hurricane Harbor Arlington (Arlington, TX)
- Hurricane Harbor Los Angeles (Valencia, CA)
- Hurricane Harbor New Jersey (Jackson, NJ)
- Hurricane Harbor Chicago (Gurnee, IL)
- Six Flags White Water (Marietta, GA)
- Hurricane Harbor Concord (Concord, CA)
- Six Flags Darien Lake (Darien Lake, NY)
- Frontier City (Oklahoma City, OK)
- Hurricane Harbor Oklahoma City (Oklahoma City, OK)
- Hurricane Harbor Phoenix (Phoenix, AZ)
- Hurricane Harbor Splashtown (Houston, TX)

You will not receive points for visiting any park outside of the United States, or for staying at or visiting the Six Flags Great Escape Lodge (including the Great Escape Lodge indoor waterpark).

A "visit" is defined as initial entry through the front gate turnstiles of at least one of the above-listed parks. Participants will only receive credit for visiting one Six Flags park per calendar day, regardless of how many different Six Flags parks they visit or how many times they enter and exit the same park during the same calendar day. Participants will only receive credit for the first Six Flags park they enter on any given calendar day.

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#### EARN POINTS BY MAKING PURCHASES AT PARTICIPATING RESTAURANTS AND SHOPS

You can earn 25 points for each whole U.S. dollar that you spend at participating restaurants and shops at any participating Six Flags theme parks and water parks. To earn points for your purchase, present your Eligible Membership Card at the point of purchase at the beginning of each transaction you make in the park at any restaurant or shop.

Only one Six Flags Rewards participant may receive points for an individual transaction. If you want to split the points between two separate participants, make two separate transactions.

Food credit, merchandise credit and tickets purchased from a third-party retailer, travel agency, or other vendor are not eligible for points.

You may not earn Six Flags Rewards points and credit towards other Six Flags affiliated loyalty programs for the same in-park purchase. If multiple rewards programs/point earning opportunities are available at the time of purchase you will be asked to select one.

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#### EARN POINTS BY CHECKING-IN AT RIDES

You can receive 3 points for every ride you check in at during your visit to Participating parks. Participants can receive credit for visiting each ride once per operating day (an "operating day" is defined as the day a ride opens until the time that it closes for that day, which may in some cases take place after midnight).

To receive credit for visiting rides, guests use the Six Flags mobile app to "Check In" on the ride through the following procedure:

- 1) Ensure that your Pass is registered in the Six Flags mobile app. If you have multiple Passes registered in the Mobile App, make sure that the Pass you wish to check in is "active."
- 2) Stand near the entrance, exit or lockers of the ride you plan to check in at. You SHOULD NOT under any circumstances attempt to check in to a ride while riding the ride.
- 3) Navigate to the ride's page within the mobile app.
- 4) A Click the "Check In" button, which will appear on the ride's page in the app when you are near the entrance of the ride.
- 5) If one or more other Participants wants to use the same mobile device you used to check in, each other Participant should switch the "active" Participant in the app and repeat steps #3 and #4.

You must be in the park to receive credit for checking in to a ride (even if someone were to check in to the ride on your behalf, you will not receive credit unless you are actually at the park).

Each Participant can only check in at each ride once per day.

Use of the Six Flags Mobile App is required to earn points by going on rides.

## EARN POINTS BY ATTENDING SHOWS

You can receive 6 points for every participating live show you check in at during your visit to participating parks. Participants can receive credit for visiting each ride once per operating day (an “operating day” is defined as the day a ride opens until the time that it closes for that day, which may in some cases take place after midnight).

To receive credit for visiting a covered performance, guests use the Six Flags mobile app to “Check In” from within the auditorium or seating area of the show using the following procedure:

- 1) Ensure that your Pass is registered in the Six Flags mobile app. If you have multiple Passes registered in the Mobile App, make sure that the Pass you wish to check in is “active.”
- 2) Navigate to the show’s page within the mobile app. If you are in the auditorium or seating area of the performance, you will see a “Check In” button on the page. Click the “Check In” button.
- 3) You MUST check in to the performance no earlier than 30 minutes before the scheduled performance time and no later than 30 minutes after the performance is scheduled to end.
- 4) If you want to use the same mobile device to check in multiple individuals, switch the “active” Member in the app and repeat steps #2 and #3.

Use of the Six Flags Mobile App is required to earn points by attending certain shows.

## BONUS POINT OPPORTUNITIES

This section describes the policies/rules relating to “Bonus Point Opportunities.” Bonus Points are only available during specific periods and at specific locations, as described on the Six Flags Rewards/Guest Portal website. When these opportunities are available, the following rules apply.

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### EARN BONUS POINTS BY BUYING SPECIALLY IDENTIFIED FOOD OR MERCHANDISE ITEMS

When indicated on our website, you may be able to earn bonus Rewards points – in addition to the standard points that are earned by buying food and merchandise in your Home Park – when you buy certain pre-identified food or merchandise items that carry the promise of “double points,” “triple points” or a specific number of points during an indicated time period.

Special offers on certain products will be specifically identified in the Six Flags Newsletter and in the Six Flags Guest Portal. Bonuses apply only to the specific products identified by the associated bar code on the item and will not apply to similar items or other items sold at the park or restaurant. Bonuses only apply during the pre-identified period of the special promotion.

