

## 2023 HERSHEY PARK HALLOWEEN 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 2023 HERSHEY PARK HALLOWEEN SWEEPSTAKES (“Sweepstakes”). If this Sweepstakes is promoted or administered on Facebook, X (formerly 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. 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 (defined in Section 2), 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, 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 12:00 PM EDT on Monday, October 2, 2023, and ends at 11:59 PM EDT on Friday, October 8, 2023 (“Sweepstakes Period”). **To Enter:** Entrants who meet the eligibility requirements will be entered into the Sweepstakes by visiting the *Hersheypark* website at [www.Hersheypark.com/sweepstakes/darknights.php](http://www.Hersheypark.com/sweepstakes/darknights.php) during the Sweepstakes Period, and following the instructions to submit an official entry (“Official Entry”) by completing the official entry form (“Official Entry Form”).

**Limit one (1) Official Entry per person per day during the Sweepstakes Period.** Any attempt by an individual to use multiple accounts, emails, identities, registrations or logins, or any other method to enter more than once each day of the Sweepstakes Period will void that Entrant’s entries and that Entrant may be disqualified. HE&R retains the right to disqualify any Official Entry that has been incorrectly completed and/or submitted. Entries that are generated by a script, macro, or use of any other automated system to participate is prohibited and will result in disqualification. HE&R’s computer will be the official time-keeping device for the Sweepstakes. By participating in the Sweepstakes, all Entrants acknowledge having read these Official Rules and agree to be bound by them and the decisions of HE&R, which are final, and further agree to waive any right to claim ambiguity in the Official Rules.

- 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, 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 an email, notification, or Sweepstakes announcement, or to submit Entrant’s Official Entry Form within the Sweepstakes Period may result in disqualification from the Sweepstakes. In the event of any dispute as to the identity or eligibility of the Entrant, all Official Entries will be deemed to have been submitted by the owner of the email account 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. **GRAND PRIZE.** One (1) winner (“Grand Prize Winner”) will receive a grand prize package (the “Grand Prize”) which includes the following elements:
- a. Four (4) 1-day admission tickets to *Hersheypark* valid until October 29, 2023;
  - b. Four (4) Lights-on Tours of a *Dark Nights* Haunted House valid until October 29, 2023;
  - c. Four (4) tickets to dine at the *RIP* Dinner Buffet valid until October 29, 2023;
  - d. Four (4) *Dark Nights* Tasting Passes valid until October 29, 2023;
  - e. Four (4) 1-day *Fast Track + Dark Nights* Houses Unlimited Passes – valid all day for all five (5) haunted houses and participating coasters until October 29, 2023; and
  - f. One (1) *Hersheypark* free parking voucher valid for one-time use until October 29, 2023.

The total approximate retail value of the Grand Prize is \$1,896.00.

The Grand Prize elements must be redeemed by the date and at the time indicated above, and/or as indicated on the Grand Prize element. Riders must meet all height and rider requirements.

5. **RUNNER-UP PRIZES.** Twenty-one (21) runner-up prize winners (“Runner-up Prize Winner[s]”) will receive a runner-up prize (“Runner-Up Prize”) including two (2) 1-day admission tickets to *Hersheypark* valid until October 29, 2023. The approximate retail value of each Runner-up Prize is \$169.90. The total approximate retail value of all Runner-up Prizes is \$3,567.90.
6. **PRIZE TERMS AND CONDITIONS.** The Grand Prize Winner and Runner-up Prize Winners (collectively, “Prize Winner[s]”) are responsible for all costs not specifically included in the Grand Prize or Runner-up Prize (collectively, the “Prize[s]”) including, but not limited to, transportation, gratuities, incidentals, and meals. Prizes are not redeemable for cash and may not be traded or sold. Any interpretation of the Prizes shall be made within HE&R’s sole discretion. The Prizes are not transferable. Restrictions and blackout dates may apply. Prizes must be redeemed by the date and at the time listed within the Prize descriptions. The same restrictions that apply to any other guests will apply to the Prize Winner and his/her guests. A parent or legal guardian must accompany all guests under the age of eighteen (18). No prize substitutions, exchanges, or cash equivalents will be permitted by a 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 by HE&R in its sole discretion. HE&R is not 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 Prizes expire on October 29, 2023. Visit [www.hersheypark.com](http://www.hersheypark.com) for details on hours of operation.
7. **ODDS OF WINNING.** The odds of winning the Prizes depend solely on the total number of eligible entries received by HE&R during the Sweepstakes Period.
8. **SELECTION OF WINNERS.** Prize Winners will be chosen from a random drawing of all eligible entries received during each Sweepstakes Period. Prize Winners will be chosen on or about Monday, October 9, 2023. After the Prize Winners are chosen, alternate(s) will be selected on an as-needed basis in the event that a Prize Winner is ineligible, declines any portion of the prizes, or cannot be located. The Prize Winners will be notified by telephone and/or email after the drawing. Entrants do not need to be present to win. The Grand Prize and Runner-up 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 Grand Prize or Runner-up Prizes, or the Prizes will be forfeited. In addition, the Grand Prize Winner must complete and submit a validly executed IRS Form W-9.
9. **PUBLICITY RELEASE/GRANT OF USE.** By entering the Sweepstakes, Entrants grant HE&R a non-exclusive, irrevocable, fully paid, universal license to use their 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 a Sweepstakes, Entrants acknowledge and agree that their participation, name, voice, image or likeness may be made available to the public by HE&R.

- 10. GENERAL LIABILITY RELEASE.** By entering the Sweepstakes, 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 any 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. PRIZES ARE 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 Prizes, including, without limitation, to the quality or fitness for a particular purpose of the Prizes.
- 11. 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’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. 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 and/or notification to the Winners. 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).
- 12. 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 the Prizes) (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/contact-form.php> 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 this Sweepstakes), and Entrants further waive all rights to have damages multiplied or increased.
- 13. 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 12 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.
- 14. 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. Entrants 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 Entrants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
- 15. 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.

**16. 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 name of the Prize Winners, and your contact information to [tvrowles@hersheypa.com](mailto:tvrowles@hersheypa.com) within thirty (30) days after the conclusion of the Sweepstakes Period.

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

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