

Kennywood Bites and Pints Passport to Fun Sweepstakes

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, 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.

BY SUBMITTING A PHOTO IN THIS SWEEPSTAKES, ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT SPONSOR MAY USE THE PHOTO IN SPONSOR'S WEBSITE(S), FACEBOOK, INSTAGRAM OR OTHER SOCIAL MEDIA PAGES, AND IN ANY OTHER MARKETING OR ADVERTISING MATERIALS WITHOUT ENTRANT'S PRIOR APPROVAL OR ADDITIONAL CONSIDERATION.

1. **Eligibility:** Open to legal residents of the United States including the District of Columbia who are twenty-one (21) years of age or older as of date of entry ("Entrant"). Those under 21 years of age are not eligible to participate. Internet access is required. 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 Kennywood Bites and Pints Passport to Fun 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 June 9, 2023, at 5:00 pm ET, and ends on July 30, 2023, at 11:59 p.m. ET, (the "Sweepstakes Period"). Sponsor shall be the sole determiner of all Sweepstakes-related time periods.
3. **How to Enter:** During the Sweepstakes Period, Entrants may enter the Sweepstakes via one of the following methods:
 - a. Via website with photo submission:
 - i. Enter the Sweepstakes by visiting the Sweepstakes website at www.kennywood.com/SweepStakes and follow the instructions on how to enter the Sweepstakes. Participants will submit an original still photo of their completed Bites and Pints Passport ("Photo Submission"). A Photo Submission must be an original photograph (digital or analog) taken by the submitter. Entrants will be required to provide a photograph and basic contact information such as their name, address, email, phone number, Instagram handle (optional) and TikTok handle (optional) in order to participate in the Sweepstakes.
 1. Description of Photo Submission method: Bites and Pints, Pittsburgh's Most Thrilling Food & Drink Festival, is back with even more bites in 2023! This year, we're hosting a celebration of nations with 9 unique tasting locations. Pick up your Bites and Pints Passport at any Bites and Pints booth, then receive a stamp at each location when you use one of your Bite Card punches or purchase an item a la carte. Collect all 9 stamps and upload an image of your completed Passport to www.kennywood.com/SweepStakes for a chance to win a Kennywood prize pack! Limited quantities of Passports available.
 - b. Via submission on website: www.kennywood.com/SweepStakes and follow the instructions on how to enter the Sweepstakes. Entrants will be required to provide basic contact information such as their name, address, email, phone number, Instagram handle (optional) and TikTok handle (optional) in order to participate in the Sweepstakes.

Once a submission is uploaded to the Sweepstakes, it is considered a final submission and may not be modified or replaced.

Submissions will not be judged, but must comply with the terms of these Official Rules to be deemed a valid entry.

Limit: One entry per person regardless of method of entry. 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. Photo Content Requirements:** Photo Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions also must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to Sponsor, or to groups, individuals, businesses, or institutions. Photo Submissions must be original photos created by Entrant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party proprietary rights, including privacy and publicity rights (except as expressly permitted below). Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all Photo Submissions must be suitable for a global, public audience. By submitting a photo, Entrant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the photo and further affirms that he or she is prepared to provide reliable documentation to that effect upon request. Entrant further affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all material in the photo. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the photo submission at Sponsor's sole and absolute discretion. Sponsor recognizes no allowance for "fair use" of copyrighted material. In the event of any question or difference of view regarding compliance with, interpretation, or application of these content requirements or other provisions of these Official Rules, Sponsor reserves the exclusive right to resolve such questions or differences of view in their sole discretion. If anyone in Entrant's Photo Submission is under 18 years old, then Entrant needs to have the underage person's parent's or guardian's consent to have the underage person in the Photo Submission and said parent or guardian must agree to the terms of these Official Rules.
- 5. Publicity Release:** By submission of its Photo Submission, Entrant grants to Sponsor, and each of its respective designees, the right to use or publicize such Entrant's name, address (city and state of residence), voice, statements, photograph, video and/or other likeness (and as to the Entrant who wins, the right to use of the Prize information), for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation, and without further compensation, consideration, permission or notification, unless prohibited by law.
- 6. How to Win:** Five (5) potential winners will be selected by random drawing from among all eligible entries received during the Sweepstakes Period. The drawing shall occur on or about August 1, 2023.

The potential winner will be notified by email and/or by telephone within twenty-four (24) hours following the drawing. Due to the nature of this Sweepstakes, a prompt reply from the potential winner is an essential element in winning the prize. Therefore, following notification, the potential winner **MUST REPLY** to Sponsor or Sponsor's authorized representative within forty-eight (48) hours, or Sponsor will award the prize by selecting another eligible entrant by random drawing. The winner will receive the prize by having the prize mailed to them or they can choose to pick it up at the park.

- 7. Prize:** Five (5) winners will receive a Kennywood prize pack consisting of various Kennywood items (ARV \$100). The maximum approximate retail value ("ARV") for any prize awarded is \$100.

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

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 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.

- 8. General Entry Rules:** Any individual or entrant who attempts or otherwise encourages, directly or indirectly, entry under multiple identities or for a proxy individual, and/or uses multiple computers, multiple accounts, multiple Internet Protocol addresses, so-called "proxy servers," or any software program to manipulate or create multiple entries, or uses any other device, method, or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sponsor, will be disqualified and ineligible to win. 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 Sweepstakes. Mutilated, lost, illegible, corrupted, or incomplete entries that do not conform to these Official Rules will be deemed ineligible, disqualified, null, and void.

In the event of a dispute, entry information will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned an email address by the Internet Service Provider, entity, or organization that is providing the email account/address.

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, including, but not limited to: (i) late, incomplete, garbled, or mutilated entries; technical, hardware, or miscellaneous software malfunctions; viruses; network or electronic malfunctions of any kind; (ii) any human error that may occur in winner notification or other Sweepstakes-related communications; (iii) or for any printing errors in these Official Rules. If a printing, electronic, or other error results in more prizes being claimed than the number stated in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

If for any reason the Sweepstakes 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 Sweepstakes Entities that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes), then, in such an event, 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. **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 Sweepstakes in any way may be disqualified.

ALL DECISIONS BY SPONSOR ARE FINAL.

- 9. 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.
- 10. 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 COMMONWEALTH 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.

- 11. 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: Kennywood Bites and Pints Passport to Fun Sweepstakes. During the Sweepstakes Period, Official Rules requests may be sent to the aforementioned address. Rules requests must include a self-addressed, stamped envelope.
- 12. Use of Personal Information:** By participating in the Sweepstakes and supplying personally identifiable information to Sponsor, including your first and last name, email address, zip code, phone number, Instagram handle (optional), and TikTok handle (optional) 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>.
- 13. 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.
- 14. 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, Salesforce, Facebook, Instagram, Twitter, SnapChat, TikTok or any of their affiliates. By participating in the Sweepstakes, you hereby release and waive Wyng, Salesforce, Facebook, Instagram, Twitter, SnapChat and TikTok, and all of their affiliates, from any and all liability arising from your participation in this Sweepstakes.
- 15. Copyright & Trademark Notices:** The Sweepstakes and all accompanying materials are copyright © 2023 Festival Fun Parks, LLC.