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### EARN BONUS POINTS BY PARTICIPATING IN AND/OR WINNING CONTESTS

You can earn bonus points by winning skill-based and/or achievement-based contests which will be announced from time to time in the Six Flags Newsletter and the Six Flags Guest Portal.

Examples of such contests may include: “Six Flags Rewards Participant who earns the most points in one month” or

“Six Flags Rewards Participant who posts the most about Six Flags on social media in June.” Contests details (including the start and end dates of the contest, the requirements to win the contest, and the prizes) will be announced in the Six Flags Newsletter and Six Flags Guest Portal before the contest starts.



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Contest eligibility and contest rules will be published at the time the contest is announced and will be available for review in the Six Flags Guest Portal. Contest winners will be selected by our judges according to the rules contest rules, and contest winners will be announced in the Six Flags Newsletter and in the Six Flags Guest Portal. The Six Flags mobile app may or may not be required to win, depending on the nature of the contest.

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### EARN BONUS POINTS BY VISITING ON MEMBER APPRECIATION DAYS

When indicated on our website, you may be able to earn bonus Rewards points by visiting one of your Home Parks on designated Member Appreciation Days.

To receive points, you must visit the Home Park that is hosting the designated Member Appreciation Day. You must also be a Six Flags Member to be eligible for these bonus points.

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### EARN BONUS POINTS BY BRINGING FRIENDS TO MEMBER APPRECIATION DAYS

When indicated on our website, you may be able to earn bonus Rewards points by bringing friends to your Home Park on a designated Member Appreciation Day using a valid Bring a Friend Free coupon.

Points will only be awarded for bringing a friend to your Home Park using a Bring a Friend Free coupon on Member Appreciation Days only when it has been specifically announced that points will be awarded for doing so in the Member Newsletter and in the Guest Portal. You must be a Six Flags Member to earn these bonus points.

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### EARN POINTS BY REFERRING A FRIEND TO BECOME A MEMBER

When indicated on our website, you may be able to earn bonus Rewards points for referring a friend to become a Six Flags Member at your Home Park, and an additional set of bonus points if your friend is still an active Member with his or her account "in good standing" at the end of one calendar year from the time he or she signed up. Participants may earn points for referring a maximum of 15 friends per calendar year.

To receive bonus rewards points for referring a friend, Participants should do the following:

- 1) Retrieve your Membership Referral Code from your Membership Portal at [sixflagsrewards.com](http://sixflagsrewards.com).
- 2) Have your friend sign up for their Membership by visiting [sixflags.com/friendsignup](http://sixflags.com/friendsignup).
- 3) Your friend must use your Membership Referral Code at the time they sign up for their Membership or we will be unable to award you any referral points.
- 4) Your friend must sign up for one of the following Memberships at one of your Home Parks: Gold Plus Membership, Platinum Membership, Diamond Membership or Diamond Elite Memberships. You will not receive points if he or she signs up for a Season Pass or a Membership product not listed in this #4.
- 5) Within 24 hours of your friend becoming a Member at one of your Home Parks, you will receive an email confirmation that your friend has become a Member and bonus points will be posted to your Six Flags Rewards account.
- 6) Once your friend enrolls in Six Flags Rewards they will also receive bonus points posted to their Rewards account.

You may refer as many friends as you wish. However, you will only receive points for the fifteen friends you refer during each calendar year. Friends who use your Referral Code to become a Member will receive both sign up points and anniversary points when they join and remain in the Rewards program, regardless of how many people have used your Referral Code during a calendar month. Member Referral Codes are for personal use and private distribution only. Publishing Member Referral Codes online via social media, public bulletin boards, or any other means will result in voiding of all associated point awards.

### EARN POINTS BY BUYING DISCOUNT ADDITIONAL TICKETS ONLINE AND IN ADVANCE

When indicated on our website, you may be able to earn bonus Rewards points for each whole U.S. dollar that you spend by buying friends Home Park discount tickets online and in advance when you order through the Six Flags Guest Portal. To receive credit, Participants must use the following procedure to buy their "friend tickets":

- 1) Look for friend discount opportunities in the Six Flags Newsletter or in the Six Flags Guest Portal.
- 2) Visit [mypass.sixflags.com](http://mypass.sixflags.com) to view your list of benefits and use the "Buy Online" button to order your tickets from our online store.
- 3) Within 24 hours of the completion of your transaction, you will receive bonus Rewards points for each whole U.S. dollar you spend on your friend's tickets.

To receive credit, friend tickets must be purchased at least the night before you intend to visit the park with your friend. Your friend must attend the park with you. Discount friend tickets purchased at the park box office or on the same day that you visit the park do not qualify for points.

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### EARN POINTS BY PROVIDING A BACKUP MEMBERSHIP PAYMENT TYPE

When indicated on our website, you may be able to earn bonus Rewards points a month for keeping a backup form of payment on file for your Membership account.

To be eligible to receive these points, you must have a backup form of payment on file with your Six Flags Membership account at the time we collect your monthly Membership payment. If you do not currently have a backup form of payment on file, you can add one by logging in to the Six Flags payment portal at [sixflags.com/payments](http://sixflags.com/payments), and choosing the "Add a Second Form of Payment" option.

