

## Official Rules

### *"I Scream, You Scream"* Giveaway

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

#### 1. Eligibility

The *"I Scream, You Scream"* Giveaway (the Promotion) is open only to legal residents of California who are at least eighteen (18) years old at the time of entry. Employees of Funderland Amusement Park (Sponsor), Gunther's Ice Cream (Sponsor), WindFarm Marketing (Administrator) or any of their respective parents, affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion, and their immediate family (spouse, parents and step---parents, siblings and step---siblings, and children and step---children and their respective spouses, regardless of where they reside) and household members (people who share the same residence at least three (3) months out of the year, whether or not related) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrants full and unconditional agreement to these Official Rules and Sponsors and Administrators decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 2. Sponsor and Administrator

Sponsors: Funderland Amusement Park  
1350 17th Avenue  
Sacramento, CA 95822

Sponsor: Gunther's Ice Cream 2801 Franklin Blvd.Sacramento, Ca 95818

Administrator: WindFarm Marketing 1382 Blue Oaks Blvd., Ste. 110, Roseville, CA 95678

#### 3. Promotion Period

The Promotion begins on February 14, 2014 and ends on February 28, 2014 at 12:00 pm PST (the Promotion Period). Administrator's computer is the official time keeping device for this Promotion.

#### 4. How to Enter

To enter, during the Promotion Period, visit <https://www.facebook.com/FunderlandPark> and access the online entry form. You must also click the "like" button on the Funderland Park Page to enter. You will receive one (1) entry into the Promotion upon successful completion and submission of the online entry form.

Refer A Friend Bonus Entry: When you complete your entry, you will have the opportunity to invite friends and family to participate in the Promotion through posting to your News Feed, or via email. You may only refer persons with whom you have an existing relationship and are 18

years of age or older. Each referral must have a valid email address and enter the Promotion in order for you to receive one (1) Bonus Entry. You'll get one bonus entry for each friend that enters. All entries become the property of the Sponsor and will not be acknowledged or returned.

Multiple entrants are not permitted to share the same email address. Use of any script, macro or automated system to participate or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, inaccurate, stolen, delayed or misdirected entries, all of which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be returned.

#### 5. Winner Selection/Notification

Prize Winner Selection: On or about February 28, 2014, One (1) winner will be randomly selected from all eligible entries, received during the Promotion Period. Odds of winning depend on the number of eligible entries received during the Promotion Period. Sponsor shall have no liability if the Potential Prize Winner notification is not received by the Potential Prize Winner for any reason. If, despite reasonable efforts, Potential Prize Winner does not respond within Three (3) days of date of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such Potential Prize Winner, such Potential Prize Winner will forfeit his or her prize and, at Sponsors discretion, an alternate winner may be selected. If any Potential Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

#### 7. Prize:

One (1) Winner will receive:

- Playdate for 15 at Funderland Park (\$150 value)\*
- Ice Cream Party for 15 at Gunther's Ice Cream (\$60 value)\*\*

#### **\*Playdate at Funderland Park includes:**

- 2 hours of unlimited riding for up to fifteen people.
- 15 drinks - choose soda, juice, bottled water
- 15 snacks - choose cheddar bunnies, applesauce, chips, carrot sticks

- Rules - weekday only. normal riding rules as posted on the rides are in effect. If the child does not meet riding requirements, an additional rider may be needed at normal ride costs. If the weather is inclement then Funderland will reschedule the event.
- To place the snack order please contact the office approximately 15 minutes before you would like your items.
- A 48 hour booking is highly recommended and booking will depend on availability of the park.

**\*\* Ice cream party includes:**

One of the following for each guest

- single scoop of ice cream
- small ice cream sundae
- small fruit freeze
- small ice cream float
- small 50/50
- novelty item (pie case)

Additional details for Ice Cream Party:

- Customers are required to book group in advance (at least 48 hours) so we can reserve seating.
- Contact Monday -Thursday 9-3-Sarah Fithian 457-6646 or [sarahfithian@gunthersicecream.com](mailto:sarahfithian@gunthersicecream.com).
- Ice cream party can only be held Monday-Thursday, between the hours of 10am-9pm.
- All members of the group must place order at the same time and only one item per person.
- Certificate must be presented to the cashier at the time of event.
- Certificate must be redeemed by Sept. 30, 2014.

All rules and safety guides must be followed at Funderland. Parents are responsible to read and explain the Fun & Safety Guides posted at each ride to their children. Any rider not following rules or regulations will be asked to leave. Some rides may have height and age requirements that a Pass holder may not meet. Funderland does not allow any expectant mothers or guests with hard casts to ride the rides. One adult parent per day may use the parent pass. Funderland reserves the right to close due to weather conditions. Funderland is not responsible for accidents, loss or damage to property. In accepting this Pass, the cardholder agrees to assume all risk.

Prizes are non-transferable. Sponsor and Administrator are not affiliated with, sponsored by or endorsed by any merchant or social network. Trademarks, service marks, logos, and/or domain names (including, without limitation, the individual names of products and retailers) are the property of their respective owners. Sponsor is solely responsible for all prize fulfillment. Winners are responsible for all taxes and fees associated with prize acceptance and receipt. Trademarks, service marks, logos, and/or domain names (including, without limitation, the individual names of products and retailers) are the property of their respective owners.

**8. Entry Conditions and Release**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and Administrator which are binding and final in all matters

relating to this Promotion; and (b) indemnify, defend, release and hold harmless Facebook, Inc., the Sponsor, the Administrator and each of their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the Released Parties) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrants entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of a prize and/or the broadcast, exploitation or use of entry. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and Administrator and not to Facebook.

#### 9. Publicity

Except where prohibited, participation in the Promotion constitutes each winners consent to Sponsors and its agents use of winners name, likeness, photograph, voice, opinions and/or hometown and state for advertising and promotional purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

#### 10. General Conditions

Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor and Administrator in their sole discretion. If terminated, Sponsor and Administrator may award the prizes for the drawing(s) at issue at random from among all non-suspect, eligible entries received for such drawing(s) up to time of such action. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and Administrator reserve the right to seek damages and other remedies (including attorney's fees) from any such person to the fullest extent permitted by law. Sponsors or Administrators failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### 11. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, typographical, printing or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry

process or the Promotion; (4) other problems or errors of any kind, whether computer, technical, mechanical, typographical, printing, human or otherwise, which may occur in connection with the Promotion, including, but not limited to, any errors or problems which may occur with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion---related materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrants entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrants sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. No more than the number of prizes stated herein will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

## 12. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prize awarded, other than those concerning the administration of the Promotion or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate State Court, for the city of Sacramento, Ca; (iii) any and all claims, judgments and awards shall be limited to actual out---of---pocket costs incurred, including costs associated with entering this

Promotion, and in no event will entrant be able to obtain attorney's fees or other legal costs; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out---of---pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.