

HERSHEYPARK SEASON PASS HOLDER LOYALTY CHALLENGE TERMS AND CONDITIONS

Effective Date: May 25, 2023

PLEASE CAREFULLY READ THESE HERSHEY PARK AMUSEMENT PARK SEASON PASS HOLDER LOYALTY PROGRAM (“PROGRAM”) TERMS AND CONDITIONS. INDIVIDUALS WHO HAVE A VALID 2023 HERSHEY PARK SEASON PASS OF VALUE, INCLUDING BITE SIZE, FULL SIZE, AND KING SIZE SEASON PASSES ARE ELIGIBLE TO PARTICIPATE IN THE PROGRAM (“PARTICIPANTS”).

PARTICIPANTS AND PARTICIPANTS’ PARENTS OR LEGAL GUARDIANS, IF APPLICABLE, ACKNOWLEDGE HAVING READ THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM AND THE DECISIONS OF HERSHEY ENTERTAINMENT & RESORTS COMPANY WHICH ARE FINAL, AND FURTHER WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THESE TERMS AND CONDITIONS. IF PARTICIPANTS OR PARTICIPANTS’ PARENTS OR LEGAL GUARDIANS, IF APPLICABLE, DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEY SHOULD NOT PARTICIPATE IN THE PROGRAM OR ACCEPT AND/OR REDEEM ANY OF THE PRIZES.

PARTICIPANTS AND PARTICIPANTS’ PARENTS OR LEGAL GUARDIANS, IF APPLICABLE, EXPRESSLY AGREE THAT HERSHEY ENTERTAINMENT & RESORTS COMPANY MAY PROVIDE UPDATES, NOTICES, DISCLOSURES, AND AMENDMENTS TO THE PROGRAM, THESE TERMS AND CONDITIONS, AND OTHER INFORMATION RELATING TO THE PROGRAM BY ELECTRONIC MEANS, INCLUDING EMAIL OR BY POSTING SUCH INFORMATION AND MATERIALS ONLINE AT [HTTPS://WWW.HERSHEYPARK.COM/INFO/LOYALTY.PHP](https://www.hersheypark.com/info/loyalty.php).

1. Program Terms and Conditions and Administration.

These Program Terms and Conditions apply to each Participant’s access to, and participation in, the Program, which is operated by Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033 (“HE&R”). These Terms and Conditions do not alter in any way the terms or conditions of any other agreement a Participant may have with HE&R for other products or services, including any agreement related to the purchase and use of their Season Pass(es). If this Program is promoted or administered on Facebook, Twitter, Instagram or any other social media platform (collectively “Social Media Platforms”), Participants understand that it is in no way sponsored, endorsed, or administered by, or associated with those Social Media Platforms.

2. Eligibility.

Individuals who have a valid 2023 *Hersheypark* amusement park Season Pass of value, including Bite Size, Full Size, and King Size season passes are eligible to participate in the Program. Employees and vendors of HE&R who are able to access and enjoy *Hersheypark* using their valid employee or vendor ID are not eligible to participate in the Program. THE PROGRAM IS NOT TARGETED TOWARDS, AND IS NOT INTENDED FOR PARTICIPATION BY, ELIGIBLE SEASON PASS HOLDERS UNDER THE AGE OF 13. HE&R must have a valid email address for Program Participants. Details about the Program, earned Points (defined in Section 4), and Prizes (defined in Section 5) will be sent via email to the email address associated with the applicable Season Pass(es) (“Participant Email”). To provide a different email address to be used in connection with a

particular Season Pass, please visit Ticketing Services located near the main entrance to *Hersheypark* or by calling (717) 534-3900. The information provided will only be used for the purposes of the Program and as otherwise expressly agreed to by the Participant, subject to HE&R's privacy policy. Additionally, Participants can track their Points via their HPGO account in the *Hersheypark* app. For details about how to set up an HPGO account, please refer to the "How do I set up an HPGP account"? FAQ located at <https://www.hersheypark.com/info/loyalty.php>.

3. How to Participate.

Participants will automatically earn Points by Visiting *Hersheypark* between May 25, 2023 and June 25, 2023 ("Program Period"). "Visiting" and "Visits" are defined as a Participant's initial valid entry scan of their Season Pass to enter the park on any day during the Program Period. Participants will only receive the applicable Points the first time they scan their Season Pass to enter *Hersheypark* on any day during the Program Period, regardless of how many times they enter or exit the park.

4. How to Earn Points.

The Prizes (defined in Section 5) that are available to Participants are based on the number of points that are earned ("Points") during the Program Period. Earning a Prize is contingent upon fulfilling all requirements set forth in these Terms and Conditions. By Visiting *Hersheypark* during the Program Period, Participants can earn Points as follows:

4.1 Park Entry Points: Participants will automatically earn **10,000 points** each day they Visit *Hersheypark* during the Program Period ("Entry Points").