You can use either an alternate credit card or a PayPal account as your backup form of payment.

Points will automatically be assigned to your Six Flags Reward account within 24 hours of your monthly payment day if you have a backup form of payment associated with your account at the time we bill your account.

If there are multiple Memberships associated with your Membership account with multiple Six Flags Rewards accounts, then each Six Flags Rewards account will receive credit for having a backup form of payment on file.

The Six Flags Mobile app is not required to earn points by providing a backup Membership payment type. You must be a Six Flags Member to be eligible to earn bonus points for providing a backup Membership payment type.

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### EARN POINTS BY REGISTERING YOUR MEMBERSHIP OR SEASON PASS IN THE SIX FLAGS MOBILE APP

You can earn bonus Rewards points for installing the Six Flags Mobile app on your phone and adding your Membership or Pass Card ID to the app. Your Rewards account will only receive points the *first* time it is registered in our mobile app.

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The official Six Flags Mobile app is available for free for iOS and Android. It features park maps, information about attractions, events, restaurants and more. It also allows you to view your Membership or Pass Holder account, including details of your participation in the Six Flags Rewards program.

To receive Rewards points for registering your Membership or Season Pass in the Six Flags app:

- 1) Install either the iOS or Android version of the Six Flags Mobile app on your phone.
- 2) Open the app. Open the section labeled "My Six Flags"
- 3) Click the button at the bottom which says "Scan Season Pass"
- 4) Enter your last name and scan your pass or your Membership account/Rewards account ID number using the functionality provided.

Points are assigned to the Six Flags Rewards account that is associated with the Membership or Season Pass being registered. The Six Flags Mobile app is required to earn points by registering your Membership or Season Pass in the app.

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### EARN BONUS POINTS BY ENTERING SIX FLAGS ONLINE SWEEPSTAKES

When indicated on our website, you may be able to earn bonus Rewards points for entering Six Flags Rewards eligible sweepstakes and contests on the Six Flags website that are affiliated with or sponsored by your Home Park. The number of points you can earn for participating in any sweepstakes will be specifically indicated on the sweepstakes entry form.

You will only receive points for entering sweepstakes that are specifically identified as "Six Flags Rewards Eligible."

If you participate in a sweepstakes that is *not* described as "Six Flags Rewards Eligible" you will not receive points.

You will receive points for entering each eligible sweepstakes only once regardless of how many times the sweepstakes rules authorize entry.

To receive Rewards credit for entering a Six Flags Online sweepstakes, register for the sweepstakes in accordance with the sweepstakes official rules using the same email address you used to register for the Rewards program.

Earning points in this manner does not in any way impact your chances of winning any Six Flags sweepstakes.

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### EARN BONUS POINTS BY TAKING SIX FLAGS SURVEYS

When indicated on our emails, you may be able to earn bonus points for completing surveys sent to you by Six Flags that are specifically marked "Six Flags Rewards Eligible." The number of points you can earn for completing a survey will be specifically indicated on the survey start page or in the email invitation, along with any other requirements for participating in the survey.

To receive bonus points for completing a survey:

- 1) You must have received the survey from Six Flags and it must be an official Six Flags survey.
- 2) You must have been specifically invited by Six Flags to take the survey. You cannot receive Rewards credit for taking surveys that were forwarded to you by others.

- 3) If asked to provide an email address at the beginning of the survey, you must enter the email address you used to sign up for your Six Flags Rewards account.
- 4) You must honestly complete the survey and must make an effort to answer all of the questions to the best of your ability. If through investigation it is determined that survey responses are fraudulent, incomplete or otherwise invalid, you will not receive credit for completing the survey.

**If there is a sweepstakes associated with completion of the survey:** Being a Participant does not increase your chance of winning any Six Flags sweepstakes.

Sweepstakes conducted in conjunction with surveys are not Six Flags Rewards eligible sweepstakes. While you will earn points from completing the survey, you will not receive *additional* points for “participating” in any sweepstakes that is associated with the survey.

#### EARN BONUS POINTS BY READING THE SIX FLAGS NEWSLETTER

When indicated on our website, you may be able to earn bonus Rewards points for each issue of the Six Flags Newsletter you open.

You will be sent the Six Flags Newsletter at the email address you used to register for Six Flags Rewards. Provided we are able to track that you opened any individual issue of the newsletter, we will award you points for doing so.

We can track that you opened your Six Flags Newsletter in one of two ways. First, if you elect to “display images” in the Six Flags Newsletter, we will automatically be notified that you opened your newsletter. Alternatively, you may also manually indicate that you opened your newsletter by clicking the “Track Open” button that appears at the bottom of every Six Flags Newsletter.

We will only award you points for the first time you open any given issue of the Six Flags Newsletter. If you open the same issue of the Newsletter multiple times you will only receive points the first time you open it.

We can only award you points for opening the Six Flags Newsletter that is sent specifically to the email address you provided at the time you registered for your Six Flags Rewards account. We cannot award credit to you for opening Newsletters that were, for example, forwarded to you by a friend.

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#### EARN BONUS POINTS BY ENGAGING WITH OUR SPONSORS

When indicated on our website, you may be able to earn bonus points by engaging with our sponsors at the park and/or at other locations through special promotions announced in the Six Flags Newsletter and in the Guest Portal. These limited-time special offers are subject to the rules and restrictions outlined in conjunction with the promotion announcement.

