HERSHEYPARK HAPPY THROUGH THE YEARS SWEEPSTAKES

OFFICIAL RULES

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

VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION, AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Hershey Entertainment & Resorts Company ("HE&R") presents the HERSHEYPARK HAPPY THROUGH THE YEARS SWEEPSTAKES ("Sweepstakes"). If the Sweepstakes is promoted or administered on Facebook, X (formerly Twitter), Instagram, or any other social media platform (collectively "Social Media Platforms"), entrants understand that the Sweepstakes 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. Personal 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 cancel or discontinue the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period (defined in Section 2), as determined in its sole discretion.

1. **ELIGIBILITY.** The Sweepstakes is open only to persons who are legal residents of the United States of America (excluding Rhode Island) who are at least age eighteen (18) or older, and of the age of majority in their state of residence at the time of entry ("Entrants"), 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. 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.** The Sweepstakes begins at 9:00 AM EDT Thursday, March 6, 2025, and ends at 11:59 PM EDT on Sunday, April 6, 2025 ("Sweepstakes Period").

   To Enter: Entrants who meet the eligibility requirements will be entered into the Sweepstakes by visiting the *Hersheypark* amusement park website at https://www.hersheypark.com/hersheypark-happy-through-the-years-sweepstakes during the Sweepstakes Period and following the instructions to submit an official entry ("Official Entry") by completing the official entry form, which includes uploading a photo ("Photo") highlighting a past visit to *Hersheypark* ("Official Entry Form").

   Alternative Method of Entry: Entrants may also enter the Sweepstakes by submitting an Official Entry via a 4 x 6 inch mailed-in postcard with the name of the Entrant, their mailing address, their email address, their phone number, and "Hersheypark Happy Through the Years Sweepstakes Entry" written on the card, to:

   Hershey Entertainment & Resorts Company
   Attention: Marketing Dept.
   Hersheypark Happy Through the Years Sweepstakes
   27 W. Chocolate Ave.
   Hershey, PA 17033

   All "write-in" entries must be received by HE&R no later than Sunday, April 6, 2025. There is a limit of one (1) write-in entry per Entrant, and Entrant's postcard is considered one (1) Official Entry into the Sweepstakes. The postcard will become the property of HE&R and will not be returned. Multiple write-in entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Write-in entries must contain all items outlined above; otherwise, they are void and will not be eligible to win.

Limit one (1) Official Entry per person during the Sweepstakes Period. Additional entries beyond the specified limit will be considered void. Any attempt by any Entrant to obtain more than a single entry by using multiple methods of entry or multiple/different social media accounts, email accounts, identities, registrations or logins, or any other methods will void that Entrant's Official Entry and that Entrant may be disqualified. HE&R reserves the right to remove any Official Entry and/or disqualify any Entrant whose Official Entry, including the Photo (if applicable), is offensive, inappropriate, obscene, slanderous, or otherwise in conflict with these Official Rules. Sponsor's computer will be the official time-keeping device for 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 to waive any right to claim ambiguity in the Official Rules.

When an Entrant uploads a Photo with their Official Entry Form, any people in addition to Entrant appearing in the Photo must be the immediate family member of Entrant. Immediate family members are defined as including Entrant's grandparent(s), parent(s)/legal guardian(s) spouse, and/or biological or adopted children and/or grandchildren. If the Photo features any minor(s) under the age of 18, only the parent or guardian of the minor(s) may submit the Photo. The Photo must not infringe upon the rights, including but not limited to, copyrights, trademarks, right of publicity, right of privacy, or other intellectual property or other rights of any person or entity. The Photo must not include images that are obscene, pornographic, libelous, illegal, discriminative, disparaging of HE&R, infringing on the rights of any third parties, or otherwise objectionable as solely determined by HE&R. Winner is chosen strictly by chance and not based on the submission or content of the Photo. Submission of a Photo is not a condition of entry.

3. **ENTRY FORMS.** Once submitted, the Official Entry Form, including the Photo, 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, private message, notification, or Sweepstakes announcement on a Social Media Platform describing the Sweepstakes or method of entry. Failure to follow any instructions provided by a Sweepstakes announcement or submission of Entrant's Official Entry within the Sweepstakes Period may result in disqualification from the Sweepstakes. Entries that are generated by a script, macro, or use of any other automated system to participate is prohibited and will result in disqualification. In the event of any dispute as to the identity or eligibility of the Entrant, all Official Entry Forms will be deemed to have been submitted by the owner of the email associated with the submission. 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.

