

Wet 'n Wild Emerald Pointe
SHARK WEEK SCAVENGER HUNT
OFFICIAL CONTEST RULES

VOID WHERE PROHIBITED BY LAW.

By entering into the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these official rules (“Official Rules”) and the decisions of Festival Fun Parks, LLC (“Sponsor”) which shall be final and binding in all matters relating to this Contest.

1. **Eligibility:** Open to legal residents of the United States including the District of Columbia who are eighteen (18) years of age or older as of date of entry OR thirteen (13) to seventeen (17) years of age with parental or guardian consent (“Entrant(s)”). Employees and their immediate family members (parents, siblings, children and spouse, and persons residing in the same household whether related or not) of Sponsor, respective parent and affiliated companies, subsidiaries, and advertising and promotion agencies, and all other companies associated with the Wet 'n Wild Emerald Pointe Shark Week Scavenger Hunt (the “Contest”), and their respective agents, officers, and directors, and all individuals, including, but not limited to, consultants, independent contractors, “temporary employees,” former employees and interns (and their immediate family members) who have, within the past six months, performed services for Sponsor, are not eligible to enter or win. Void where prohibited by law.
2. **Contest Period:** The Contest begins on July 22, 2024, and ends on July 26, 2024, during Wet 'n Wild Emerald Pointe’s operating hours (the “Contest Period”). Sponsor shall be the sole determiner of all Contest-related time periods.
3. **How to Enter:**
 - a. During the Contest Period, enter the Contest by visiting Wet 'n Wild Emerald Pointe with a valid admission or Season Pass and locating one (1) of three (3) hidden plastic sharks.
 - b. **Limit:** Three (3) prizes per day. One (1) prize per person.
4. **How to Win:**
 - a. Each day during the Contest Period, an Entrant can win by finding and handing one (1) of three (3) hidden plastic sharks to Sponsor’s Guest Relations.
 - b. Three (3) potential winners will be determined by Sponsor’s Guest Relations each day during the Contest Period.
 - c. Three (3) scavenger hunt clues and a map will be provided each day of the Contest Period to the first fifty (50) Wet 'n Wild Emerald Pointe Season Pass holders that enter the park
5. **Prizes:** Each day up to three (3) potential winners will receive one (1) red tote bag (ARV \$15), one (1) pair of sunglasses (ARV \$5), one (1) water bottle (ARV \$10), one (1) Wet 'n Wild coffee mug (ARV \$15), two (2) meal vouchers valid through the 2024 operating season (ARV \$36.28 in total), and one (1) shark plushie (ARV 21.34) The maximum approximate retail value (“ARV”) for any prize awarded is \$102.62.

EXCEPT AS OTHERWISE STATED IN THESE OFFICIAL RULES, NO TRAVEL, TRANSPORTATION, ACCOMMODATIONS, MEALS, OR OTHER EXPENSES ARE INCLUDED WITH THE PRIZE.

Prize Restrictions & Requirements: In the event a potential winner was ineligible to participate or unable to meet the requirements as stated in these Official Rules, Sponsor reserves the right, at its sole discretion, to select another eligible winner to receive the prize as described above. No replacement, consolation, or substitute prize will be offered to any potential winner in the event they fail to adhere to these prize requirements and subsequently forfeits the prize.

In addition, to receive the prize, entrant must follow these Official Rules as solely determined by Sponsor. This includes fulfillment of all necessary documentation provided or requested by Sponsor.

ALL FEDERAL, STATE, AND LOCAL TAXES ARE SOLELY THE RESPONSIBILITY OF THE WINNERS. Any difference between the stated estimated value of the prize and its actual value will not be awarded. Winner agrees to accept prize “as is.”

Prize is nonrefundable and nontransferable. Sponsor is not required to (but may, at its sole discretion) offer substitutions, a cash redemption or alternative to the prize awarded under this Contest. Sponsor reserves the right to substitute a prize of equal or greater value in the event the above-stated prize is unavailable. Any prize awarded is subject to the restrictions and limitations noted in these Official Rules, on the prize and/or included with the prize, including the Park’s operating hours.

- 6. General Entry Rules:** Sponsor, at its sole discretion, reserves the right to review and investigate all entries and to take any and all measures it deems necessary to ensure a fair Contest. Mutilated, lost, illegible, corrupted, or incomplete entries that do not conform to these Official Rules will be deemed ineligible, disqualified, null, and void.