#### REDEEMING POINTS

Six Flags Rewards points may be redeemed for discounts, products, services and experiences that are shown/available in the Six Flags Rewards Redemption Portal, found in your Guest Portal.

- 1) Points awarded through Six Flags Rewards may ONLY be used towards the redemption of items shown in the Six Flags Rewards Redemption Portal. They may not be used for any other purpose. Points are non-transferable, have no-fixed cash value, and are not redeemable for cash or any other form of park credit and cannot be used as payment of any obligation to us.

- 2) Participants may apply their points towards any item that is displayed/available in the Redemption Portal at the time of redemption.
  - 3) Items available for “purchase” (using points) in the Redemption Portal are subject to change frequently, without notice. New items will be added and other items will be removed on a regular basis. Redemption items are subject to limited availability.
  - 4) The number of points required to “purchase” each item in the Redemption Portal is subject to change without notice.
  - 5) Rewards redeemed through the Rewards Redemption Portal are delivered in the form of eCoupons which are assigned to the Participant’s cards and may be redeemed by following the instructions shown on each eCoupon in the Participant’s eCoupon portal. Reward eCoupons are non-transferable and the Participant’s Membership or Pass Holder card must be present at the time of redemption.
  - 6) Once initiated, point redemptions may not be reversed, cancelled or refunded under ANY circumstances.
  - 7) Reward eCoupons have no cash value, are not gift cards, and may not be exchanged for cash, credit or anything other than the item described on the eCoupon.
  - 8) Redemption items at the park (that is, the items described on the eCoupon) may be available in limited quantities and subject to availability. In the event that the item described on the eCoupon is unavailable (such as a particular piece of merchandise), the park *may* at its sole discretion offer to replace the item with an alternative item OR the guest may be required to wait until stock of the item is replenished. If for some reason the park determines that the item described on the eCoupon cannot ever be provided (because, presumably, the item is no longer available) then the park will provide the guest with an alternative. Selection of alternative items is solely at the park’s discretion.
  - 9) It is important to read the specific rules/requirements associated with the redemption of individual Rewards eCoupons. Redemption of some items may require reservations to be made in advance of use.
  - 10) Unless specifically indicated on the eCoupon rules, a maximum of one (1) Redemption eCoupon may be applied towards any individual transaction. Unless specifically indicated in the eCoupon rules, Rewards eCoupons may not be combined with other eCoupons in the same transaction.
  - 11) Unless otherwise indicated at the time of redemption, Reward eCoupons expire six (6) months from the time they are issued. If you are a Six Flags Member, reward eCoupons will immediately expire when you cancel your Six Flags Membership account or when/if your Six Flags Membership is terminated for any reason. If you are a Six Flags Season Pass Holder, reward eCoupons will immediately expire when your Season Pass is voided at the end of your Home Park’s operating season. If you renew your Season Pass through an email communication sent to you or on our site by visiting the sales page for current Pass Holders, your unexpired Reward eCoupons will transfer to your new Season Pass. You must renew in consecutive seasons to retain your unexpired Reward eCoupons.
  - 12) Reward eCoupons may only be redeemed when the Participant’s Rewards account and Membership account or Season Pass is active and in good standing.
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## TAXES

You are responsible for any and all federal, state, or local income tax, fees, or other charges that may be imposed by any governmental or regulatory authority on the Rewards you receive.

## PROGRAM POLICIES

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### POLICIES THAT IMPACT YOUR POINT BALANCE

**Points are Non-Transferable:** Points, awards, Rewards benefits and other aspects of your Six Flags Rewards account do not constitute your property. Except as expressly set forth in these Terms and Conditions, you cannot give away points, awards, benefits and accounts and they are not negotiable, commissionable or redeemable for cash, and are void if you sell, barter, auction, donate, assign, convey or otherwise transfer them (or make any attempt to do so) in a manner not expressly allowed by these Terms and Conditions. Points, awards, benefits and accounts may not be transferred via divorce or inheritance. In the event that you make any attempt to sell, barter, auction, donate, assign, convey or otherwise transfer your points, awards, benefits or account to a third party in violation of these Terms and Conditions, you and all other persons involved in advertising, facilitating or administering the prohibited transfer may, in Six Flags' sole discretion, be required to immediately forfeit all points or awards, have your respective Membership or Season Pass terminated and be barred from future participation in Six Flags Rewards or any other Six Flags loyalty program.

**Combining Points from Multiple Accounts:** You may not combine your Rewards points with points belonging to anyone else, including your spouse. However, Six Flags may in some circumstances permit the transfer, combination or conversion of points or awards or the merger of accounts in the Rewards program. Six Flags

reserves the right, in its sole discretion, to reverse or refuse to process any transfer, combination or conversion of points or awards or merger of accounts, including, without limitation, if Six Flags suspects that any party to the transfer, combination, conversion or merger has acted fraudulently, or otherwise violated these Terms and Conditions.

**Points Have No Cash Value:** Points have no fixed value are not redeemable for cash or any other form of credit and cannot be used as payment of any obligation to us. Points have no value whatsoever until presented by a Participant for redemption in accordance with these Terms and Conditions.

