

## SAHLEN'S ULTIMATE THEME PARK TAILGATE SWEEPSTAKES

### Official Rules

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

**EACH ENTRANT MUST BE AT LEAST FOURTEEN (14) YEARS OF AGE AS OF THE ENTRY DATE OF THE SWEEPSTAKES. IF YOU ARE A MINOR, ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND TO HELP YOU ENTER.**

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

**1. ELIGIBILITY.** Sahlen's Ultimate Theme Park Tailgate Sweepstakes (the "Sweepstakes") is open only to individuals who, as of the entry date, (a) are legal residents of the forty-eight (48) contiguous United States or the District of Columbia (the "Sweepstakes Territory"), (b) are at least fourteen (14) years old, and (c) who live within a 150 mile radius from the participating park location Six Flags Darien Lake (Buffalo, NY) (the "Park"). The Sweepstakes is void outside of the Sweepstakes Territory and where prohibited or restricted by law. Employees, officers, directors and managers of Six Flags Theme Parks Inc. ("Sponsor") and Sahlen Packing Company, and each of their respective parents, subsidiaries, affiliates, divisions, advertising and promotional agencies (collectively, "Sweepstakes Entities"), and the immediate families (defined as spouses and biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, their respective spouses and any dependent under applicable income tax law) or members of the same household (those who share the same residence, whether related or not) of each are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the Sweepstakes Territory, and entrants must be present in the Sweepstakes Territory at the time they enter.

**2. ENTRY PERIOD.** The Sweepstakes entry period begins at 9:00 a.m. Eastern Time ("ET") on July 26, 2021 and ends at 11:59 p.m. ET on August 16, 2021 ("Entry Period"). Sponsor's computer shall be the official time keeper for purposes of the Sweepstakes.

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

**LIMIT:** One (1) entry per person/email address per day. All entries must be received during the Entry Period. Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. Any

attempted form of participation in the Sweepstakes other than as described herein is void. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By entering the Sweepstakes, each entrant (and each minor entrant's parent or legal guardian on behalf of himself/herself and on the minor's behalf) irrevocably, fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries and entrants, the selection of winner, and the awarding of prize), which are final and binding in all respects.

**5. DRAWING; ODDS; NOTIFICATION.**

a. On or about August 17, 2021, one (1) winner (the "Winner") will be randomly selected from among all eligible entries received during the Entry Period. Drawing will be conducted by Sponsor, whose decisions will be final on all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received by Sponsor in this Sweepstakes.

b. An entrant selected as a potential winner must comply with all terms and conditions of these Official Rules, and winning and prize redemption is contingent upon fulfilling all requirements including, without limitation, ability to use the prize on the dates specified herein. Non-compliance with any of the foregoing or any other term or condition of the Sweepstakes may result in disqualification and forfeiture of prize. Upon prize forfeiture, no compensation will be given. A potential winner will be notified by phone at the contact information provided in the potential winner's entry form. A potential winner (and if applicable, the selected entrant's parent or legal guardian) will be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. Such Affidavit/Release (and any other materials required by Sponsor) must be returned to Sponsor by the date and/or time indicated within such documents. If a potential winner cannot be contacted within five (5) days of the first attempt to contact him/her, or if a potential winner (and if applicable, the potential winner's parent or legal guardian) fails to return the Affidavit/Release (and any other materials required by Sponsor) within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if a potential winner (and, if applicable, the potential winner's parent or legal guardian) does not comply with the Official Rules, then such potential winner may be disqualified and forfeit the prize and an alternate winner may be selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor in the Sweepstakes; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Sweepstakes schedule, and due to such schedule and timing, Sponsor may, with respect to certain prizes that are date sensitive, be unable to award the applicable prize. Sponsor is not responsible for the failure of a potential winner to receive any documents or notices for any reason, or for the inability of such potential winner to return any documents for any reason.