4.2 Challenges: Participants can earn additional Points on top of the Entry Points by completing any or all of the Program challenges set forth below ("Challenge(s)"). The Points for a specific Challenge can only be earned one time during the Promotion Period.

- **Twice In 1 Week Challenge.** Visit *Hersheypark* two (2) times within seven (7) consecutive days and earn an extra **2,500 Points**.
- **Back-To-Back Challenge.** Visit *Hersheypark* two (2) days in a row and earn an extra **5,000 Points**.
- **Evening Entry Challenge.** Visit *Hersheypark* for the first time that day on or after 5:00 PM and earn an extra **10,000 Points**.
- **Week Challenge.** Visit *Hersheypark* at least once a week for three weeks in a row to earn an extra **20,000 Points**. The specific weeks during the Program Period include:
 - Week One: May 25 - 28
 - Week Two: May 29 - June 4
 - Week Three: June 5 - 11
 - Week Four: June 12 - 18
 - Week Five: June 19 - 25

- **5 Days, 5 Weeks Challenge.** Visit *Hersheypark* any 5+ weekdays (Monday - Thursday) during the Promotion Period and earn an extra **25,000 Points**.
- **The Ultimate Pass Holder Challenge.** If all five (5) Challenges set forth above are completed during the Promotion Period, Participants will automatically earn an extra **50,000 Points**.

4.3 Bonus Days: Participants can earn the additional bonus days Points set forth below by Visiting *Hersheypark* on days specifically designated by HE&R as Bonus Days during the Promotion Period (“Bonus Days”).

- **Rainy Day Bonus.** Visit *Hersheypark* during a designated “Rain Day” and earn an extra **10,000 points**. Participants will be notified via the Participant Email by 5:00 PM on the day before a designated Rain Day. Designated Rain Days will be solely determined by HE&R. For example, if, at 5:00 PM on May 30, 2023, HE&R designates May 31, 2023 as a Rain Day and it does not rain on May 31, 2023, all Participants who Visit on May 31, 2023, will receive the extra 10,000 Rain Day Bonus Points. However, if Participants Visit on a day and it rains, but the day was not designated as a Rain Day, Participants will not receive the extra 10,000 Rain Day Bonus Points.
- **June Bonus Days.** Visit *Hersheypark* any day between June 22-24, 2023 and earn an extra **10,000 Points** each day you Visit.

5. Prizes.

Participants will receive the prizes below based on the number of Points they earned during the Promotion Period (“Prizes”). Participants will receive emails via the Participant Email about their Prizes starting on July 5, 2023. EACH LEVEL’S PRIZE CAN ONLY BE EARNED ONE TIME DURING THE PROMOTION PERIOD. PRIZES EARNED BY PARTICIPANTS UNDER THE AGE OF 18 MUST BE REDEEMED BY A PARENT OR LEGAL GUARDIAN.

5.1 Level 1. Participants who have earned **10,000 Points** will receive a one-time 25% Off Coupon For *Hersheypark* Supply Co. that can be used with any purchase of \$50.00 or more. Level 1 Prize expires on July 31, 2023.

*Valid only at *Hersheypark* Supply Co. The 25% Off Coupon will be automatically added to applicable Season Passes. To redeem, present valid Season Pass in person at time of purchase. Coupon has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Not valid in combination with any other discounts, coupons, or promotions, including the Season Pass Holder discount. Not valid toward gift card purchases, tax, or as price adjustments on prior purchases. Valid only at time of purchase for one time use only until the expiration date of July 31, 2023. Coupon cannot not be reproduced or sold and is not available for use online. Coupon is valid during regular *Hersheypark* Supply Co. public operating hours. Other restrictions may apply.

5.2 Level 2. Participants who have earned **20,000 Points** will receive a complimentary Bring-A-Friend *Hersheypark* Ticket in addition to the Level 1 Prize already received. Level 2 Prize expires on July 31, 2023.

*Bring-A-Friend *Hersheypark* Ticket will be sent to applicable Participants via email. Ticket cannot not be traded, sold, or reproduced. Ticket has no cash value, is not redeemable for cash or credit, is not replaceable if lost or stolen, and is non-refundable. Ticket provides one person with free, one-time, one-day admission to *Hersheypark*, subject to the same rights and responsibilities as apply to any other *Hersheypark* guest. Valid for one time use only until the expiration date of July 31, 2023. Ticket is valid during regular *Hersheypark* public operating hours. Other restrictions may apply.

