

BLISS ICE CREAM EATING CONTEST

OFFICIAL RULES

ELIGIBILITY. The Bliss Ice Cream Eating 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) continental United States or the District of Columbia and (ii) at least eight (8) years old. The Contest is void outside the forty-eight (48) continental United States and the District of Columbia and where prohibited. Employees, agents, representatives, officers and directors of Riverside Park Enterprises, Inc. (“Sponsor”) and New England Ice Cream Corporation, 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.

Any entrant with a serious ailment, health problem or dairy allergy may not participate in the Contest.

Entry and participation in the Contest requires a group of four (4) eligible entrants, at least one of whom must be older than eighteen (18) years old, available to participate in the Contest at the Park on July 26, 2019 (the “Contest Date”).

ENTRY PERIOD. The Contest will take place at Six Flags New England (located in Agawam, MA) (the “Park”) on July 26, 2019. Eligible groups must sign-up to participate in the Contest at the Park between 3:00 p.m. local time to 3:45 p.m. local time.

HOW TO ENTER. To participate in the Contest, groups of four (4) people must identify one person of the group as the leader, to whom all notices to the Group by the Sponsor will be directed (the “Leader”). Leader must be older than eighteen (18) years of age. Leader must complete and submit an entry form provided by the Park on behalf of his or her group during the sign-up time listed above under “Entry Period”. The entry form will be available at Guest Relations at the Park and from certain Park personnel on the Contest Date. LIMIT: One (1) entry per group at the Park; Individuals cannot be a member of more than one (1) group.

All entries must be received by Sponsor by sign-up deadline described above under “Entry Period”. 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/group as set forth herein, 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.

Except where prohibited by law, each finalist will be required to execute and return to Sponsor a Waiver and a Publicity Release (a “Release”) in order to participate in the Contest.

AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each participant 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.

SELECTION. At approximately 3:45 p.m. local time (the “Contest Time”) at the Park, all groups that have entered and are present will participate in a game of Six Flags Trivia. Ten questions pertaining to Six Flags will be asked. The top three groups to answer the most questions correctly will be eligible to participate in the Contest. **All entrants must be present at the Contest Time to be eligible to participate in the Contest and win any prizes in this Contest.** In the event of a tie in the Trivia portion of the contest, another route of questions pertaining to Six Flags will be asked until there are only three (3) finalist groups left. If there are at least two (2) finalist groups present at the Contest Time, the Contest will take place with such lower number of finalist groups. All members of a finalist groups must be present at Contest Time to participate. If a finalist group, or any member of such finalist group, fails to appear at the Contest Time, the entire group will forfeit its opportunity to participate in the Contest and win any prize in this Contest. In the event that one (1) or fewer entrant groups appear at the Contest Time, no prize will be awarded in this Contest.

WINNING AND JUDGING. At 4:00 p.m. local time the three (3) finalist Groups will have three (3) minutes to eat one tub of ice cream (approximately [three (3) gallons] provided by Sponsor. Participants may use only the utensils provided by Sponsor to eat the ice cream. The winning group of the Contest will be the group that eats the most ice cream in weight from the tub within the timed three (3) minutes. At the end of the timed three (3) minutes, at least two judges consisting of representatives from the Park will weigh each tub. The group with the tub that weighs the least will be the winning group of the Contest.

- a. Sponsor will be the official timekeeper of the Contest.
- b. Participants may drink water provided by Sponsor during the Contest, but may not add the ice cream to water before consuming.
- c. Participants may not touch the ice cream tubs until the starting signal.
- d. If a participant vomits or regurgitates at any time during the Contest, he or she (and his or her entire group) will be disqualified.
- e. If any ice cream from a participant’s tub or if any participant drops any ice cream from the tub or their utensil, he or she (and his or her entire group) will be disqualified.
- f. Anyone violating these rules will be disqualified.
- g. In the event of a tie, all participants in the tied groups will participate in Six Flags trivia until one (1) group is deemed the winner.

PRIZES. Subject to these Official Rules, one prize will be awarded in the Contest to the single winning group of four (4) people. Each person in the winning group made up of four (4) people will receive one (1) single-day general admission ticket to Six Flags New England valid for the 2019 operating season (ARV \$72.00); and one (1) Six Flags New England Haunted Trail admission (ARV \$25.00), valid during 2019 Fright Fest operating season only. Operating schedules are subject to changes. Please visit www.sixflags.com/newengland for details.

Winners are 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.

Approximate Retail Value (“ARV”) of all prizes in the Contest is estimated to be Three Hundred Eighty Eight Dollars (\$388.00). 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. If actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash.

PUBLICITY. Except where prohibited by law, participation in the Contest constitutes each winner's consent for Sponsor and its designees to record and photograph the participants and each winner at any Contest activity (including without limitation the Contest) 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.

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.

RELEASE. By entering or participating in the Contest, each participant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor and each of the 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 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 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 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 Hampden County, Massachusetts; participant submits to sole and exclusive personal jurisdiction to said courts in the Commonwealth of Massachusetts 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 Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules of provisions (whether of the Commonwealth of Massachusetts, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

DATA COLLECTION. Sponsor collects personal information from participants when they enter the Contest for use in administration of the Contest.

OFFICIAL RULES. These Official Rules are available at Guest Relations at the Park or by sending a self-addressed postage-stamped envelope to: Six Flags New England, 1623 Main Street, Agawam MA. Attn: CA; Bliss Ice Cream Eating Contest – Rules Request, Residents of Vermont need not affix return postage.

WINNER'S LIST. Beginning on or about August 1, 2019, you can obtain the name, city and state of the prize winners by sending a self-addressed, stamped envelope to Six Flags New England, 1623 Main Street, Agawam, MA, 01001 Attn: CA; Bliss Ice Cream Eating Contest – Winner's List Request,. Requests received after December 31, 2019 will not be honored.

SPONSOR. The Contest is sponsored by Riverside Park Enterprises, Inc., Six Flags New England 1623 Main Street, Agawam, MA, 01001