**Points Expire After 18 Months:** Unless specifically indicated at the time they are earned, unredeemed points expire eighteen (18) months after they are earned. You can monitor the expiration date of your points in your Guest Portal. See "Point Forfeiture Policy."

**Account Corrections:** If you believe Rewards points were not properly credited to your account, contact Guest Relations through your Guest Portal within 60 days of points being assigned (or the date when you believe the points *should* have been assigned, but were not).

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### FRAUDULENT ACCOUNT ACTIVITY

Any fraudulent enrollments or abuse of Rewards program benefits may result in the suspension or termination of your Six Flags Rewards account, voiding or forfeiture of any awarded points and/or the rescindment of Rewards at your loss.

In the event Six Flags suspects fraudulent conduct or program abuse, Six Flags reserves the right, with or without notice to you, (a) to delay or suspend all activity, and (b) to audit or investigate any Six Flags Rewards account at any time. During the course of an audit or investigation, your account information may be shared with any third party with whom Six Flags has designated to assist in performing such audit or investigation. While the account is suspended, you may continue to accrue points in the account, but no point redemptions or other transactions will be permitted and any outstanding reward redemptions and benefits will be subject to cancellation or suspension. Cancelled reward redemptions and benefits must be surrendered to Six Flags upon Six Flags' request. Upon completion of the audit or investigation, if fraudulent conduct or program abuse has been detected by Six Flags, Six Flags may exercise any one or more of Six Flags' remedies or any other remedies available at law or in equity.

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### PROGRAM-RELATED COMMUNICATIONS

By becoming a Participant, you authorize Six Flags to contact you via email and postal mail with Rewards program administrative and transactional information both during your participation in the Rewards program and after your participation in the program has ended. You also authorize Six Flags to contact you via email and via postal mail about Six Flags related promotions, special offers, discounts or contests.

An important component of Six Flags Rewards is the Six Flags Newsletter which includes program news, special offers and promotions, and information about program policy changes which may impact you. The same information that appears in the newsletter will also appear in the Guest Portal. Six Flags and its partners are not responsible for delayed, lost, or misdirected mail, email, or other correspondence.

Rewards program information we choose to send directly to you, including rewards and special offer information, will be sent to the email address you used to enroll in the program, which you may change as described below. Your Six Flags Rewards email address will also be used by you as your online identification when logging in to your

Guest Portal. To change your profile information, visit your Guest Portal at [mypass.sixflags.com](http://mypass.sixflags.com) and follow the update instructions. We are not responsible for your failure to receive program information, or to receive or participate in offers, rewards or benefits due to your incorrect on-file information.

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#### MEMBER RECORD CHANGES

**Name Changes:** You are responsible for advising Six Flags, through your Guest Portal of any name change. You must provide Six Flags with any government/state issued photo ID, such as a drivers' license, including your signature and Member or Season Pass Number, plus the date of your request, for name change requests. The requirements for a name change are either an old and new ID showing old and new name, a marriage or divorce decrees showing the old and new name, or an official court documents showing the old and new name. One ID only will not suffice and will be rejected.

**Other Account Changes:** You are responsible for advising Six Flags, through your Guest Portal, of any changes in your contact information including address, phone number or email address to ensure shipment of your reward to the accurate address.

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#### ACCOUNT TERMINATION

**Your Right to Terminate Your Account:** If you would like to cancel your Six Flags Rewards account you may do so at any time. Visit your Guest Portal and select the "Cancel Account" button on your Preferences page. As soon as you cancel your account, all benefits associated with your participation in the program will be cancelled and forfeited. If you decide you want to join again at a later date, you can do so at any time, subject to then applicable terms and conditions; provided, however, you cannot join the Rewards program more than once during any twelve (12) month period. We may cancel your Six Flags Rewards account if we determine that you are not eligible to participate in the program or that you have not complied with or have violated these program rules.

**Our Right to Terminate Your Account:** Six Flags may terminate your Six Flags Rewards account and/or cancel some or all of your Six Flags Rewards points or other rewards accrued or issued at any time and may take appropriate administrative and legal action if you abuse, violate or defraud the Rewards program, Six Flags Guest Portal, Membership Guide, Membership Brochure, points or reward redemption, these Terms and Conditions or any federal, state or local law. Six Flags may also modify the points listed in your account to reflect actual activity.

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#### PROGRAM TERMINATION

Six Flags reserves the right, in its sole discretion, to terminate or modify the Six Flags Rewards program at any time, with or without reason. If Six Flags terminates the Six Flags Rewards program, Six Flags shall have no obligation to offer a replacement program. Any Six Flags Rewards benefits or services claimed prior to termination of the Six Flags Rewards program will be honored and granted for up to three months following notification that the Six Flags Rewards program has been terminated, without giving rise to any claims for reimbursement, substitution or exchange of other Six Flags services. You will not have the opportunity or right to earn or accumulate additional rewards or points once you have been notified that the Six Flags Rewards program has been terminated. All benefits, awards and credits unredeemed as of the program termination date shall be forfeited without remuneration or any further obligation or liability, and no benefit or award claims shall be honored thereafter.