5.3 Level 3. Participants who have earned **30,000 Points** will receive a Free Snack Voucher that will allow them to receive either one Fountain Beverage, one Regular Ice Cream Cone, one Regular French Fry, or one Bottled Water from any dining location inside the Park, except at the locations listed below, in addition to the Level 1 and Level 2 Prizes already received. Level 3 Prize expires on July 31, 2023.

*Valid at any dining location inside *Hersheypark*, except *Milton's* Ice Cream Parlor, *The Chocolatier* Restaurant, Bar + Patio, Chick-fil-A, and Chickie's & Pete's. The Free Snack Voucher will be automatically added to applicable Season Passes. To redeem, present valid Season Pass in person at time of purchase. Voucher has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Not valid in combination with any other discount, coupon, or promotion, including the Season Pass Holder Discount. Valid only at time of purchase for one time use only until expiration date of July 31, 2023. Voucher cannot not be reproduced or sold. Voucher is valid during regular *Hersheypark* public operating hours. Other restrictions may apply.

5.4 Level 4. Participants who have earned **50,000 Points** will receive a one-time Single Use *Fast Track* Voucher that will allow them to enter one of the attractions listed below using the designated *Fast Track* lane in addition to the Level 1-3 Prizes already received. Participants must select a date to use the Voucher by July 31, 2023.

*Valid only for one ride on one of the following *Fast Track* attractions: *Candymonium*, *Comet*, *Fahrenheit*, *Great Bear*, *Hershey Triple Tower (Hershey's Kisses, Reese's & Hershey's)*, *Jolly Rancher Remix*, *Lightning Racer*, *Skyrush*, *sooperdooperLooper*, *Storm Runner*, *Trailblazer*, or *Wild Mouse*. Voucher has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Applicable Participants will receive an email with access to select a date to use the voucher during the remainder of the 2023 *Hersheypark* summer operating season. Date of use must be selected by July 31, 2023. Daily inventory may be limited. Upon date selection, applicable Participants will be sent the voucher via email. Date cannot be changed after selection is made. To redeem, upon entry to *Hersheypark*, visit any in-Park *HPGO* kiosk to scan the voucher and receive an *HPGO* wristband. *HPGO* kiosks are available throughout the Park. Voucher cannot be used more than one time on one of the participating attractions listed above.

5.5 Level 5. Participants who have earned **75,000 Points** will receive a Free Bucket of Fries Voucher that will allow them to get a bucket of fries at the dining locations listed below in addition to the Level 1-4 Prizes already received. Level 5 Prize expires on July 31, 2023.

*Valid for either one Bucket of Fries at *Milton's* Ice Cream Parlor, one Topped Bucket of Fresh Cut Fries at Tower Fries, or one Family Bucket of Crab Fries at Chickie's &

Pete's. Voucher will be automatically added to applicable Season Passes. To redeem, present valid Season Pass in person at time of purchase. Voucher has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Not valid in combination with any other discount, coupon, or promotion, including the Season Pass Holder discount. Valid only at time of purchase for one time use only until expiration date of July 31, 2023. Voucher may not be reproduced or sold. Voucher is valid during regular Hersheypark public operating hours. Other restrictions may apply.

5.6 Level 6. Participants who have earned **125,000 Points** will receive an All Day, Unlimited *Fast Track* Voucher that will allow them to enter the attractions listed below using the designated *Fast Track* lane in addition to the Level 1-5 Prizes already received. Participants must select a date to use the Voucher by July 31, 2023.

*All Day, Unlimited *Fast Track* Voucher valid for all-day use on the following *Fast Track* attractions: *Candymonium, Comet, Fahrenheit, Great Bear, Hershey Triple Tower (Hershey's Kisses, Reese's & Hershey's), Jolly Rancher Remix, Lightning Racer, Skyrush, sooperdooperLooper, Storm Runner, Trailblazer, Wild Mouse, Laff Trakk, Reese's Cupfusion, Wildcat's Revenge* and *Mix'd Flavored By Jolly Rancher*. Voucher has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Applicable Participants will receive an email with access to select a date to use the voucher during the remainder of the 2023 *Hersheypark* summer operating season. Date of use must be selected by July 31, 2023. Daily inventory may be limited. Upon date selection, applicable Participants will be sent the voucher via email. Voucher may not be reproduced or sold. Date cannot be changed after selection is made. To redeem, upon entry to *Hersheypark*, visit any in-Park *HPGO* kiosk to scan the voucher and receive an *HPGO* wristband. *HPGO* kiosks are available throughout the Park.

