

HERSHEY'S/SHARE YOUR MERRY KISSMAS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED.

1. SWEEPSTAKES TIMING: The Sweepstakes begins at 12:00:00 PM Eastern Time ("ET") on December 1, 2016 and ends at 11:59:59 PM ET on December 25, 2016 ("Sweepstakes Period") and is divided into four entry periods (each an "Entry Period") as defined in the table below.

Entry Period	Start Date/Time	End Date/Time	Drawing Date
1	12/1/16, 12:00:00 PM ET	12/8/16, 12:00:00 PM ET	12/8/16
2	12/8/16, 12:01:00 PM ET	12/15/16, 12:00:00 PM ET	12/15/16
3	12/15/16, 12:01:00 PM ET	12/22/16, 12:00:00 PM ET	12/22/16
4	12/22/16, 12:01:00 PM ET	12/25/16 at 11:59:59 PM ET	12/26/16

2. HOW TO ENTER: NO PURCHASE NECESSARY TO PARTICIPATE IN SWEEPSTAKES. During the Sweepstakes Period, an eligible entrant may enter in any of the following manners:

- a. **INSTAGRAM:** To enter using Instagram, you must log on to your Instagram Account ("Website"), upload a photograph showing a festive holiday creation, such as home décor, a gift, party decorations, a craft or something similar (the "Photograph") along with the hashtag #KissmasSweepstakes (collectively, the "Entry"). If an entrant wishes to participate on Instagram, he/she must have an Instagram account. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires an entrant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, entries from Instagram users with "protected" accounts (i.e., Entrant has set his/her account so that only people that entrant has approved can view his or her updates) may not be received.
- b. **TWITTER:** To enter using Twitter, you must log on to your Twitter Account (also,

the “Website”), and Tweet with Twitter a photograph showing a festive holiday creation, such as home décor, a gift, party decorations, a craft or something similar (the “Photograph”) along with the hashtag #KissmasSweepstakes (collectively, also the “Entry”). Entrant must follow @Hersheys on Twitter during the Sweepstakes Period and for a period of 30 days thereafter for winner notification and prize announcement purposes. You can stop following @Hersheys on Twitter any time after winners have been announced. If an entrant wishes to participate on Twitter, he/she must have a Twitter account. Entrants may create a Twitter account at no cost by logging on to <http://twitter.com>. Use of Twitter will be subject to that service provider’s privacy policy and terms of use. The Twitter privacy policy and terms of use are available at: <https://twitter.com/privacy/> and <https://twitter.com/tos/>. Due to the way Twitter operates its services, all relevant Tweets must be public in order for entry to be eligible.

Entries will not be judged. An entrant cannot submit the same Photograph more than once during the Sweepstakes Period for an Entry into this Sweepstakes. Limit one (1) Entry per user per Website/per day. Entries will carry forward to subsequent Entry Periods. PrizeLogic’s (“Administrator’s”) computer is the official time keeping device for this Sweepstakes. Proof of submitting an Entry as indicated above does not constitute proof of delivery of Entry. Any attempt to submit more than the maximum number of Entries using multiple/different e-mail addresses, social media accounts, identities or any other methods may void that entrant’s Entry. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All Entry information becomes the property of The Hershey Company (“Sponsor”).

Data rates may apply if entering with a mobile phone or other Web-enabled device. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges. If the Entry does not comply with these Official Rules, the Administrator will have the right to reject the Entry.

By submitting an Entry, you agree that the Entry conforms to these Official Rules and the Entry Guidelines as defined in Section 3 and that Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Sweepstakes if it believes that your Entry fails to conform to the Entry Guidelines of this Sweepstakes.

3. ENTRY GUIDELINES: By entering, you acknowledge that your Entry may be posted across any or all of Sponsor’s digital and social media assets, in Sponsor’s sole discretion, and that Sponsor has no obligation to use or post any Entry you submit. By entering, you agree that Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry in any way and for any purpose whatsoever, at any time, now or in perpetuity, in any media now known (including, but not limited to any of Sponsor’s Web sites or digital or social media assets) or hereafter devised throughout the world in any manner whatsoever and for any purpose. Entries that are not in accordance with the

guidelines as stated herein or are not received during the Sweepstakes Period will be ineligible.