## CHANGES TO THE PROGRAM OR THESE TERMS AND CONDITIONS

**Modifications to these Terms and Conditions:** Six Flags reserves the right to modify these Terms and Conditions from time-to-time, with reasonable notice to you of material changes as described in this section. Six Flags will notify you of changes to the Terms and Conditions by posting them to your Guest Portal and may also notify you by email or mail to the address then associated with your account. The updated Terms and Conditions will be effective as of the time of posting, or upon such later date or by such other method as specified by Six Flags. Unless otherwise stated, the updated Terms and Conditions will apply to your participation in the program beginning as of their effective date.

**Modifications to the Program:** Six Flags reserves the right to, from time to time, among other things: change earning ability; withdraw, limit, modify or cancel any award or benefit; cancel or change partner awards or programs; increase or alter the point or other requirements to earn an award or benefit; modify or regulate the transferability of points, awards or benefits; modify the Membership tiers or the benefits available to a Participant of any tier; or add blackout dates. Six Flags may limit the number of Participants and may temporarily or permanently discontinue registering new Participants at any time and for any reason without notice.

**Continuing Participation Marks Acceptance of Changes:** Six Flags will use reasonable efforts to advise you of material changes to these Terms and Conditions in advance, but shall not be held liable in any way for any failure to do so. Your continued participation in the program constitutes your acceptance of any changes to these Terms and Conditions. The Terms and Conditions published to the Guest Portal supersede all information previously published and will serve as current posted Terms and Conditions. You are responsible for periodically visiting this site to view any changes.

Six Flags is not responsible for partner withdrawals from the program, changes in partner service, or issues associated with point accrual or use caused by withdrawal of any partner.

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## POINT FORFEITURE POLICY

You must remain a Six Flags Member or Pass Holder to retain the points you accumulate. If you allow your account to lapse or remain inactive for a period of six (6) consecutive calendar months, you will forfeit all accumulated Six Flags Rewards points. If you are a Six Flags Member, paying your monthly Membership fees and bringing your account up-to-date keeps your account active. If you are a Six Flags Pass Holder, you must renew your Season Pass each season to keep your Rewards account active.

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## PRIVACY POLICY

Your participation in the Six Flags Rewards program is subject to the Six Flags privacy policy ([sixflags.com/privacy](https://sixflags.com/privacy)). The following additional provisions also apply:

The administration of your account and the provision of offers, rewards, benefits, products, and services within the

Six Flags Rewards program require the collection, processing, and use of data as set out in this privacy policy. When you become a Member or Season Pass Holder, Six Flags collects information that you supply, such as your name, address, telephone number, e-mail address, birth date, and information related to your personal preferences as it relates to Six Flags. By submitting your personal information and agreeing to become a Participant, you consent to Six Flags and its Affiliates (as defined below) using and sharing personal information about you for the purposes of administering your account(s), and for offering and providing rewards, benefits, products, goods, and services to you in connection with Six Flags Rewards. For purposes of these Terms and

Conditions, "Affiliates" means companies that (i) are owned or controlled by Six Flags, or (ii) have entered into partnership relationships with Six Flags. If you do not consent to your data being used and shared in the manner and for the purposes set out above, you will not be able to participate in the Six Flags Rewards program or receive information about the rewards, benefits, products, goods, and services we provide in connection with the program.

Six Flags and Affiliates may share personal information with third parties engaged to assist them in providing services to you or to carry out one of the business purposes described above. These service providers are prohibited from using your personal information for any purpose other than to provide this assistance and are required to protect personal information disclosed by Six Flags.

If you choose to participate in Six Flags Rewards contests, you authorize us to share your first name, last initial, home town and relevant point-related information in the Six Flags Newsletter and in the Guest Portal.

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#### NO WARRANTIES; LIMIT ON LIABILITY

**Suitability of this Program for You:** THIS PROGRAM IS MADE AVAILABLE TO YOU ON AN AS-IS, AS-AVAILABLE BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SIX FLAGS AND THE OWNERS, OPERATORS, DIRECTORS, MANAGERS, AND EMPLOYEES OF ANY SIX FLAGS PROPERTY (COLLECTIVELY, THE "SIX FLAGS PARTIES") MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE PROGRAM FOR YOU. THE SIX FLAGS PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK.

**Accuracy of Program Materials:** WITHOUT LIMITING THE FOREGOING, THE SIX FLAGS PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION RELATED TO THE PROGRAM IS ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY, OR CURRENT OR THAT THE PROGRAM WILL OPERATE WITHOUT INTERRUPTION OR ERROR. DESPITE OUR COMMERCIALY REASONABLE EFFORTS, THE PROGRAM SITE AND OTHER PROGRAM MATERIALS MAY CONTAIN TYPOGRAPHICAL OR OTHER ERRORS OR INACCURACIES, INCLUDING, WITHOUT LIMITATION, REGARDING THE AMOUNT OR VALUE OF A PARTICULAR AWARD, THE NUMBER OF POINTS REQUIRED TO REDEEM A PARTICULAR AWARD, THE NUMBER OF POINTS TO BE AWARDED FOR A PARTICULAR ACTION, THE ABILITY TO REDEEM AN AWARD OR RECEIVE A REWARDS BENEFIT AT A PARTICULAR PROPERTY, OR THE CLASSIFICATION OF ANY PROPERTY FOR AWARD PURPOSES. NO SIX FLAGS PARTY WILL BE RESPONSIBLE FOR ANY SUCH ERROR, TYPO, OR MISPRINT IN THESE TERMS AND CONDITIONS OR ANY PROGRAM MATERIALS. SIX FLAGS RESERVES THE RIGHT TO VOID OR REFUSE TO PROCESS ANY PROGRAM AWARD, PURPORTED POINT-EARNING EVENT, OR OTHER TRANSACTION ARISING OUT OF SUCH AN ERROR, TYPO, OR MISPRINT.

