

Void in Alaska and Hawaii and where prohibited. The Mardi Gras Around The Clock Challenge Contest is open to legal residents of the 48 contiguous U.S. and D.C., who, at the time of entry are 18 years of age or older, available to compete on Saturday, March 2, 2019 through Sunday, March 3, 2019 if selected as a potential participant, do not have any medical condition(s) that would make standing outside for an extended period of time a risk to one's health or wellbeing. Registration starts February 14, 2019 1:00 pm. CT & ends 11:59 p.m. CT February 22, 2019. For rules, visit: [www.sixflags.com/fiestatexas/roundtheclockmardigraschallenge](http://www.sixflags.com/fiestatexas/roundtheclockmardigraschallenge)  
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## **Mardi Gras Round the Clock Challenge**

### **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.**

**EACH PARTICIPANT MUST BE AVAILABLE TO ATTEND THE CONTEST-RELATED EVENT ON MARCH 2-3, 2019 AT SIX FLAGS FIESTA TEXAS. ADMISSION AND TRANSPORTATION TO/FROM THE PARK ARE NOT INCLUDED.**

**EACH ENTRANT MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE. EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

**1. ELIGIBILITY.** The Mardi Gras Around the Clock Challenge Contest (the "Contest") is open only to individuals who, as of the entry date, (a) are legal residents of the forty-eight (48) contiguous United States (e.g., excluding Alaska and Hawaii) or the District of Columbia (the "Territory"); (b) are at least 18 years old; (c) are available to compete on March 2-3, 2019; and (d) do not have any medical condition(s) that would make standing outside for an extended period of time a risk to your health or wellbeing (including, but not limited to, heart conditions, back issues, anxiety, physiological or claustrophobic issues). The Contest is void outside of the Territory; and where prohibited or restricted by law. Employees, officers and directors of Fiesta Texas, Inc. ("Sponsor") 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. The Contest, and any website pages and advertisements relating thereto, are intended for viewing only within the Territory, and entrants must be present in the Territory at the time they enter.

**2. ENTRY PERIOD.** The Contest entry period begins at 9:00 a.m. Central Time on February 15, 2019, and ends at 11:59 p.m. Central Time on February 22, 2019 ("Entry Period"). Sponsor shall be the official timekeeper for purposes of the Contest.

**3. HOW TO ENTER.** To enter the Contest, during the Entry Period, visit [www.sixflags.com/fiestatexas/roundtheclockmardigraschallenge](http://www.sixflags.com/fiestatexas/roundtheclockmardigraschallenge) and follow the links and instructions for online entry. **Completely fill out the online entry form and submit it no later than February 22, 2019.** Each entrant is required to submit an original essay answer to the open ended question requested in the entry form: "Why do you want to take the Mardi Gras Around The Clock Challenge at Six Flags Fiesta Texas?" Submit answer in accordance with the on-screen instructions. The essay must be written in the English language and answer the question in full detailed sentences. All participants and entries are subject

to verification by Sponsor. 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. Entries may only be submitted by a single email address, group submissions are not permissible. Use of computer programs and/or other automated devices to enter the Contest is prohibited. Normal internet access and mobile device usage charges imposed by your service provider will apply.

**4. FOR ALL ENTRIES:** Any attempted form of participation in the Contest other than as described herein is void. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. You acknowledge that you will not receive any compensation of any kind for your entry. By entering the Contest, you grant Sponsor the non-exclusive, royalty-free, irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit each submitted Entry in any and all markets and media, whether now known or hereafter developed, throughout the universe in perpetuity. Entries generated by script, macro or other automated means are void, as are entries that are illegible, garbled, incomplete, or that contain errors. **ANY ENTRY DEEMED INAPPROPRIATE OR UNSUITABLE, IN SPONSOR’S SOLE DISCRETION, WILL BE DISQUALIFIED.**

\* Entries must be the original essay work of entrant.

\* Entries must not contain any material that is inappropriate, indecent, obscene, profane, or defamatory and must not contain sexual content, hateful content of any kind, content that promotes violence or harm to another living creature, or any other offensive content (all as determined by Sponsor in its sole discretion).

\* Entries must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Entries that fail to comply with the foregoing requirements may not be considered and may disqualify the entrant. Sponsor has the sole discretion to determine whether an Entry qualifies for the Contest.

**5. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By entering the Contest, each entrant 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 winners, and the awarding of prize), which are final and binding in all respects.

