

## IDLEWILD & SOAKZONE'S GREAT FAMILY REUNION CONTEST OFFICIAL RULES

1. **ELIGIBILITY:** Open to individuals who are legal residents of the 50 United States and the District of Columbia, 18 years of age or older who have a valid user account with YouTube (see Rule 3 below). The following individuals are not eligible: employees, contractors, directors and officers of Kennywood Entertainment (Sponsor), Google, Inc., YouTube, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest collectively, ("Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each.
2. **TO ENTER:** Create a family focused thirty second commercial for Idlewild Park. Note: all commercials will be screened for appropriateness. The Grand Prize Winner will receive a free family reunion for 50 on (PARK TO DECIDE DATE) during the 2008 season. Refer to Rules 3-4 below for more details regarding the requirements for your commercial. To enter your commercial in the Contest, log on to <http://www.youtube.com/group/idlewildreunion08> between May 19, 2008 and July 7, 2008, click on the "Submit Your Video" link and follow the entry process. Click on the "Upload Your Video" link to go to the Idlewild & SoakZone's Great Family Reunion Contest on YouTube. If you are not an existing user of YouTube, you will be required to create a free user account. Registration on YouTube must be completed before a video can be submitted. When you register your YouTube account, you will be required to agree to the YouTube Terms of Use, located at <http://www.youtube.com/t/terms>, and the YouTube Privacy Policy, located at <http://www.youtube.com/t/privacy>. Once registered with YouTube, go to this link: <http://www.youtube.com/group/idlewildreunion08> and join Group. Then, click "Upload Videos" and follow the instructions to upload your final, edited commercial. Submissions that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this Contest. If you do not complete this registration step your Submission will not be entered into the Contest or eligible for a prize even though your Submission may be posted on the Contest YouTube Channel. Sponsor is not responsible for entrant's failure to timely complete each step of the registration process. Registration must be completed by the contest period of May 19 – July 7, 2008 or your Submission will not be entered into the Contest. You may enter up to five (5) Submissions as long as the same (or substantially similar) Submission is not uploaded more than once. **IMPORTANT:** Be sure to save your Submission in the original format after uploading it to the YouTube in case Idlewild chooses to ever air your Submission on television.
3. **CONDITIONS OF ENTRY:** As conditions of entry into this Contest, and by uploading and entering a Submission, Entrant warrants and represents that the Submission (a) is original and has been legally created, (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) has not been entered in or won previous contests or awards; and (d) has not been published or distributed previously in any media. Entrant represents that he/she owns all rights to his/her Submission, including, without limitation, the copyrights in the recording and the performance contained therein. Entrant further represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness or voice ("Likeness") is included in the Submission, and that such person(s) have granted Entrant all necessary rights to use the person's Likeness as described in these rules, and that Entrant can make written copies of such permissions available to the Sponsor upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's likeness on behalf of the minor. By uploading a Submission, Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's Submission, including, but not limited to, the recording and the performances contained therein (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the submission, and agrees not to sue or assert any claim against the Sponsor for the use of the Submission or Entrant's Likeness or statements. Entrant agrees to indemnify and hold Sponsor, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the Entrant's Submission, or the Entrant's conduct in creating a Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements, characters or ideas contained in any submission.
4. **SUBMISSION FORMAT AND CONTENT REQUIREMENTS:**
  1. **Creative Assignment:** Think of an idea for a great Idlewild Park commercial. Family fun, reunions, picnicking, great family memories etc., are all good themes. But first...A little brand background...Founded in 1878 as a simple picnic ground along the Ligonier Valley Rail Road, [Idlewild & SoakZone \(www.idlewild.com\)](http://www.idlewild.com) is the oldest amusement park in Pennsylvania, third-oldest in America and is rated the second best kid's park in the world by [Amusement Today](http://www.amusementtoday.com) magazine (<http://www.amusementtoday.com>) and one of the top five family amusement parks in the world by the [National Amusement Park Historical Association \(http://www.napha.org/\)](http://www.napha.org/). Family owned and operated by [Kennywood Entertainment \(www.kennywood.com\)](http://www.kennywood.com), the largest provider of summer fun in western Pennsylvania, Idlewild features seven fun theme areas such as SoakZone Waterpark, Story Book Forest and Mister Rogers' Neighborhood of Make-Believe. Seasonal operations run from late May through Labor Day and "Hallowboob," a Halloween-themed event, takes place in October.

### What's the big idea?

The park would like to recognize families and the various generations that make up a family. Your job is to create a great Idlewild & SoakZone family themed commercial. If your commercial is the best, you'll win a free family reunion for 50 at Idlewild Park. Be serious or have fun with it, but make it something you'd want to see on TV. You write it. You cast it. You direct and shoot it. You have total creative control.