**Claims Not Affected by General Release:** EACH MEMBER UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY COUNTRY, STATE, PROVINCE OR TERRITORY ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA READS AS FOLLOWS: "CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**Liability for Claims Arising from the Program:** IN NO EVENT WILL A SIX FLAGS PARTY BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM. YOU AGREE THAT THE SIX FLAGS PARTIES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR ARISING OUT OF THE PROGRAM AND THESE TERMS AND CONDITIONS, WILL NOT EXCEED THE LESSER OF TEN UNITED STATES DOLLARS (US \$10.00) OR THE AMOUNT PAID BY YOU, IF ANY, SPECIFIC TO PARTICIPATION IN THE PROGRAM, PLUS ANY PREVAILING PARTY COSTS OR FEES RECOVERABLE PURSUANT TO APPLICABLE LAW. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**Six Flags is Held Harmless:** By participating in the program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Six Flags Entertainment Corporation and its subsidiaries, Affiliates, agents, promotional and advertising agencies, licensees, distributors, and each of their respective officers, directors, employees, shareholders, successors, assigns, and service providers from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Participant and/or Participant's participation in the program, or for any harm or injury caused by any third party in connection with the Rewards program.

**No Liability for Third-Party Partners:** Six Flags may engage third party partner companies to provide certain Rewards benefit services. Six Flags is not responsible, and assumes no liability, for the goods and services of such partner companies (including any changes to or discontinuances of such partner companies' goods or services). SIX FLAGS PARTIES WILL NOT BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS OF ANY OTHER MEMBER, A THIRD PARTY OR PROGRAM PARTNER OR ANY PARTNER'S LOYALTY OR REWARDS PROGRAM.

**Member Agrees to Abide by All Terms:** ALL TERMS AND CONDITIONS OF THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE FOREGOING WAIVERS, LIABILITY LIMITATIONS, AND INDEMNIFICATION OBLIGATIONS, ARE ACCEPTED BY, AND ARE LEGALLY BINDING ON, THE PARTICIPANT BY VIRTUE OF JOINING THE PROGRAM, WITHOUT ANY FURTHER ACTION ON THE PART OF THE PARTICIPANT.

This entire section will survive the termination of this program and your participation in it.

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#### GOVERNING LAW

As a condition of participating in the program, each Participant agrees that, except where prohibited by law, any and all disputes, claims, and causes of action arising out of, or connected with, the program or these Terms and Conditions shall be resolved individually, without resort to any form of class action, and solely and exclusively by a federal or state court located in Dallas, Texas, and each Participant submits to sole and exclusive personal jurisdiction to said courts in Texas for any such dispute and irrevocably waives any and all rights to object to such jurisdiction. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions and a Participant's rights and obligations, or the rights and obligations of Six Flags in connection with the program, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules.

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#### DISPUTE RESOLUTION BY BINDING ARBITRATION

EXCEPT AS EXPRESSLY NOTED BELOW, ANY DISPUTE BETWEEN YOU OR ANY OTHER PARTICIPANT AND SIX FLAGS ARISING UNDER, OUT OF, IN CONNECTION WITH, OR IN RELATION TO THE PROGRAM OR THESE TERMS AND

CONDITIONS MUST BE SUBMITTED TO BINDING ARBITRATION UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT. The dispute must be arbitrated in accordance with the then current Six Flags rules and procedures cited below and under the auspices of the American Arbitration Association (“AAA”), except to the extent the AAA Rules (as defined in this provision) are modified by these rules and procedures. A dispute or claim relating to personal injury or other similar claims arising out of or in connection with an accident or claimed physical injury at any Park are expressly excluded from this arbitration provision and these Terms and Conditions.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Six Flags should be addressed to: General Counsel, Six Flags Entertainment Corporation, 230 Park Avenue, 16th Floor, New York, NY 10169 (the “Notice Address”). If Six Flags and the affected Participant do not reach an agreement to resolve the dispute within 30 days after the Notice is received, either party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Six Flags is entitled.

The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA (the “AAA Rules”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org).

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

**YOU (FOR YOURSELF AND EACH OTHER SIX FLAGS REWARDS PARTICIPANT) AND SIX FLAGS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless all parties agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative, joint, or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

The arbitration shall take place in the locale of the Home Park to which your Six Flags Rewards account relates, unless otherwise agreed by the parties.

Except as may be required by law, neither a Participant nor an arbitrator may disclose the existence, content, or results of any arbitration under this section without the prior written consent of all parties.

