

**KENNYWOOD**  
**125<sup>th</sup> Celebration Quiz!**  
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

By entering into the Sweepstakes, 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 these Sweepstakes.

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 and minors thirteen (13) to seventeen (17) years of age as of date of entry with parental consent (“Entrant”). People under the age of thirteen (13) are not eligible to participate. 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 Disappear into the Triad! Sweepstakes (the “Sweepstakes”), 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. **Sweepstakes Period:** The Sweepstakes begins on Saturday, April 22, 2023, Eastern Standard Time (EST) and occurs every Saturday ending on May 20, 2023, (the “Sweepstakes Period”). Sponsor shall be the sole determiner of all Sweepstakes-related time periods.
3. **How to Enter:** Entrants will be required to provide basic contact information such as their name and email in order to participate in the Sweepstakes.
  - a. Each Saturday during Kennywood’s 125<sup>th</sup> Celebration Weekends, guests in attendance will have the opportunity to visit an in-park location to answer a question asked via social regarding Kennywood history to receive a Commemorative Celebration Button.
  - b. A social media post will go out around 10:45am EST with a question regarding Kennywood history. The first one hundred and twenty-five (125) guests to visit a predetermined and communicated in-park location with the correct answer will receive a Commemorative Celebration Button.
  - c. Once an answer is submitted, it is considered a final submission and may not be modified or replaced.

**Limit:** One entry per person per day. Late and/or incomplete entries are null and void. Sponsor (including its employees and representatives) are not responsible for late, lost, damaged, misdirected, or misappropriated entries. Incomplete entries are null and void.

4. **How to Win:** Each Saturday of the Sweepstakes Period, the first one hundred and twenty-five (125) guests to visit a predetermined and communicated in-park location with the correct answer to a trivia question posted that day on Park’s social media will receive a Commemorative Celebration Button.
5. **Prize**
  - a. The first one hundred and twenty-five (125) guests to answer the question correctly will receive a Commemorative Celebration Button (ARV \$1.47).

**Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.**

**EXCEPT AS OTHERWISE STATED IN THESE OFFICIAL RULES, NO ADDITIONAL 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 be in compliance with 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 Sweepstakes. 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 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 Sweepstakes (collectively, the “Sweepstakes Entities”), are not responsible for circumstances that may limit or otherwise restrict the ability to participate. Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend this Sweepstakes and select the winner from entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. 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 Sweepstakes in any way may be disqualified.

**ALL DECISIONS BY SPONSOR ARE FINAL.**

- 7. Release and Indemnification:** By entering this Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes and/or prizes.
- 8. GOVERNING LAW:** EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL OR OTHER APPLICABLE STATE LAW, THE SWEEPSTAKES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA, 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 SWEEPSTAKES), 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: 125<sup>th</sup> Celebration Quiz! Sweepstakes. During the Sweepstakes 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 Sweepstakes and supplying personally identifiable information to Sponsor, including your name and email address, 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 for online entry into this Sweepstakes, 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 Sweepstakes (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 Sweepstakes' 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 Wyng, Facebook, Instagram, Twitter, SnapChat, TikTok or any of their affiliates. By participating in the Sweepstakes, you hereby release and waive Wyng, Facebook, Instagram, Twitter, SnapChat and TikTok, and all of their affiliates, from any and all liability arising from your participation in this Sweepstakes.
- 13. Copyright & Trademark Notices:** The Sweepstakes and all accompanying materials are copyright © 2023 Festival Fun Parks, LLC.