2. **Judging Criteria: The judging criteria (used to determine the 10 Semi-Finalists) is as follows:**
  - (#1) Originality (40%)
  - (#2) Overall Appeal (30%)
  - (#3) Likelihood to Motivate People to visit, have a picnic or family reunion at Idlewild Park (30%)
3. **Technical Requirements:** The maximum file size for any video file uploaded to YouTube is 100 MB. Video file(s) submitted to your YouTube account must be provided in one of the following file formats: avi, mov, mpg, or wmv. See the YouTube User Terms of Use for additional details.
4. **Additional Requirements:** The commercial must be exactly thirty seconds in length, including any tags, and must be in English. All commercials over 30 seconds are void. Once you complete and submit your video, your Submission is final and may not be modified or edited. No Submissions will be returned. The person named as the registered owner of the user account on YouTube associated with the Submission and named on the Contest Registration form for the Submission must match and that person will be deemed the entrant ("Entrant"). In the event of dispute regarding the identity of an Entrant, dispute will be resolved in favor of the individual who is the "authorized e-mail account holder" of the e-mail address provided when the YouTube user account was created. "Authorized email account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If any group of individuals elects to collaborate on a Submission, they are required to designate one (1) representative to enter the Contest and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators related to a Submission. Please note the following:
  - Any elements in your Submission, including without limitation music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials used must be 1) entirely original, created and performed by you, 2) be in the public domain. Use of any elements, including without limitation music, audio, speech/voiceovers, video, stills, visuals, or other materials that are not original, in the public domain, or downloaded from [www.idlewild.com](http://www.idlewild.com) may result in disqualification of Submission, in Sponsor's sole discretion.
  - All Submissions will be reviewed before being published or judged; however, publication of a Submission does not mean the Submission has been deemed to be in compliance with these rules. Submissions that do not comply with the YouTube Terms of Use or these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered for a prize.
5. **SELECTION OF WINNERS: Round 1:** Submissions will be judged by a qualified panel of Idlewild selected judges ("Judges") who will evaluate each eligible Submission based on the judging criteria (defined in Rule 2 & 4 above), and the top five (5) entries will be designated as the Semi-Finalists. Limit one (1) Semi-Finalist entry per person. Judging will be completed on/about July 14. The Submission that receives the most votes by the Idlewild Judging Team will be declared the Grand Prize Winner. The Submissions with the next four highest vote totals will be declared the Runner-Up Winners. All Grand Prize and Runner-Up Winners are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of all required documents (described below). Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. Note: Sponsor retains the right to extend, modify or terminate this contest at their sole discretion.
6. **PRIZES: ONE (1) GRAND PRIZE:** A free family reunion at Idlewild Park for 50 people. **FOUR (4) RUNNER-UP PRIZES:** Season passes to Idlewild Park & SoakZone for the 2009 season. Limit one prize per person. **TOTAL ARV OF ALL PRIZES IN CONTEST IS: \$1950.00.**
7. **GENERAL CONDITIONS:** Potential Semi-finalists will be required to irrevocably assign and transfer to Sponsor any and all rights, title and interest in his/her Submission, including, without limitation, all copyrights, and agree to waive all moral rights in that Submission. Semi-Finalists will be required to complete, sign and return an Affidavit of Eligibility, Liability Release, Copyright Assignment and, where lawful, a Publicity Release. Semi-Finalists will also be required to obtain signed publicity releases from all identifiable individuals featured in Semi-Finalists chosen Submission. All completed documents must be returned to Sponsor within 5 days of date notice was sent or Semi-Finalist status will be forfeited and an alternate Semi-Finalist may be selected. Notification of Semi-Finalists or Winners status must be kept confidential until their Submissions are publicly revealed by Sponsor. The Grand Prize and Runner-Up Winners may also be required to sign additional documents, as deemed necessary by Sponsor in its sole discretion. Grand Prize and Runner-Up Winners are solely responsible for any taxes on their respective prizes, and will receive an IRS Form 1099 for the value of their prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or YouTube; (b) violating the Official Rules; (c) violating the YouTube Terms of Service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require a grand prize and/or runner-up winner/s to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.
8. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest,

including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsor and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Contest Parties are not liable in the event that any portion of the Contest or scheduled commercial broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsor may, but is not obligated to, exercise commercially reasonable efforts to air the Grand Prize and Runner-Up Prize winning commercials at another time or make a reasonable substitution in its sole discretion.

9. **Winner List:** For a list of the Grand Prize and Runner-Up Winners, visit [www.idlewild.com](http://www.idlewild.com) or send a self addressed, stamped, #10 envelope to: Idlewild Park, P.O. Box C, Rt. 30 East, Ligonier, PA 15658. Requests must be received by 8/1/08.
10. **Sponsor:** Idlewild & SoakZone and Kennywood Entertainment

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