**6. JUDGING; FINALIST SELECTION; NOTIFICATION; CHALLENGE REQUIREMENTS.**

a. Contest Judging. The Contest contains two (2) rounds of judging: (i) Round 1 judging for selection of finalists, (ii) challenge judging for selection of the grand prize winner(s).

b. Round 1 Finalists; Round 1 Judging. A total of six (6) finalists will be selected from among all eligible entries in the Contest to participate in the 30-hour standing challenge at Six Flags Fiesta Texas (the “Park”), located in San Antonio, on March 2, 2019 through March 3, 2019. Finalists will be selected on or about February 25, 2019 determined by the judging panel based on the six (6) highest scoring written responses to the open ended questions as described in Section 3 of these Official

Rules. The judges appointed by Sponsor will evaluate and score each eligible entry received during the Entry Period in accordance with the following judging criteria: thoroughness (25%), quality of writing (25%), creativity (25%), and originality (25%). Judging to select the potential participants will be by a panel of individuals who shall be selected by Sponsor and have experience in communications, public relations and marketing.

The six (6) participants with the highest cumulative scores will be the Contest finalists. The finalists will participate in the challenge at the Park beginning at 10.30 a.m. Central Time on March 2, 2019. Sponsor and judges reserve the right in their sole discretion to select fewer than six (6) finalists for any reason. In the event of a tie, the tied entries will be reevaluated against each other by the judging panel based on the essay criteria above until the tie is broken. The decisions of the judges will be final.

c. Notification; Affidavit/Release. Potential Round 1 finalists will be notified on or about February 25, 2019 by Sponsor by e-mail or by phone in Sponsor's sole discretion. Sponsor is not responsible for a selected Round 1 finalist's failure or inability to receive any notice provided by Sponsor, or fraudulent or other notifications provided by third parties. **The potential Round 1 finalists must reply to the notification from Sponsor within forty-eight (48) hours.**

The potential Round 1 finalists must do the following to participate in the 30-hour standing challenge at the Park and to be eligible to win the grand prize: (A) confirm the potential Round 1 finalist's ability to participate in the 30-hour standing challenge at the Park, (B) execute and deliver 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 participate, and (C) actually participate in the 30-hour standing challenge at the Park on March 2, 2019 through March 3, 2019. 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 or provided by Sponsor when notified.

If a potential Round 1 finalist does not provide such confirmation and completed and signed documents in the manner specified by Sponsor by the deadline set by Sponsor, the potential Round 1 finalist may be disqualified from the Contest, and will not receive or be entitled to participate in or have any claim to any prize.

If a potential Round 1 finalist is not reachable at the phone number or e-mail address provided and/or if notification is returned as undeliverable, then the right to participate in the 30-hour standing challenge and to receive any prize will be forfeited and an alternate participant may be selected. The participant with the next highest cumulative score as based on the Round 1 judging criteria will have the opportunity to be verified as a Round 1 finalist and participate in the 30-hour standing challenge. In such event, the potential alternate Round 1 finalist will be notified by Sponsor as provided above and the potential alternate Round 1 finalist will be required to return the required confirmation and documents to Sponsor as described above. In the event of a forfeiture as to any potential Round 1 finalist, no compensation or other payments will be given and Contest Entities will have no liability or obligation with respect to such potential Round 1 finalist for any prize. Determinations made by Sponsor are final on all matters relating to the Contest. Sponsor shall not be liable for failed, returned or misdirected notifications, or notifications which otherwise cannot be sent by Sponsor or received by the potential participants. Potential participants will be required to execute and return to Sponsor.

The entrants selected as a Round 1 finalists must comply with all terms and conditions of these Official Rules, and participation redemption is contingent upon fulfilling all requirements. Non-compliance with any of the foregoing or any other term or condition of the Contest may result in disqualification and forfeiture of the right to participate in the 30-hour standing challenge and to receive any prize. Upon such forfeiture, no compensation will be given.

d. Challenge Requirements. In order to be eligible to win the grand prize, each Round 1

finalist that participates in the 30-hour standing challenge at the Park agrees to the following requirements or will be disqualified: (a) participant must remain standing upright on the Mardi Gras float as designated by Sponsor from 11:00 a.m. Central Time through 7:00 p.m. Central Time on Saturday, March 2, 2019 and 11:00 a.m. Central Time through 5:00 p.m. Central Time on Sunday, March 3, 2019; (b) participants must remain on the float during fifteen (15) minute meal breaks designated by Sponsor (no outside food or beverages may be brought in; all food and beverage permitted during the challenge will be supplied by Sponsor); (c) no smoking will be allowed on the float (participants may only smoke during bathroom breaks designated by Sponsor); and (d) participants are allowed to bring pillows and one (1) sleeping bag or blanket for use during times designated by Sponsor (such items will not be provided by Sponsor if a participant fails to bring their own), provided these items can comfortably fit on the float as determined by Sponsor.