4. **PRIZE.** Five (5) prize winners ("Winner[s]") will receive a prize package ("Prize"). Each Prize includes: (i) four (4) *Hersheypark* one-day 2025 All Season admission tickets; (ii) one (1) *Hersheypark* free parking voucher valid for the 2025 operating season; (iii) one (1) $50 *Hersheypark* Games Card; and (iv) four (4) free *Hersheypark* All-Day Drink Deals for the 2025 operating season. *Hersheypark* tickets, parking pass, and All-Day Drink Deals must be redeemed by January 4, 2026. Restrictions and blackout dates may apply. *Hersheypark* Games Card has no expiration date. Approximate retail value of Prize is $537.00. All costs and expenses associated with Prize acceptance, including, but not limited to, lodging, transportation costs, gratuities, meals, and taxes and other expenses incurred by accepting the Prize are the sole responsibility of the Winners. A Prize is not redeemable for cash and may not be traded or sold. Any interpretation of the Prize shall be made within HE&R's sole discretion. The same restrictions that apply to any other guests to HE&R properties will apply to the Winner and his/her guests. A parent or legal guardian must accompany all guests under the age of eighteen (18). No Prize substitutions, assignments, exchanges, or cash equivalents will be permitted by the Prize Winners, except that HE&R reserves the right to substitute a Prize of comparable or greater value, or change the date(s) of redemption, if any, 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. Limit one (1) Prize per person, family, or household. *Hersheypark* tickets included in the Prize expire on January 4, 2026. Visit www.hersheypark.com for details on hours of operation.

5. **ODDS OF WINNING.** The odds of winning a Prize depend solely on the total number of eligible Official Entries received by HE&R during the Sweepstakes Period.

6. **SELECTION OF WINNERS.** Winners will be randomly selected from all eligible Official Entries on or about Monday, April 7, 2025, and the Winners will be notified by telephone and/or email within a reasonable time after the selection of the Winners. Entrants do not need to be present to win. Prize Winners are subject to verification. After the Winners are chosen, alternate(s) may be selected on an as-needed basis in the event that any Winner is ineligible, declines the Prize, or cannot be located or contacted by April 25, 2025. The 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.

7. **PUBLICITY RELEASE/GRANT OF USE.** By entering the Sweepstakes, Entrant grants HE&R a non-exclusive, irrevocable, fully paid, universal license to use their Photo, name, voice, image, 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 the Social Media Platforms, and their respective owners, directors, officers, partners, employees, licensees, agents, affiliated companies, successors, and assigns (collectively, the "Released Parties") from any liability with respect thereto. By entering the Sweepstakes, Entrants acknowledge and agree that their participation, Photo, name, voice, image or likeness may be made available to the public by HE&R.

8. **GENERAL LIABILITY RELEASE.** By entering the Sweepstakes, each Entrant agrees to release, indemnify, defend, and hold harmless the Released Parties 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, whether caused by negligence or not, from participation in the Sweepstakes or any Sweepstakes-related activity; receipt, possession, use or misuse of the Prize; any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement; unauthorized human intervention in any part of the entry process or the Sweepstakes; and electronic or human error which may occur in the administration of the Sweepstakes. PRIZE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, and 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 the quality or fitness for a particular purpose of the Prize.

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, a Sweepstakes announcement, the administration of the Sweepstakes, or in the announcement of a Prize and/or notification to the Winners. HE&R's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. HE&R is not responsible if Sweepstakes cannot take place or if a 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. **BINDING ARBITRATION/DISPUTES.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Official Rules and participation in the Sweepstakes (including the acceptance and redemption of any or all of a Prize) (collectively, "Sweepstakes Disputes"). For all Sweepstakes Disputes, participants agree to first send a written description of their dispute to HE&R via the Contact Form at https://www.hersheypark.com/contact-us to allow HE&R an opportunity to resolve the Sweepstakes Dispute. Participants and HE&R each agree to negotiate the Sweepstakes Dispute in good faith. If the Sweepstakes Dispute cannot be resolved within sixty (60) days, the Sweepstakes Dispute (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be resolved by binding arbitration. Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrants agree under no circumstances will they 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 Entrant's actual out-of-pocket expenses (e.g., costs associated with entering or participating in the Sweepstakes), and Entrants further waive all rights to have damages multiplied or increased.

11. **CLASS ACTION WAIVER AND JURY WAIVER**. Participants agree that any proceeding, whether in arbitration or court, will be conducted only on an individual basis and not in a class, consolidated, or representative action. If a court or arbitrator determines in an action between a participant and HE&R that this class action waiver is unenforceable, the arbitration agreement in Section 10 will be void only as to that participant. If for any reason a claim proceeds in court rather than through arbitration, the participant and HE&R each waive any right to a jury trial.

12. **GOVERNING LAW.** Except where prohibited by law, the Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. By entering the Sweepstakes, Entrants consent and agree that all legal proceedings relating to the subject matter of the 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 Entrants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

13. **TAXES.** Prize Winners are responsible for compliance with all applicable rules, laws, and regulations, including, but not limited to, payment of applicable federal, state, and local income taxes.

14. **WINNERS LIST/RULES REQUEST.** For the name of the Prize Winners and/or to obtain a copy of the Official Rules, please send your detailed request, noting the name and date(s) of the applicable Sweepstakes for which you request the names of the Winners, and your contact information to krrpettit@hersheypa.com within thirty (30) days after the conclusion of the Sweepstakes Period.

15. **SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

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