

## **FRIGHT FEST SMS OFFER**

### **TERMS AND CONDITIONS**

The Fright Fest SMS Offer (“Offer”) is sponsored by Tyson Foods, Inc. (“Sponsor”), 2200 Don Tyson Parkway, Springdale, AR 72762, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. OFFER PERIOD & OFFER DETAILS:** The Offer begins at or about 12:00 PM Eastern Time (“ET”) on October 1, 2016 and ends at 11:59:59 PM ET on October 29, 2016, or while Offer Item supplies last, whichever occurs first (“Offer Period”). The Administrator’s computer is the Offer official clock.
- 2. ELIGIBILITY:** The Offer is available only to legal residents of Texas, who are at least eighteen (18) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, Six Flags Entertainment Corporation, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Offer (“Offer Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Employees, agents and officers of alcohol beverage retailers and distributors and their immediate family members and all other individuals/entities associated with this Offer are not eligible to participate. Void where prohibited or restricted by law. Participation constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Offer.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During participating store hours within the Offer Period, a participant must purchase any eligible **Tyson**<sup>®</sup> product (see Section 8 below for a list of eligible products), while supplies last, at a participating HEB store (“Qualifying Purchase”). Upon completion of Qualifying Purchase, a participant must, using an SMS-enabled mobile device, send a text message to the short code 87654 (“Short Code”) stating the keyword “TYSON” (“Keyword”). All requests must be received by Sponsor or its authorized designee by 11:59:59 PM ET on October 29, 2016. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message. Once a request is received, the participant will be sent a reply text message asking the participant to submit his/her 5-digit ZIP Code (“XXXXX”), date of birth in the following format: “mmddyyyy,” valid Keyword and a picture of the Qualifying Purchase receipt. Upon receipt of a valid 5-digit ZIP Code, date of birth, valid Keyword, and Qualifying Purchase receipt a participant will, subject to verification of eligibility and compliance with these Terms and Conditions, within 24 to 48 hours, be sent one (1) code via text message for one (1) free Kid’s ticket to Six Flags Fiesta Texas in San Antonio, Texas, with the purchase of one (1) full price general admission ticket when purchased together (“Offer Item”). **Redeem at front gate ONLY not valid online.** The approximate retail value (“ARV”) of each Offer Item is \$57.99.

**IMPORTANT: Message and data rates apply.** Not all mobile telephone providers carry the service necessary to participate in this Offer. By participating, participant hereby consents to receive prerecorded messages and autodialed text messages from Sponsor. Upon successful entry, Participant will receive a confirmation text message. If submission is

improper in anyway, Participant will receive text messages on how to remedy submission. Participant understands that participant's consent is not a condition of purchase. Participants should consult their wireless provider's pricing plans. A participant may, at any time, choose to stop participating in this Offer by sending an opt-out text message stating "STOP" to the Short Code. If a participant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP" to the Short Code. Each text message must be manually key-stroked/entered by the participant.

**A Qualifying Purchase receipt may only be used once to receive an Offer Item. A Qualifying Purchase receipt may not be used by more than one (1) participant.** Offer Item valid for child under 48". Offer Item valid through October 30, 2016 on regular operating days. Cannot be combined with any other discount offer or applied towards the purchase of other tickets, including a Season Pass. Not valid at non-participating theme parks, water parks, or on 2-Park Combo Tickets. **Redeem at front gate ONLY not valid on online purchases.** Valid for one (1) Kid's ticket with purchase of each full price general admission, up to four (4) Kid's tickets. Discount cannot be sold, bartered or redeemed for cash. Please visit [sixflags.com/FiestaTexas](http://sixflags.com/FiestaTexas) for a list of operating dates and hours. **Offer Items expire October 30, 2016.** Offer Items subject to terms and conditions. Offer claims subject to verification at Sponsor's sole discretion. Sponsor reserves the right to substitute an item of equal or greater value in case of unavailability of the Offer Item or force majeure. Offer Items are non-transferrable and may not be bought, bartered, or sold. Offer Items are void and will be rejected if not obtained in accordance with these Official Rules or if any part of an Offer Item is mutilated, counterfeited, forged or tampered with in any way. If an Offer Item contains printing, typographical, mechanical or other errors, Sponsor's sole liability is limited to replacement with another Offer Item, while supplies last.

**Limit:** Limit one (1) Offer Item per person during the Offer Period.

4. **LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against

any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any item (or any component thereof); (d) any change in the Offer Items (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed items (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last. If Sponsor, in its discretion, elects to alter this Offer as a result of a Force Majeure event, a notice will be posted at <http://tysonsms.prizelogic.com>.

**WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

- 5. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF**

**BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

6. **PRIVACY POLICY:** Any personally identifiable information collected during a participant's participation in the Offer will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Offer as described in these Terms and Conditions and at Sponsor's privacy policy at <http://www.tysonfoods.com/privacy-policy>.
7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving any Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a participant, the request will be declared made by the authorized account holder of the telephone number used to participate in the Offer. "Authorized account holder" is defined as the natural person who is assigned to a telephone number by a telephone service provider. Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.
8. **QUALIFYING PRODUCTS:** The following **Tyson**<sup>®</sup> products are eligible for the Offer:

HEB Code	Tyson Code	Description	Pack	UPC Code	Case UPC
<b>TYSON® ANY'TIZERS® SNACKS</b>					
100501	810299-0910	ANY'TIZERS BUFFALO BONELESS CHICKEN WYNGZ	8/25.5oz	23700-01405	300-23700-01405-5
100525	023837-0910	ANY'TIZERS POPCORN CHICKEN CHUNK	8/25.5oz	23700-01415	300-23700-01415-4
100512	810298-0910	ANY'TIZERS HONEY BBQ BONELESS CHICKEN WYNGZ	8/25.5oz	23700-01493	300-23700-01493-2
216860	882111-0910	ANY'TIZERS HOMESTYLE CHICKEN FRIES	8/28.05oz	23700-02884	300-23700-02884-7
<b>STATE FAIR® CORN DOGS</b>					
<b>ENTRY SIZE CORN DOGS</b>					
414474	01126	6CT MEAT	12/16 OZ	71068-01126	071068011260
063805	04126	5CT BEEF	12/13.35 OZ	71068-04126	071068041267
<b>FAMILY PACK CORN DOGS</b>					
627794	11012	9CT MEAT	12/24 OZ	71068-11012	071068110123
603951	41012	8CT BEEF	12/21.3 OZ	71068-41012	071068410124
<b>MINI CORN DOGS</b>					
95319	11021	16CT MEAT MINI'S	12/10.56 OZ	71068-11021	071068110212
95627	41023	14CT BEEF MINI'S	12/9.24 OZ	71068-41023	071068410237
<b>VALUE PACK CORN DOGS</b>					
007086	16305	16CT ORIGINAL CORN DOGS	6/42.7 OZ	71068-16205	071068163054
96172	46146	12CT BEEF CORN DOGS	6/32 OZ	71068-46146	71068461468
005514	16124	22CT MEAT IW CORN DOGS	6/58.7 OZ	71068-16024	71068161248

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Customer service inquiries may be made at [Contact Us](#).