Based on Sponsor's sole judgment and discretion, Entries cannot (a) be sexually explicit or suggestive; threatening; profane; violent; derogatory of any ethnic, racial, gender, religious, professional or age group or sexual orientation; pornographic, contain nudity or any materially dangerous activity; (b) promote alcohol, illegal/prescription drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political or religious agenda or message; (c) be obscene, offensive, or endorse any form of hate or hate group; (d) infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than the Sponsor's), or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) infringe copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in Websites, television, movies or other media) without permission; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (g) contain advertising or commercial messages of any kind owned by anyone other than Sponsor; (h) criticize Sponsor or Promotion Parties or their respective officials or any other entrant; and (i) depict, and cannot itself be in, violation of any law. If any Entry includes children under the age of 12, a parent or adult must also appear in the Photograph.

By submitting an Entry you warrant and represent that: (a) it is your original work, (b) it has not been previously published, (c) it has not received previous awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) you have obtained permission from each and every person whose name or likeness is used in the Entry, if any, and (f) publication of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will defend, indemnify and hold harmless, Sponsor and Promotion Parties from any claims to the contrary. Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to naming of entrant as the winner. Photographs must comply with Twitter's or Instagram's posting requirements depending upon the platform on which the Photograph is posted. Any Entry that, in the sole opinion of the Sponsor, is deemed to be inappropriate for publication is ineligible.

4. PRIZES:

Entry Period 1 Prizes (4): There will be four (4) prizes in Entry Period 1. The prize includes: one (1) holiday-themed throw blanket; two (2) holiday-themed coffee mugs; one (1) package of Hershey's Cocoa; and four (4) bags of *Hershey's Kisses Kissmas* Collection (1 of each foil). Approximate Retail Value ("ARV") of each prize is \$62.95.

Entry Period 2 Prizes (4): There will be four (4) prizes in Entry Period 2. The prize includes: one (1) holiday-themed throw blanket; two (2) holiday-themed coffee mugs; one (1) package of Hershey's Cocoa; and four (4) bags of *Hershey's Kisses Kissmas* Collection (1 of each foil). Approximate Retail Value ("ARV") of each prize is \$62.95.

Entry Period 3 Prizes (4): There will be four (4) prizes in Entry Period 3. The prize includes: one (1) holiday-themed throw blanket; two (2) holiday-themed coffee mugs; one (1) package of Hershey's Cocoa; and four (4) bags of *Hershey's Kisses Kissmas* Collection (1 of each foil). Approximate Retail Value ("ARV") of each prize is \$74.70.

Entry Period 4 Prizes (4): There will be four (4) prizes in Entry Period 4. The prize includes: one (1) holiday-themed throw blanket; two (2) holiday-themed coffee mugs; one (1) package of Hershey's Cocoa; and four (4) bags of *Hershey's Kisses Kissmas* Collection (1 of each foil). Approximate Retail Value ("ARV") of each prize is \$74.70.

Winner must accept his/her prize as stated or prize may be forfeited in its entirety. Total ARV of all prizes offered is \$1,101.20. Limit one (1) prize per person/user/e-mail address. Odds of winning depend upon the number of eligible Entries received at the time of drawing. If a prize offered becomes unavailable for any reason, Sponsor reserves the right to provide an alternate prize of equal or greater value.

5. DRAWINGS: Winner(s) will be selected in a random drawing from among all eligible Entries received for the corresponding Entry Period on or about the Drawing Date listed in the table in Section 1. All drawings will be conducted by the Administrator whose decisions are final and binding.

6. ELIGIBILITY: Sweepstakes is open only to legal residents of the United States residing in the 50 United States and the District of Columbia who are 18 years of age or older as of the date of entry. Employees, officers and directors of Sponsor, Administrator, their parent, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies, (and their respective IRS dependents, immediate family members [parents, children, siblings and spouse]) and individuals residing in their same household (whether or not related) (collectively, "Sponsor and Promotion Parties") are not eligible to participate or win.