Each Round 1 finalist shall check-in at the Park for the challenge between 9:00 a.m. Central Time and 10:00 a.m. Central Time on Saturday, March 2, 2019. The challenge shall begin at 11:00 a.m. Central Time on Saturday, March 2, 2019 through 5:00 p.m. Central Time on Sunday, March 3, 2019. The challenge shall take place outdoors on March 2-3, 2019 regardless of the weather on such dates.

Each participant is entitled to bring one guest who is at least 18 years old for moral support during the challenge while the Park is open. Such guest shall not be permitted on the float but may visit with the participant during permitted breaks.

Any participant that steps off or otherwise vacates the float for any reason at any time other than when permitted or instructed to do so by Sponsor during will be disqualified. If a participant verbally communicates to Sponsor that they quit they will be disqualified. Round 1 finalists must not have any medical condition(s) that would make standing outside for an extended period of time a risk to his or her health or wellbeing, including, but not limited to, heart conditions, back issues, anxiety, physiological or claustrophobic issues.

e. Location; Breaks. The 30-hour standing challenge will take place outdoors at the Park. In the event of severe weather, as determined by Sponsor, the contest will be paused until the severe weather passes, the remaining participants during this pause will be considered finalists until the Contest is able to continue. In the event that the Contest is unable to continue due to severe weather, those remaining finalists will be entered into the Drawing (as described below). Each participant will be issued thirty (30) six (6) minute "restroom break" cards to use during the challenge at their discretion. Only two (2) "restroom break" cards may be used per hour and they cannot be combined for more than a six (6) minute break. No restroom break card may be used after 4:30 pm Central Time on Sunday March 2<sup>nd</sup>. In addition, Sponsor will provide participants with meals (no outside food or beverages may be brought in), during fifteen (15) minute meal breaks designated by Sponsor, during which time participants must remain standing on the float.

f. Challenge Judging. The grand prize winner(s), as determined in Sponsor's sole discretion in accordance with paragraph d. above and these Official Rules, will be the Round 1 finalist(s) who remain standing on the float for the full 30-hour period of the 30-hour standing challenge (other than for permitted breaks as described in these Official Rules). Sponsor shall be the official timekeeper for purposes of the Contest. If any participant fails to appear for the 30-hour standing challenge at the location and at the time designated by Sponsor, such participant shall be disqualified and forfeit his/her chance to participate in the challenge and win the grand prize, and the 30-hour standing challenge will take place with such lower number of participants. In the event that no participants appear for the 30-hour standing challenge at the location and at the time designated by Sponsor, no grand prize will be awarded in the Contest. In the event that there are multiple participants that successfully complete the 30-hour standing challenge, each remaining participant's name will be entered into a drawing ("Drawing") and one (1) participant will be randomly selected by Sponsor to win the grand prize. If necessary, Drawing will take place at 5:15 pm Central Time on Sunday, March 3, 2019.

Round 1 finalists will have the opportunity to participate in extra challenges as designated by Sponsor during the 30-hour standing challenge to earn additional entries into the Drawing, if such Drawing is necessary. The winner of each challenge will gain (1) one additional entry into the Drawing. The challenges will include:

- Beignet Eating
- Mardi Gras Bead Throwing
- Find the King in the King Cake
- Jambalaya Eating

## **7. PRIZE.**

a. Round 1 Finalists Prize. Subject to the terms and conditions of these Official Rules, each one of the six (6) confirmed Round 1 finalists will be given the opportunity to compete in the 30-hour standing challenge at the Park on March 2-3, 2019, and shall be given two (2) complimentary admission tickets to the Park on March 2-3, 2019 to compete in the 30-hour standing challenge. This is the only prize that shall be given by virtue of being a Round 1 finalist. All other prizes will only be given to Round 1 finalists that complete the 30-hour standing challenge (as described below under Challenge Prize). The Approximate Retail Value (“ARV”) of each Round 1 finalist prize is eighty three dollars (\$83.00). Total ARV for all Round 1 finalist prizes is nine hundred and ninety six dollars (\$996.00). Each participant is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use not expressly specified herein as part of the prize, including, without limitation, transportation, meals, parking, gratuities, surcharges and other costs and expenses incurred by Round 1 finalists in accepting and using the prize, and all federal, state and local taxes on the prize.

