

WHAT'S NEW FOR 2016 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 the WHAT'S NEW FOR 2016 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, The Hershey Company, their respective parent companies, subsidiaries or any advertising agencies or promotional suppliers, and the immediate family members ([step-]children, spouse, [step-]siblings, [step-]parents) and individuals residing in their same household (whether or not related) 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 12:01 AM EDT, April 7, 2016 and expires at 11:59 PM EDT, April 27, 2016 ("Sweepstakes Period"). To Enter the Sweepstakes, entrants must visit <http://www.hersheypark.com/contests/new-for-2016/index.php> during the Sweepstakes Period and follow the instructions to complete an official entry form ("Official Entry Form"). Limit of one entry per person.
- 3. ENTRY FORMS.** Once submitted, Official Entry Forms 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, 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. In addition, HE&R is not responsible for late, lost, damaged, misdirected, illegible, incomplete or postage-due mail entries, prize claims or requests. 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. Any attempt by an individual to use multiple accounts to enter more than once during the Sweepstakes Period are void.
- 4. PRIZE.** One (1) Grand Prize winner will receive: round trip coach airfare for the Grand Prize winner and three (3) guests from the major commercial airport with regularly scheduled flights nearest to the Grand Prize winner's permanent residence at the time of entry to Harrisburg International Airport in Harrisburg, PA (maximum value \$1,000); two (2) overnight accommodations at *Hershey Lodge* (4 people, one room); eight (8) regular one-day admission tickets to *Hersheypark* Amusement Park; four (4) *Hersheypark* meal vouchers for use inside *Hersheypark*; one (1) two-day Ride Photo Pass; one (1) chocolate basket (candy assortment to be determined by HE&R); four (4) *Hershey's Chocolate World* Attraction Meal Vouchers; four (4) dessert vouchers to use inside *Hershey's Chocolate World* Attraction; one (1) Magic Memory Photo pass for *Hershey's Chocolate World* Attraction; four (4) vouchers to Create Your Own Chocolate Bar at *Hershey's Chocolate World* Attraction; four (4) vouchers to 4D Chocolate Mystery at *Hershey's Chocolate World* Attraction; four (4) vouchers to the Chocolate Tasting Experience at *Hershey's Chocolate World* Attraction; and one (1) 5lb *Hershey's Chocolate Bar* ("Grand Prize"). The approximate retail value (ARV) of the Grand Prize is \$2,989.26, but will vary depending upon the Grand Prize winner's permanent residence and airline rate fluctuations (winner is not entitled to receive the difference between the actual value and ARV listed). The Grand Prize must be redeemed by September 25, 2016.

Ten (10) Runner-Up winners will each receive: one (1) overnight accommodations at *Hershey Lodge* (4 people, one room); eight (8) regular one-day admission tickets to *Hersheypark* Amusement Park; one (1) Magic Memory Photo

pass for *Hershey's Chocolate World* Attraction; and four (4) *Hershey's Chocolate World* Attraction Meal Vouchers ("Runner-Up Prize") (collectively with the Grand Prize, "Prizes"). The ARV of each Runner-Up Prize is \$1,010.40. The Runner-Up Prizes must be redeemed by September 25, 2016.

Use of the Prizes is based on availability, which will be determined by HE&R. The Grand Prize winner and Runner-Up Prize winners are responsible for all costs not specifically included in the Prize packages including, but not limited to, transportation, gratuities, incidentals, and meals. Air transportation provider will be designated by HE&R or its prize provider. Grand Prize winner will be solely responsible for any and all air transportation costs in excess of \$1,000 and ground transportation between airport of departure/return and the Grand Prize winner's residence. If a Grand Prize winner resides within a pre-determined radius of Hershey, PA, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu thereof. Grand Prize winner and guests must travel together on the same itinerary. Grand Prize winner and guests are responsible for obtaining all necessary travel documents, including, if applicable, passports and visas, prior to travel. The Prizes are not redeemable for cash. Any interpretation of the Prizes shall be made within the HE&R's sole discretion. The Prizes are 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. No guest under twenty-one (21) will be registered in a room unless accompanied by a person who is twenty-one (21) or older. A parent or legal guardian must accompany all guests under the age of eighteen (18). HE&R shall not be responsible for Prize winner limitations that prevent the acceptance or use of the Prizes or any portion thereof.

5. **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.
6. **SELECTION OF WINNER.** The Grand Prize and Runner-Up winners will be chosen on or about May 6, 2016 from a random drawing of all eligible entries received during the Sweepstakes Period. The winners will be notified by telephone on or about May 6, 2016. After the Prize winners are chosen, alternate(s) will be selected on an as-needed basis in the event that any winner is ineligible, declines the prize or cannot be located. Entrants do not need to be present to win. All prizes are 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 Prizes, or the Prize will be forfeited.
7. **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, The Hershey Company ("THC"), their respective owners, 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 or THC. Entrants understand and agree that their name, voice or likeness may appear on the one or more of HE&R's or THC's websites and/or on Social Media Platforms. HE&R and THC shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter, the Official Entry Form as determined by HE&R in its sole discretion.
8. **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. Neither HE&R nor THC have made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prizes, including, without limitation, to such Prize's quality or fitness for a particular purpose.
9. **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 Prizes. HE&R is not responsible if Sweepstakes cannot take place or if the Prizes 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).

- 10. 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.
- 11. 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.
- 12. TAXES.** The Prize winner is responsible for all taxes, gratuities and fees, including, but not limited to federal, state and local income taxes.
- 13. PRIZE PROVIDER.** The Hershey Company is a prize provider only and has no responsibility or liability with regard to the administration or execution of this Sweepstakes except as may be required to fulfill its portion of the Prizes. All images and trademarks appearing within are used with permission.
- 14. WINNERS LIST/RULES REQUEST.** For the name of the prize winners and/or to obtain a copy of the Official Rules please send self-addressed, postage-paid envelope to: "What's New for 2016 Sweepstakes", c/o Hersheypark Promotions, 27 W. Chocolate Avenue, Hershey, Pennsylvania 17033 by May 31, 2016.
- 15. SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

