

## 2018 SEASON PASS HOLDER FIRST 2 RIDE 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 2018 Season Pass Holder First 2 Ride Sweepstakes (“Sweepstakes”). If this Sweepstakes is promoted or administered on Facebook, Twitter, Instagram 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. HE&R reserves the right to cancel 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 13 or older (“Entrants”), who currently hold a 2018 Hersheypark Season Pass that was purchased prior to the Sweepstakes Period (defined below), and who have a valid email address associated with the Season Pass (“Season Pass Holder”), except that employees, officers, and directors of HE&R and 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. 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 5:00 PM EDT, April 13, 2018 and expires at 11:59 PM EDT, May 7, 2018 (“Sweepstakes Period”). To Enter the Sweepstakes, Entrants must visit <http://www.hersheypark.com/season-pass-holder/rsvp/first-2-ride.php> during the Sweepstakes Period and follow the instructions to complete an official entry form (“Official Entry Form”), which includes providing the Entrant’s email address, first name, last name, and season pass ID number. Entrant may register Entrant’s spouse and/or children who are also Season Pass Holders (“Family Members”) by providing their first name, last name and season pass ID numbers. Entrant may register up to seven (7) Family Members. Limit of one entry per Season Pass Holder, whether registered as the Entrant or a Family Member.
- 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, late, illegible, stolen, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical or human, nor is it responsible for failure to receive an email containing the link to the Sweepstakes. By participating in the Sweepstakes, all Entrants agree to be bound by these Official Rules and the decisions of HE&R, which are final, and further agree waive any right to claim ambiguity in the Official Rules. Entrants who fail to comply with any of these Official Rules may be disqualified from the Sweepstakes at the sole discretion of HE&R. Furthermore, HE&R retains the right to disqualify any entry that has been incorrectly completed and/or submitted. In the event of any dispute as to the identity or eligibility of the Entrant, 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.** A total of 2,018 Season Pass Holders will each receive one (1) special event ticket for the Season Pass Holder First 2 Ride Event taking place on May 25, 2018 either between the hours of 2PM – 5PM EDT or 5PM – 8PM EDT, which will include an opportunity to be among the first riders on the new Breakers Edge Water Coaster and Whitecap Racer attractions (the “Prize”).

Riders on Breakers Edge Water Coaster and Whitecap Racer must meet all ride requirements. 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. The Prize must be redeemed on the date and at the time listed within the Prize description. No Prize substitutions, exchanges, or cash equivalents will be

permitted by the Prize winner, except that HE&R reserves the right to substitute a Prize of comparable or greater value, or change the dates of redemption, if deemed necessary in its sole discretion. HE&R shall not be responsible for Prize winner limitations that prevent the acceptance or use of the Prize 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 each Sweepstakes Period.
6. **SELECTION OF WINNER.** Prize winners will be chosen from a random drawing of all eligible entries received by Entrants during the Sweepstakes Period. Prize winners will be chosen on or about May 8, 2018. The Prize winners will include the randomly selected Entrant and his/her Family Members (if applicable), up to a total of 2,018 Season Pass Holders. 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. The winning Entrants will be notified by email after the drawing by May 11, 2018. Entrants do not need to be present to win.
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 and its respective owners, directors, officers, employees, 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.
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. 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.
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. 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).
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 winners are responsible for all applicable taxes, gratuities and fees, including, but not limited to federal, state and local income taxes.
- 13. WINNERS LIST/RULES REQUEST.** For the name of the Prize winners please send self-addressed, postage-paid envelope to: "Season Pass Holder First 2 Ride Sweepstakes" Attn: Hersheypark Promotions, 27 W. Chocolate Ave., Hershey, Pennsylvania 17033 within 30 days of the date of the drawing.
- 14. SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

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