THERE ARE NO PARTICIPATION FEES ASSOCIATED WITH THE PROGRAM. ALL PRIZES ARE SUBJECT TO VERIFICATION, AVAILABILITY, CHANGE, OR CANCELLATION WITHOUT PRIOR NOTICE. ANY INTERPRETATION OF THE PRIZES SHALL BE MADE WITHIN HE&R'S SOLE DISCRETION. SOME PRIZES MAY BE LIMITED BY CERTAIN DATES, ATTRACTIONS, AND FOOD AND BEVERAGE LOCATIONS. PRIZES MAY NOT BE COMBINED WITH ANY OTHER DISCOUNTS OR BENEFITS, INCLUDING THE SEASON PASS HOLDER DISCOUNT. PRIZES EARNED ARE PROMOTIONAL, HAVE NO CASH VALUE, AND CANNOT BE EXCHANGED OR REDEEMED FOR CASH. PARTICIPANTS ARE RESPONSIBLE FOR ALL COSTS NOT SPECIFICALLY INCLUDED IN A PRIZE. NO PRIZE SUBSTITUTIONS, ASSIGNMENTS, EXCHANGES, OR CASH EQUIVALENTS WILL BE PERMITTED BY PARTICIPANTS, EXCEPT THAT HE&R RESERVES THE RIGHT TO SUBSTITUTE A PRIZE OF COMPARABLE OR GREATER VALUE, OR CHANGE THE DATES OF REDEMPTION OR EXPIRATION, IF DEEMED NECESSARY BY HE&R IN ITS SOLE DISCRETION. HE&R WILL NOT BE RESPONSIBLE FOR LIMITATIONS THAT PREVENT ACCEPTANCE OR USE OF THE PRIZES OR ANY PORTION THEREOF. PRIZE REDEMPTION EXPIRATION DATES ARE SET FORTH IN THIS SECTION 5. VISIT WWW.HERSHEYPARK.COM FOR DETAILS ON HOURS OF OPERATION.

6. Electronic Transactions and Communications.

HE&R is not responsible for electronic transactions and communications regarding the Program that are lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected or for problems of any kind whether mechanical or human. HE&R is not responsible for late, lost, damaged, misdirected, illegible, or incomplete electronic transactions and

communications, including missed or inaccurate scans of Season Passes. Furthermore, 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 identification of Participant information regardless of cause.

7. Number of Participants Receiving Prizes.

Every eligible Participant who successfully earns the Points as set forth in these Terms and Conditions will receive the applicable Prize(s).

8. Program Changes and Cancellation.

HE&R reserves the right to change, modify, discontinue, or cancel the Program or any part of the Program, at any time and in its sole discretion, without notice to Participants.

9. Publicity Release/Grant of Use.

By participating in the Program, Participants 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 Participant 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 participating in the Program, Participants 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 participating in the Program, Participants agree 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 Program or any Program-related activity; receipt, possession, use or misuse of the Prizes; 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 Program; and electronic or human error which may occur in the administration of the Program. 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.

HE&R is not responsible for any typographical or other error in the advertising for the Program, administration of the Program, or in the announcements or distribution of the Prizes. HE&R is not responsible if the Program or portions of the Program 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). Without notice to Participants, HE&R reserves the right to suspend communication to any Participant Email and/or suspend or terminate a Season Pass Holder account and/or participation in the Program if HE&R determines, in its sole discretion, that Participant has violated these Terms and Conditions or that Participant's earning of Points is unauthorized, deceptive, fraudulent, or otherwise unlawful. In the event that a Participant's participation in the Program is terminated, all accrued Points will be void.

12. Binding Arbitration.

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms and Conditions and participation in the Program (including the acceptance and redemption of any or all of the Prizes) (collectively, "Program Disputes"). For all Program Disputes, Participants and Participants' parents or legal guardians, if applicable, agree to first send a written description of their dispute to Hersheypark via the Contact Form at <https://www.hersheypark.com/contact/contact-form.php> to allow HE&R an opportunity to resolve the Program Dispute. Participants and HE&R each agree to negotiate the Program Dispute in good faith. If the Program Dispute cannot be resolved within sixty (60) days, the Program 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 Program, Participants 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 Participant's actual out-of-pocket expenses (e.g., costs associated with participating in this Program), and Participants 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 Program 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 Program 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.

15. Severability.

If any provision or part of a provision of these Terms and Conditions is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

16. Compliance with Laws.

Participants who redeem a Prize(s) 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.

17. Prize Recipient List/Terms & Conditions Request.

For the name of Prize recipients and/or to obtain a copy of these Terms & Conditions, please send a detailed request, noting the name HERSHEY PARK SEASON PASS HOLDER LOYALTY CHALLENGE, and requestor's contact information to <https://www.hersheypark.com/contact/contact-form.php> within thirty (30) days after the conclusion of the Program Period.

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