b. Challenge Prize. Subject to the terms and conditions of these Official Rules, the challenge prize winner will be the one (1) finalist who successfully completes the 30 hour standing challenge. One grand prize shall be awarded in the Contest, which shall consist of and be limited to the following: (i) a one thousand dollar cash award (ARV \$1,000.00), (ii) a one thousand dollar travel voucher (ARV \$1,000), (iii) a three (3) night stay at The Hilton Riverside Hotel in New Orleans for use solely on Sunday, February 23, 2020 through Tuesday, February 25, 2020 (ARV \$1,134.00), (iv) Two (2) Parade Viewing tickets to Mardi Gras in New Orleans for use at Mardi Gras in 2020 on a date and time specified by Sponsor (ARV \$234.00), (v) two (2) tickets to Mardi Gras World Museum located in New Orleans (ARV \$44.00), and (vi) two (2) 2019 Gold Season Passes to the Park (ARV \$234.99).

The ARV of the grand prize is three thousand six hundred and forty seven dollars (\$3,647.00) and the total ARV of all prizes in the Contest is four thousand six hundred and forty three dollars (\$4,643.00). Grand prize winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use not expressly specified herein as part of the prize, including, without limitation, all transportation, additional food and beverage, meals, parking, gratuities, surcharges and other costs and expenses incurred by winners in accepting and using any of the prizes, and all federal, state and local taxes on the prizes.

Sponsor is not responsible if any of the rides or other activities at the Park are unavailable or closed at time the prize is used; winners will not receive the difference in value of the prize, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. Winners and guest shall comply with all rules, requirements and regulations of Sponsor while at the Park.

All prizes in the Contest 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.

Failure to use any portion of the grand prize does not relieve grand prize winner of his/her tax obligations associated with receiving the grand prize. The grand prize winner will be issued an IRS Form 1099 for the actual value of the prize awarded. Contest Entities are not responsible for, and grand prize winner(s) will not receive, the difference between the actual value of the grand prize at the time of award and the stated ARV in these Official Rules or in any Contest-related advertising, correspondence or other materials. Contest Entities will not replace any lost, mutilated or stolen tickets, vouchers or certificates. If the grand prize winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Contest Entities will have no further obligation with respect to that prize or portion thereof.

**8. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, 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 Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**9. RELEASE.** By participating, each participant forever and irrevocably releases, indemnifies and holds harmless Sponsor and the Contest 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 Contest, or related activities, and/or participant's award, redemption, receipt or use of any prize awarded in the Contest 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 Contest, any Contest activities or any prize activities. Each participant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each participant against the Releasees and no action will be taken by or on behalf of an participant with respect to any such claims and rights, it being understood that these Official Rules, including this Section 8, shall be binding upon each participant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

**10. PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes winners' consent to Sponsor's (and its designees', successors' and assigns') use of winners' 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.

**11. 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 entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website, 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.

**12. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prize awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Contest 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 Contest 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 of provisions (whether of the State of Texas, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**13. OFFICIAL RULES.** These Official Rules are available at [www.sixflags.com/fiestatexas/roundtheclockmardigraschallenge](http://www.sixflags.com/fiestatexas/roundtheclockmardigraschallenge) or by sending a self-addressed postage-stamped envelope to: "Mardi Gras Around the Clock Challenge Contest", Fiesta Texas, Inc., 17000 IH-10 West, San Antonio, TX 78257. Vermont residents may omit return postage.

**14. WINNERS' LIST.** Beginning on or about March 4, 2019, you can obtain the name, city and state of the participants by sending a self-addressed, stamped envelope to: "Mardi Gras Around the Clock Challenge Contest", Fiesta Texas, Inc., 17000 IH-10 West, San Antonio, TX 78257. Vermont residents may omit return postage.

**15. SPONSOR.** The sole Sponsor of the contest and the address at which the Sponsor may be contacted is: Fiesta Texas, Inc., 17000 IH-10 West, San Antonio, TX 78257.

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