

**MELTSPA BY HERSHEY FIFTH BIRTHDAY
SOCIAL MEDIA 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 *MeltSpa* by Hershey Fifth Birthday Social Media Sweepstakes ("Sweepstakes"). If the Sweepstakes is promoted or administered on Facebook, 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 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 at least 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 9:00AM EDT on Monday, August 8, 2022 and ends at 9:00 AM EDT on Monday, September 12, 2022 ("Sweepstakes Period"). To Enter: Entrants who meet the eligibility requirements will be automatically entered into the Sweepstakes by either (1) posting a spa-related photo taken at HE&R's *MeltSpa* by Hershey day spa ("Photo") using the hashtag #MeltWorthyMemories in response to HE&R's post announcing the Sweepstakes ("Sweepstakes Announcement") on Facebook via HE&R's Official Social Media Channel ("Official Channel[s]"), or (2) posting the Photo on Entrant's own Facebook or Instagram account feed using the hashtag #MeltWorthyMemories and tagging HE&R's Facebook Official Channel, @MeltSpabyHershey, or HE&R's Instagram Official Channel, @ChocolateSpa.

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. The posted Photo shall be considered Entrant's official entry ("Official Entry"). 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. If other people appear in the Photo, Entrant represents and warrants that it has obtained consent from each recognizable person to post the Photo on social media. The Photo and/or Entrant's post must not include images or words 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 content of the Photo. Limit of (1) one entry per person. Additional entries beyond the specified limit will be considered void.

Facebook. To enter the Sweepstakes via Facebook, Entrant must have a valid, public (i.e. not "protected") Facebook account and upload a Photo during the Sweepstakes Period containing any appropriate descriptive text along with the hashtag #MeltWorthyMemories. The official HE&R Facebook account for *MeltSpa* by Hershey is located at the following address: <https://www.facebook.com/MeltSpabyHershey>. All entries shall comply with the Facebook Terms of Service and Facebook's Community Standards. HE&R shall be permitted to post Entrant's Official Entry on HE&R's Official Channels. If Entrant does not have a Facebook account, visit <https://Facebook.com> and register in accordance with the sign up instructions for a free Facebook account. HE&R's

Facebook Sweepstakes winners will be notified by Facebook private message. It is Entrant's obligation to ensure that Entrant's Facebook account is configured to receive private messages from HE&R. The time of receipt of any valid Facebook entry shall be the time such valid entry becomes available to HE&R on Facebook.com.

Instagram. To enter the Sweepstakes via Instagram, Entrant must have a valid public (i.e. not "protected") Instagram account and upload a Photo during the Sweepstakes Period containing any appropriate descriptive text along with the hashtag #MeltWorthyMemories. The official HE&R Instagram account for *MeltSpa* by Hershey is located at the following address: <https://www.instagram.com/chocolatespa/>. All entries shall comply with the Instagram Terms of Use and Instagram's Community Guidelines. HE&R shall be permitted to post Entrant's Official Entry on HE&R's Official Channels. If Entrant does not have an Instagram account, visit www.Instagram.com and sign up in accordance with the registration instructions for a free Instagram account. HE&R's Instagram Sweepstakes winners will be notified by Instagram private message. Instagram may require Entrant to respond to an authorization request if Entrant is not already following the official HE&R Instagram *MeltSpa* by Hershey account. It is Entrant's obligation to ensure that Entrant's Instagram account is configured to receive private messages from HE&R. Failure to follow any instructions provided by the Sweepstakes Announcement or submission of Entrant's entry within the applicable Sweepstakes Period may result in disqualification from the Sweepstakes. The time of receipt of any valid Instagram entry shall be the time such valid entry becomes available to HE&R on Instagram.com.

3. **ENTRIES.** Once submitted, the Official Entry, 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(s) of entry. Failure to follow any instructions provided by the Sweepstakes Announcement or submission of Entrant's Official Entry within the applicable Sweepstakes Period may result in disqualification from the Sweepstakes. HE&R reserves the right to remove any entry and/or disqualify any Entrant whose entry is offensive, inappropriate, obscene, slanderous, or otherwise in conflict with the applicable Social Media Platform terms and conditions. Any attempt by any Entrant to obtain more than a single entry by using multiple/different social media accounts, email accounts, identities, registrations or logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. 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 Entries will be deemed to have been submitted by the owner of the Social Media Platform account from which they were sent.
4. **PRIZES.** Three (3) prize winners ("Winners") will each receive the following prizes (each, a "Prize" and collectively, the "Prizes"). The first Prize Winner will receive an 80-minute Therapeutic Massage and Chocolate & Champagne Facial at *MeltSpa* by Hershey. The approximate retail value of the first Prize is \$345. The second Prize Winner will receive a Dark Chocolate Strawberry Immersion treatment at *MeltSpa* by Hershey. The approximate retail value of the second Prize is \$200. The third Prize Winner will receive a Dark Chocolate Strawberry Pedicure at *MeltSpa* by Hershey. The approximate retail value of the third Prize is \$85. All costs and expenses associated with the Prize acceptance, including, but not limited to, lodging, transportation costs, additional gratuities, meals, and additional taxes and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. 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. 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. In order for Winners to redeem their Prize, Winners must call *MeltSpa* by Hershey to book an appointment as instructed by HE&R. Prizes must be redeemed by December 31, 2022.
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, Sept 12, 2022, and the Winners will be notified via private message on the applicable HE&R Official Channel of the applicable Social Media Platform within a reasonable time after the selection of the Winners. Entrants are responsible for ensuring that their social media accounts are configured to receive private messages from the applicable Social Media Platform. 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, does not respond to the private message notifying them of the win within a reasonable amount of time, or cannot be located. 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 a 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 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; 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. 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.
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 Prizes. 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. **DISPUTES.** Except where prohibited by law, as a condition of participating in a 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 participant'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. **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 a 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.
12. **TAXES.** The Prize Winners are responsible for all applicable taxes and fees, including, but not limited to federal, state and local income taxes.

13. LIST OF WINNERS. 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 CaeMcGettigan@hersheypa.com within thirty (30) days after the conclusion of the Sweepstakes Period.

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

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