

ADVENTURELAND
BERNIE'S GUMMY WORM EATING CONTEST
OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW

By entering into the Contest, each entrant ("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 age six (6) to thirteen (13) years of age entry and have parental or guardian consent (collectively "Entrants"). 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 Adventureland Bernie's Gummy Worm Eating Contest (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 October 5, 2024, at 12:30pm CST and continues until the winners are named (the "Contest Period"). Sponsor shall be the sole determiner of all Contest-related time periods.
3. **How to Enter:** Entrants will be required to provide basic contact information such as their name and a release signed by their parent or guardian order to participate in the Contest. The release signed by the parent or guardian confirms adherence and compliance to these rules. Entrants can enter the Contest as follows:
 - a. Being one of the first ten (10) guests to sign up with Adventureland's guest services on October 5, 2024.
 - b. Entrants will be advised of the location of the Contest and must be present at the location at 12:30PM when the Contest begins.
4. **How to Win:** The Contest will consist of one (1) round. Each Entrant will be provided a bowl of ten (10) gummy worms. Once an Adventureland representative announces the start of the gummy worm eating, the first Entrant to eat the entire bowl of gummy worms and stick out their clean tongue will be declared the grand prize winner. An Entrant vomiting before eating all of the gummy worms and sticking out their clean tongue shall result in disqualification. The Adventureland representative shall be solely responsible for determining the grand prize winner.
5. **Prize:** One (1) grand prize will receive: one (1) Adventureland bucket (ARV \$5); one Adventureland candy prize pack (ARV \$100); and one Adventureland plush (ARV \$50). The maximum approximate retail value ("ARV") for the grand prize awarded is \$155. All other Entrants will receive one (1) giant gummy bear (ARV \$20). Each Entrant will be handed their prize at the conclusion of the Contest.

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

6. **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 applicable 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 forfeit the prize.

In addition, to receive the applicable prize, each 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 a prize and its actual value will not be awarded. Each winner agrees to accept their applicable prize "as is."

Prizes are nonrefundable and nontransferable. Sponsor is not required to (but may, at its sole discretion) offer substitutions, a cash redemption or alternative to any prize awarded under this Contest. Sponsor reserves the right to substitute any prize(s) of equal or greater value in the event the above-stated prize(s) 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.

7. **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 Contest (collectively, the "Contest 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 Contest -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 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 winners 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 winners 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.

8. **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.
9. **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 IOWA, 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.
10. **Winner's List and Official Rules:** You may request the names of the winners by sending a self-addressed, stamped envelope within, and no later than, six weeks after the Winners Selection Date to Festival Fun Parks, LLC, 285 East Waterfront Drive, Suite 150, Homestead, PA 15120. Attn: Adventureland Bernie's Gummy Worm Eating Contest. During the Contest Period, Official Rules requests may be sent to the aforementioned address. Rules requests must include a self-addressed, stamped envelope.
11. **Use of Personal Information:** By participating in the Contest and supplying personally identifiable information to Sponsor, including your first and last name, email address, address, phone number, and date of birth, 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>

- 12. Your Consent to Email and Electronic Communications:** By supplying Sponsor with your email address and other contact information for entry into this Contest, 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.
- 13. 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, Facebook, Instagram, Twitter, Snapchat, TikTok, or any of their affiliates. By participating in the Contest, you hereby release and waive Woobox, Facebook, Instagram, Twitter, Snapchat, and TikTok, and all of their affiliates, from any and all liability arising from your participation in this Contest.
- 14. Copyright & Trademark Notices:** The Contest and all accompanying materials are copyright © 2024. All rights are reserved.