7. GENERAL TERMS: No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash portions of a prize may not be redeemed for cash value (unless at the sole discretion of Sponsor). Void wherever prohibited or restricted by law. Prize winners will be solely responsible for all applicable federal, state and local taxes on prize unless otherwise required by law. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winners. Any portion of a prize not accepted by winners will be forfeited. Each winner's first name, last initial, hometown and state may be disclosed on a Winner's List which will be distributed upon request and as required by law. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the judges. The

Entry information provided is subject to Sponsor's privacy policy, located at www.thehersheycompany.com.

8. WINNER NOTIFICATION: Potential winners will be notified within approximately seven (7) days of the applicable Drawing Date as follows:

- (a) **INSTAGRAM:** If a potential winner participated via Instagram, he/she will be notified by Direct Message to their Instagram account provided at the time of entry. Potential winner will be required to follow instructions in the Direct Message and provide the Administrator with his/her e-mail address, first name, last name (no initials), complete street address (no PO Box), city, state, Zip Code, and birth date.
- (b) **TWITTER:** If a potential winner participated via Twitter, he/she will be contacted by Direct Message to their Twitter account provided at the time of entry. Potential winner will be required to follow instructions in the Direct Message and provide the Administrator with his/her e-mail address, first name, last name (no initials), complete street address (no PO Box), city, state, Zip Code, and birth date.

Sponsor is not responsible for any change in entrant's social media account. If a potential winner does not respond to the notification within the time period specified, or if notification is returned as undeliverable without a forwarding address, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will result in forfeiture and an alternate winner may be selected. If a prize is returned as undeliverable, prize will be forfeited and Sponsor shall have no further liability to award that prize. If winner of any prize is a minor, prize will be awarded to the winner's parent or legal guardian. Allow 6-8 weeks for shipment of prize following completion of verification process. Prizes will only be delivered to an address within the United States.

9. CONDITIONS: All entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor, Promotion Parties, Twitter, and Instagram from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses of any kind to persons including death or property which may be sustained directly or indirectly with the receipt, ownership, use or misuse of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or for any typographical or other error in these Official Rules or the announcement or offering of any prize. The winners shall bear all risk of loss or damage to their prize after it has been delivered. Except for residents of Tennessee and where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known his/her name, address, biographical information, voice, statement, picture and/or other likeness, and Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) without additional

review, notification or compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winners hereby waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of Sponsor, winners shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

11. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility for (a) lost, illegible, late, misdirected, or incomplete Entries, Tweets, Comments or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information (b) any incorrect or inaccurate information, whether caused by Web site users, or by any equipment or programming associated with or utilized in this Sweepstakes; any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Web site; and (c) any other unforeseeable events. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Sweepstakes or Web site, to be acting in violation of the terms of the Web site or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor is not responsible for injury or damage to entrants' or any other person's computer related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of Web site. If, for any reason, Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this

Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly determine winners from all eligible, non-suspect Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute, "authorized subscriber" of the e-mail account associated with the social media account used to enter at actual time of entry will be deemed to be the entrant's, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses. It is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address during the Sweepstakes Period.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Pennsylvania law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL**

CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

13. GOVERNING LAW & JURISDICTION: These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 12 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the Commonwealth of Pennsylvania, in the County of Dauphin.

14. WINNERS' NAMES: For the first name, last initial, hometown and state of the winners, mail in a self-addressed, first class-stamped envelope to: Share Your Merry Kissmas, PO Box 251328, West Bloomfield, MI 48325, by February 23, 2017.

15. SPONSOR: The Hershey Company, 100 Crystal A Drive, Hershey, PA, 17033. www.hersheys.com.

16. ADMINISTRATOR: PrizeLogic, LLC, 25200 Telegraph Road, Suite 405, Southfield, Michigan 48033.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. You understand that you are providing your information to Sponsor and not to Twitter or Instagram. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Twitter or Instagram.