

# RAGING WATERS LOS ANGELES PIRATE DAYS TREASURE HUNT

## 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 eighteen (18) years of age or older as of date of entry and who enter Raging Waters Los Angeles with a valid ticket (regular admission or season pass). Minors under 18 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 Raging Waters Los Angeles Pirate Days Treasure 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 each day at Raging Waters Los Angeles on the following dates and times: September 9, 16, and 23, 2023 at 10:00 am PST and ends once all prizes have been awarded that day, (the “Contest Period”). Sponsor shall be the sole determiner of all Contest-related time periods.

3. **How to Enter:** During the Contest Period, each Entrant must enter Raging Waters Los Angeles with a valid ticket or be a season passholder and once inside the park, find a rubber duck hidden in Raging Waters Los Angeles. Season passholders will also be given a clue sheet. Entrants will also be required to provide basic contact information such as their name, address, email address, date of birth, and phone number in order to participate in the Contest. **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:** Five (5) potential winners per day (fifteen (15) potential winners total) based on the first five Entrants that return a rubber duck to the Raging Waters Los Angeles Guest Relations each day on September 9, 16, and 23, 2023.

The potential winners will be notified by a Raging Waters Los Angeles representative at Raging Waters Los Angeles Guest Relations when Entrant returns a rubber duck to the Raging Waters Los Angeles Guest Relations and is one of the first five Entrants to do so that day.

5. **Prize: Fifteen (15) total winners, five (5) each day of the Contest period** will each receive **one** of the following prizes with no guarantee as to a particular prize:

- One (1) JBL Portable Speaker – ARV \$180
- One (1) Polaroid camera w/ film – ARV \$180
- One (1) Nintendo Switch – ARV \$200

Each winner shall pick up the applicable prize at Raging Waters Los Angeles Guest Relations, or has the option of having it mailed to them at an address provided by Entrant. The maximum approximate retail value (“ARV”) for any prizes awarded is \$200.00. An Entrant may win only one prize per day.

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

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

**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.

**6. 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 Contest. 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 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.**

**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 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 CONTEST), AND THEY FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**9. 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: Raging Waters Los Angeles Pirate Days Treasure 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 personally identifiable information to Sponsor, including your first and last name, email address, zip code, 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>

**11. Your Consent to Email and Electronic Communications:** By supplying Sponsor with your email address and other contact information for online 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.

**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 Wyng, Facebook, Instagram, Twitter, Snapchat, TikTok, or any of their affiliates. By participating in the Contest, 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 Contest.

**13. Copyright & Trademark Notices:** The Contest and all accompanying materials are copyright © 2023 Festival Fun Parks, LLC. Raging Waters Los Angeles® is a registered trademark of Festival Fun Parks, LLC. All rights are reserved.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

Zip Code \_\_\_\_\_

Date of Birth \_\_\_\_\_