

**HERSHEYPARK 2019 AGENT TRAINEE SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Hershey Entertainment & Resorts Company (“HE&R”) presents Hersheypark 2019 Agent Trainee Sweepstakes (“Sweepstakes”). If this Sweepstakes is promoted or administered on Facebook, Twitter, Pinterest or any other social media platform (collectively “Social Media Platforms”), entrants understand that it is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants understand that they are providing their information to HE&R and not to any Social Media Platform. The information provided will only be used for the purposes of the Sweepstakes and as otherwise expressly agreed to by each entrant, subject to HE&R’s privacy policy. HE&R reserves the right to discontinue the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period, as determined in its sole discretion.

1. ELIGIBILITY. The Sweepstakes is open only to legal residents of the United States of America (excluding Rhode Island) who are age 18 or older, except that employees, officers, and directors of HE&R, its parent companies, subsidiaries or any advertising agencies or promotional suppliers, and the immediate family members ([step-]children, spouse, [step-]siblings, [step-]parents) of each are not eligible to enter or win. Void where prohibited or restricted by law. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and HE&R’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN. Sweepstakes begins at 12:00 AM EST on July 10, 2018 and ends at 11:59 PM EST on July 30, 2018 (“Sweepstakes Period”). To Enter: entrants who meet the eligibility requirements may enter the Sweepstakes online by visiting <http://www.hersheypark.com/2019/> and completing and submitting an Official Entry Form during the Sweepstakes Period.

One entry per person per day, regardless of the method of entry. Once submitted, all entries will become the sole and exclusive property of HE&R, will not be acknowledged or returned and cannot be changed, altered, revised, or modified. HE&R is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical or human.

3. ENTRY FORMS. HE&R is not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software or other technical failures, unauthorized human intervention, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause. Furthermore, HE&R retains the right to disqualify any entry that has been incorrectly completed and/or submitted. In the event of any dispute, all email entries will be deemed to have been submitted by the owner of the email account from which they were sent.

4. PRIZES. Grand Prize. One (1) Grand Prize winner will receive four (4) 2019 Hersheypark Season Passes; four (4) 2019 Season Pass Holder Dining Plans, four (4) 2019 Season Pass Holder Drink Plans, an invitation for four (4) to be one of the first to experience the all new attraction, 2019 Attraction Swag Bag, and a year’s worth of Hershey’s chocolate. The approximate retail value of the Grand Prize is \$1130.92. The Grand Prize must be redeemed by May 31, 2019.

5. Runner-Up Prizes. Twenty (20) Runner-Up winners will receive four (4) 1-day tickets to Hersheypark valid for the 2019 Summer Season and 1 Hershey’s Chocolate Prize pack. The approximate retail value of the Runner Up prize is, \$317.80.

Tickets expire at the end of the respective operation season. Visit www.hersheypark.com for details on hours of operation. The Prize winner is responsible for all costs not specifically included in the Prize package including, but not limited to, transportation, gratuities, incidentals, and meals. The Prize is not redeemable for cash. Any interpretation of the Prize shall be made within the HE&R’s sole discretion. The prize is not transferable. Restrictions and blackout dates may apply. No prize substitutions, exchanges, or cash equivalents will be permitted by the prize winner, except that the HE&R reserves the right to substitute a prize of comparable or greater value if deemed necessary by HE&R in its sole

discretion. HE&R is not responsible for winner limitations that prevent the acceptance or use of the Prize or any portion thereof.

6. **ODDS OF WINNING.** The odds of winning the Prize depend solely on the total number of eligible entries received by HE&R during the Sweepstakes Period.
7. **SELECTION OF WINNER.** The Grand Prize winner will be chosen on or about August 3, 2018 from a random drawing of all eligible entries received during the Sweepstakes Period. The winners will be notified by telephone or email. After the winners are chosen, alternate(s) will be selected on an as-needed basis in the event that the winners are ineligible, declines the prize, or cannot be located. Entrant does not need to be present to win. The prize is subject to verification. The Prize winners will be required to sign and return a Winner's Affidavit of Eligibility and Release at the time of the award of the prize, or the prize will be forfeited.
8. **PUBLICITY RELEASE/GRANT OF USE.** In consideration of entrants' Official Entry Form being included in the Sweepstakes, each entrant hereby grants HE&R a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display her/his name, voice or likeness in any media now known or hereafter devised without any further right of approval or compensation, and entrant hereby releases HE&R, its owner, directors, officers, employees, agents, licensees, and affiliated companies (the "Released Parties") from any liability with respect thereto. By entering an Official Entry Form into the Sweepstakes, entrants acknowledge and agree that their participation, name or likeness may be made available to the public by HE&R. Entrants understand and agree that their name, voice or likeness may appear on the one or more of HE&R's websites and/or on Social Media Platforms. HE&R shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the Official Entry Form as determined by HE&R in its sole discretion.
9. **GENERAL LIABILITY RELEASE.** By participating in the Sweepstakes, each entrant agrees to release, indemnify, defend, and hold harmless the Released Parties and applicable Social Media Platforms from and against any and all costs, claims, losses, injuries, liabilities, or damages of any kind arising out of or in connection with, or due in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity; unauthorized human intervention in any part of the entry process or the Sweepstakes; electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; any injury or damage to persons (including death) or property, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity; receipt, possession, use or misuse of any Prize; and any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement. HE&R has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prize, including, without limitation, to such prize's quality or fitness for a particular purpose.
10. **ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** Entrants who fail to comply with any of the Official Rules of the Sweepstakes may be disqualified from the Sweepstakes at the sole discretion of HE&R. By entering this Sweepstakes, all entrants acknowledge having read these Rules and agree to be bound by them and the decisions of HE&R or its duly authorized representative(s), and further waive any right to claim ambiguity in these Rules. HE&R is not responsible for any typographical or other error in the advertising for the Sweepstakes, administration of the Sweepstakes or in the announcement of the Prize. HE&R is not responsible if Sweepstakes cannot take place or if the Prize cannot be awarded or used due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within HE&R's control (each a "Force Majeure" event or occurrence).
11. **DISPUTES.** Except where prohibited by law, as a condition of participating in this Sweepstakes agree under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participants actual out-of-pocket expenses (e.g., costs associated with entering this Sweepstakes), and participants further waive all rights to have damages multiplied or increased.
12. **GOVERNING LAW.** Except where prohibited by law, this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Participants hereto consent and agree that all legal proceedings relating to the subject matter of this Sweepstakes shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania

(Harrisburg division), and participants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

13. **TAXES.** The Prize winner is responsible for all taxes, gratuities and fees, including, but not limited to federal, state and local income taxes.
14. **WINNERS LIST/RULES REQUEST.** For the name of the Prize winners please send self-addressed, postage-paid envelope to: Hersheypark, c/o **Hersheypark Promotions, 27 W. Chocolate Avenue, Hershey, Pennsylvania 17033** within 30 days of the date of the drawing.
15. **SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033