

LAKE COMPOUNCE

**Kids Costume Parade and Contest**

OFFICIAL CONTEST RULES

**VOID WHERE PROHIBITED BY LAW.**

By entering into the Contest, each Participant unconditionally accepts and agrees to comply with and abide by these official rules ("Official Rules") and the decisions of Festival Fun Parks, LLC dba Lake Compounce ("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. 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 Lake Compounce Kids Costume Parade and 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. Minors who are under 18 years of age as of date of entry may only enter if a parent or legal guardian consents to these official contest rules. Entries by minors without parent/guardian consent to these rules are null and void. **A PRIZE WON BY A MINOR IN HIS OR HER LEGAL JURISDICTION OF RESIDENCY WILL BE AWARDED IN THE NAME OF SAID MINOR'S PARENT OR LEGAL GUARDIAN.** Void where prohibited by law.
2. **Contest and Contest Entry Period:** The Contest will occur on October 28, 2023 at 2:00 pm EST at Lake Compounce (185 Enterprise Drive, Bristol, CT 06010) (the "Contest"). The entry period for the Contest will start on October 28, 2023 at 2:00 pm EST by showing up to the Main Gate in costume ("Participant(s)"). Sponsor shall be the sole determiner of all Contest-related time periods.
3. **How to Enter:**
  - a. Enter the Contest by visiting Lake Compounce with a valid Season Pass or ticket and showing up at Main Gate in costume at 2:00 pm EST. Late arrivals to the Contest may not be allowed to participate.
4. **How to Win:**
  - a. The Contest (which includes a parade) will start upon announcement by a team member of Sponsor.
  - b. Each Participant must have a costume. Judges (team members of Sponsor) will determine, via crowd applause, the top three best overall costumes.
  - c. There will be a first place, second place, and third place for best overall costume. The loudest crowd applause wins first place, the second loudest crowd applause wins second place, and the third loudest crowd applause wins third place. Sponsor shall be the sole determiner of the level of crowd applause.
  - d. If, in Sponsor's discretion, there is a tie, there may be tie-breaking measures in Sponsor's discretion that decide the perspective winners.
  - e. Winners will need to provide their first and last name to Sponsor.
5. **Prizes:**
  - a. First Place will receive four (4) 2024 Lake Compounce Gold Season Passes (approximate retail value ("ARV") \$159.99 each pass) & a Sweet Shoppe Gift (ARV \$19.99) (total ARV \$659.95)
  - b. Second Place will receive three (3) 2023 Lake Compounce Holiday Lights tickets (ARV \$59.97) & a Sweet Shoppe Gift (ARV \$19.99) (total ARV \$79.96)
  - c. Third Place will receive two (2) 2023 Lake Compounce Holiday Lights tickets (ARV \$39.98) & a Sweet Shoppe Gift (ARV \$19.99) (total ARV \$59.97)
  - d. The maximum ARV for any prize awarded is \$659.95.
  - e. All Participants will receive a treat bag of candy for their participation.
  - f. All prizes will be given to the winners on October 28, 2023 after the Contest concludes, subject to the below.
    - i. A potential winner of a prize valued at \$600 or more will be given an IRS W9 Form. This form must be completed, signed, and returned to Sponsor in order to claim the prize the night of the Contest. If any potential winner fails or refuses to sign and return the W9 form, the winner may be disqualified and an alternate winner (the next place finisher) may be selected.

**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, Participants must follow these Official Rules as solely determined by Sponsor. This includes

fulfillment of all necessary documentation provided or requested by Sponsor. Terms and Conditions of park season passes and tickets apply. Minors must be accompanied by a parent, legal guardian, or Sponsor-approved adult chaperone.

**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."

All prizes are 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, participants 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, cities/states of residence and biographical information, likenesses, images, photographs, and/or other likeness, voices, statements, 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, throughout the world, in perpetuity, without further compensation, consideration, 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 a Participant's 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 CONNECTICUT, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THEREOF. BY ENTERING, PARTICIPANTS 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 PARTICIPANTS 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 Contest date to Festival Fun Parks, LLC, 285 East Waterfront Drive, Suite 150, Homestead, PA 15120. Attn: Lake Compounce Kids Costume Parade and Contest. 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, street address, zip code, phone number, and birthdate 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.lakecompounce.com/privacy-policy>. By participating in the Contest or signing up, Participants acknowledge and agree that they have read and accepted the Sponsor's privacy policy. All Participants acknowledge that if they participate in the Contest and win a prize, certain of their personally identifiable information may be disclosed to third parties, including, without limitation, on a winner's list.

- 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's sponsor is Festival Fun Parks, LLC dba Lake Compounce, with its corporate headquarters at 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, X, SnapChat, TikTok or any of their affiliates. By participating in the Contest, you hereby release and waive Wyng, Salesforce, Facebook, Instagram, X, 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.