**6. PRIZES; REDEMPTION REQUIREMENTS.**

a. Subject to the terms and conditions of these Official Rules, one (1) prize shall be awarded in this Sweepstakes as follows: The prize consists of and is limited to only the following: (A) four (4) single-day general admission tickets to Six Flags Darien Lake valid for the 2021 operating season (ARV \$240.00); (B) One (1) night of overnight cabin accommodations at Six Flags Darien Lake for four (4) guests which includes parking for one (1) vehicle (ARV: \$350.00.); (C) Sahlen's Prize Pack for four (4) guests (ARV: \$100.00); and (D) four (4) early ride time passes (ARV \$200.00). Dates are subject to availability and black-out dates. Prize will be awarded if properly claimed. **All portions of this prize are redeemable during 2021 operating season only at Six Flags Darien Lake. Operating schedules vary and are subject to changes. Visit [www.sixflags.com/darienlake](http://www.sixflags.com/darienlake) for operating schedule and to review details**

**on reservation system and updated park health and safety measures. Sponsor to coordinate redemption dates with Winner and will be mutually agreed upon with enough time to accommodate requested date for redemption. Transportation and alcoholic beverages are not included in this prize. At least one (1) out of the four (4) guests participating in the redemption of this prize must be twenty one (21) years of age or older and must stay and accompany the group for entire length of stay. BY VISITING A SIX FLAGS PARK YOU VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. PARK OPERATING HOURS AND SCHEDULES MAY BE MODIFIED AND ARE SUBJECT TO CLOSURE/CANCELLATION BASED ON DIRECTION FROM HEALTH EXPERTS AND GOVERNMENT OFFICIALS IN RESPONSE TO THE COVID-19 PANDEMIC.**

b. 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. The approximate retail value (“ARV”) of the prize is Nine Hundred Ninety Dollars (\$890.00). If actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash. 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, all transportation costs to and from the Selected Park, lodging, additional meals, gratuities, insurance, surcharges and other costs and expenses incurred by the Winner and Winner’s guests in accepting the prize, and all federal, state and local taxes on the prize. Winner will be issued a United States Internal Revenue Service 1099 tax form for the ARV of the Prize.

c. All prizes in the Sweepstakes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. All prizes 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, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Potential winners are subject to verification prior to the awarding of the prizes, as are the eligibility, age and other claims of/information provided by a potential winner. Sponsor reserves the right to conduct a background check on the potential prize winner, and Sponsor reserves the right to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding the prize to any such individual might reflect negatively on Sponsor and/or any of the Sweepstakes Entities. Potential winners will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities, as applicable, including, without limitation, by signing and delivering background check authorizations in the form(s) provided by Sponsor. Unused components of a prize shall be forfeited and have no redeemable cash value. Prizes may be subject to additional restrictions/conditions, which may be stated in the Affidavit/Release and/or prize documents.

d. Winner’s guests must execute and deliver to Sponsor an Affidavit/Release in the documents provided by Sponsor as a condition to book travel and use of any component of the Prize; if any guest is a minor in his/her state of residency, the minor’s parent or legal guardian must verify and confirm his or her agreement to the Affidavit/Release in the documents provided by Sponsor on the parent’s or legal guardian’s behalf and on the minor’s behalf in order to book travel and for the minor to attend and participate.

**7. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized

intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

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

**9. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes Winner's consent to Sponsor's (and its designees', successors' and assigns') use of Winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

**10. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website(s) by a hypertext link.

**11. DISPUTES.** Entrant (and each minor entrant's parent or legal guardian on behalf of the minor entrant and on behalf of such parent or legal guardian) agrees that: (a) any and all disputes, claims, and

causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of New York, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**12. OFFICIAL RULES.** These Official Rules are available at the Sweepstakes' section of Sponsor's website at [www.sixflags.com/sahlen](http://www.sixflags.com/sahlen), or by sending a self-addressed postage-stamped envelope to Sahlen's Ultimate Theme Park Tailgate Sweepstakes– Rules Request," Six Flags Theme Parks Inc., 1000 Ballpark Way Arlington, Texas 76011. Vermont residents may omit return postage.

**13. WINNERS' LIST.** Beginning on or about December 16, 2021, you can obtain the name, city and state of the Winner by sending a self-addressed, stamped envelope to "Sahlen's Ultimate Theme Park Tailgate Sweepstakes – Winner's Request," Six Flags Theme Parks Inc., 1000 Ballpark Way Arlington, Texas 76011. Requests received after January 31, 2021 will not be honored.

**14. SPONSOR.** The sole sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Six Flags Theme Parks Inc., 1000 Ballpark Way Arlington, Texas 76011.