Sponsor and its parent, subsidiaries, affiliates, successors, and assigns, advertising and promotion agencies, suppliers, printers, and distributors, and their respective officers, directors, employees, representatives and agents and any other person or entity related in any way to this Contest (collectively, the “Contest Entities”), are not responsible for circumstances that may limit or otherwise restrict the ability to participate. No more than the advertised number of prizes will be awarded.

If for any reason the Contest cannot be conducted as described in these Official Rules (including infection by computer virus, bugs, worms, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of Contest Entities that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest), then, in such an event, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest and select the winner from entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. **SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY FRAUDULENT ENTRIES TO THE FULLEST EXTENT OF THE LAW.** At Sponsor’s sole discretion, entrants and/or winner(s) who do not comply with these Official Rules or otherwise attempt to interfere with this Contest in any way may be disqualified.

ALL DECISIONS BY SPONSOR ARE FINAL.

- 7. Release and Indemnification:** By entering this Contest, you agree to be bound by these Official Rules and the decisions of Sponsor which shall be final for all purposes hereunder, and agree that: (i) Sponsor, its parent, subsidiaries, affiliates, successors and assigns, and advertising /promotion agencies may use, edit, and alter your names, likenesses, images, photographs, voices, cities/states of residence and biographical information and the applicable prize (if any), for advertising, trade and promotion in any media or format now or hereafter known, including, but not limited to, on the internet, social media applications, or via wireless application protocol, without further compensation, permission or notification, except where prohibited by law; (ii) you assume liability for, and all risks of, any and all injuries (including without limitation, personal injury or death) or damages caused, or claimed to be caused, by participating in the Contest or any prizes thereof, and that you, your heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns, hereby unconditionally and irrevocably release, indemnify, forever discharge and hold the Contest Entities, harmless from and against any and all claims, demands, liens, agreements, suits, costs, attorneys’ fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden inclusive of any claims for damage to property, personal injury, illness, mental illness, or death, or claims based on defamation, rights of privacy, intellectual property rights, and rights of publicity in any way arising directly or indirectly out of the entrants’ participation in the Contest and/or prizes.

- 8. GOVERNING LAW:** EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL OR OTHER APPLICABLE STATE LAW, THE CONTEST SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THEREOF. BY ENTERING, ENTRANTS VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. THE PREVAILING PARTY IN ANY LEGAL ACTION SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS' FEES AND ACTUAL COSTS INCURRED IN SUCH ACTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND THEY HEREBY WAIVE, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES (I.E. COSTS ASSOCIATED WITH ENTERING THIS CONTEST), AND THEY FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
- 9. Winner's List and Official Rules:** You may request the name of the winner by sending a self-addressed, stamped envelope within, and no later than, six weeks after the drawing date to Festival Fun Parks, LLC, 285 East Waterfront Drive, Suite 150, Homestead, PA 15120. Attn: Wet 'n Wild Emerald Point Shark Week Scavenger Hunt. During the Contest Period, Official Rules requests may be sent to the aforementioned address. Rules requests must include a self-addressed, stamped envelope.
- 10. Use of Personal Information:** By participating in the Contest and supplying any personally identifiable information to Sponsor, including but not limited to your first and last name, email address, zip code, phone number, you understand and agree that any personally identifiable information that you provide will be collected by Sponsor and may be used by Sponsor and its parent, affiliates, agents, successors, and assigns in accordance with Sponsor's privacy policy, which is located at <https://www.palaceentertainment.com/privacy-policy>.
- 11. Your Consent to Email and Electronic Communications:** By supplying Sponsor with your email address and other contact information, you are initiating communication by electronic means and hereby consent to receive Sponsor's emails and other electronic communications, notices, messages, and information about the Contest (if any). You also have the option to opt-in and agree to receive advertisement emails and electronic communications about related services and products from the Sponsor. You will have the opportunity to opt-out or unsubscribe from receiving emails and electronic communication from the Sponsor by following hyperlinked opt-out/unsubscribe instructions included in (usually at the bottom of) each communication.
- 12. Sponsor:** This Contest' sponsor is Festival Fun Parks, LLC, 285 East Waterfront Drive, Suite 150, Homestead, PA 15120. **DISCLAIMER:** This promotion is not sponsored, endorsed, administered by or associated with any social media advertisement platform including Woobox, Salesforce, Facebook, Instagram, Twitter, SnapChat, TikTok or any of their affiliates. By participating in the Contest, you hereby release and waive Woobox, Salesforce, Facebook, Instagram, Twitter, SnapChat and TikTok, and all of their affiliates, from any and all liability arising from your participation in this Contest.
- 13. Copyright & Trademark Notices:** The Contest and all accompanying materials are copyright © 2024 Festival Fun Parks, LLC.