Except as otherwise provided for herein, Six Flags will be responsible for paying any arbitration filing fees or fees required in order to obtain a hearing (or documentary submission) of the claim under the AAA Rules to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state where the Participant’s Home Park is located. If, however, the arbitrator finds that either the substance of a Participant’s claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Six Flags for all monies previously disbursed by it that are otherwise the Participant’s obligation to pay under the AAA Rules.

Except for the enforcement process described below, the decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator is bound by these Terms and Conditions. The arbitrator will have no authority or power to: (i) stay the effectiveness of any pending termination of these Terms and Conditions; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or suspends any lawful term of these Terms and Conditions or any reasonable standard of business performance set by Six Flags. The arbitrator

must also follow the applicable law and may not disregard the law based on principles of justice or equity which are not a specific part of the applicable law.

If a Six Flags Rewards Participant is the prevailing party in any arbitration under these Terms and Conditions, that Participant will be entitled to recover the Participant's reasonable attorneys' fees and costs, however if such Participant has the right to attorneys' fees under any other applicable law, the Participant is not entitled to duplicative awards of attorneys' fees or costs.

A judgment may be entered upon the arbitration award and enforced in accordance with the Federal Arbitration Act and applicable rules of arbitration.

You (for yourself and each other Participant) and Six Flags irrevocably waive any right to a jury trial.

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#### OTHER IMPORTANT TERMS AND CONDITIONS

In addition to the other provisions of these Terms and Conditions, the following apply:

**Offers May Not Be Combined:** Unless we expressly provide otherwise, promotional offers received through the program cannot be combined with any other offer, coupon or promotion, including any other promotional offers received by you through the program.

**Six Flags Rewards Is Not Associated With Other Rewards Programs:** The program is separate from any other promotional programs sponsored by Six Flags or any of its Affiliates, including, without limitation, email newsletters and any other loyalty programs. Unless otherwise provided by Six Flags or any of its Affiliates, participation in each promotional program requires separate registration and participation in such program.

**You Must Keep Your Membership Account In Good Standing to Participate:** Six Flags may, in its sole discretion, revoke your Six Flags Membership and terminate your Six Flags Rewards account if you do not pay outstanding Six Flags Membership fees or other transaction fees when due.

**Interpretation of Rules:** Six Flags reserves the right to interpret and apply these Terms and Conditions. All determinations by Six Flags shall be final and conclusive in each case. Our failure to enforce any term shall not constitute a waiver of that provision or any other provision of these Terms and Conditions. You agree that Six Flags has the sole discretion to interpret these Terms and Conditions and you hereby agree by your participation in the program to abide by Six Flags' interpretations of these rules. All calculations made in connection with the program, including without limitation, the value of any benefits, the accumulation of points, benefits, and/or the revisions of calculations (including without limitation any estimates), will be made by Six Flags in its discretion and such calculations will be considered final.

**Force Majeure:** Six Flags is not responsible or liable to you, or any person claiming through you, for failure to supply or fulfill an award, benefit or points in the program in the event the program or its operations are affected by any acts of god, any action, regulation, order or request by any governmental or quasi-governmental entity, equipment failure, actual or threatened terrorist acts, weather, natural phenomenon, war (declared or undeclared), fire, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any laws, rules, regulations or orders or other action adopted or taken by any national, federal, state, provincial, or local government authority, or any other cause, whether or not specifically mentioned above.

**Law Enforcement/Government Requests:** You agree that nothing contained in these Terms and Conditions prevents Six Flags from complying with law enforcement or governmental requests or requirements relating to

your participation in the program or information provided to or gathered by Six Flags with respect to such participation.

**Deviations from the Rules:** Neither Six Flags' waiver or consent to a deviation from the Terms and Conditions nor any course of dealing shall be construed as a waiver by Six Flags of any subsequent violation of the Terms and Conditions and Six Flags may invoke Six Flags' remedies for a violation of these Terms and Conditions despite any such prior waiver or consent.

**Program Void:** The program is void where prohibited by federal law. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

**Entire Agreement:** These Terms and Conditions constitute the entire and exclusive agreement between you and Six Flags with respect to the program. These Terms and Conditions supersede all prior or contemporaneous communications, agreements, advertising, and proposals, whether electronic, oral or written, with respect to the program or any other version of a customer-loyalty program from Six Flags or a Six Flags Party. Both you and Six Flags acknowledge that neither of you have been induced to enter into these Terms and Conditions by any representations or promises not specifically stated in these Terms and Conditions.

**Admissibility in Future Proceedings:** A printed version of these Terms and Conditions and of any notice given by Six Flags in electronic form will be admissible in judicial, arbitral, or administrative proceedings based upon or relating to these Terms or Conditions or your participation in the program to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Six Flags in printed form.

**English-Language Version Controls:** In the event there is a discrepancy or inconsistency between the English language version and another version of these Terms and Conditions in a different language, the English version will prevail, govern, and control.

**Precedence; Waiver; Interpretation:** If and to the extent that there is any conflict among or between the program Site or other program marketing materials and these Terms and Conditions, the language in these Terms and Conditions will govern. Six Flags' failure to or decision not to enforce any provision in these Terms and Conditions will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision.

## QUESTIONS

Please go to your Guest Portal and view the FAQs if you have any additional questions regarding the program. Our FAQs are summaries only and the program is governed by these Terms and Conditions.

Effective Date: August 23, 2021