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**HERSHEY'S GOLD RUSH PROMOTION**

**("Promotion")**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION BEGINS AT 12:00:01 AM EASTERN TIME ("ET") ON DECEMBER 14, 2018 AND ENDS AT 11:59:59 PM ET ON JULY 31, 2019, OR WHEN THE SUPPLY OF SPECIALLY-MARKED *HERSHEY'S GOLD* CANDY BARS WITH PROMOTION CODES HAS BEEN EXHAUSTED, WHICHEVER OCCURS FIRST ("PROMOTION PERIOD"). PROMOTION ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.**

**1. HOW TO PARTICIPATE: NO PURCHASE NECESSARY TO PARTICIPATE IN PROMOTION.** There are two ways to enter the Promotion:

**(A) To enter with purchase:** you must visit a participating retailer during the Promotion Period and purchase a specially-marked *HERSHEY'S GOLD* candy bar (standard 1.4 oz., king 2.5 oz., or giant 6.5 oz. sizes). The giant 6.5 oz. *HERSHEY'S GOLD* candy bars are only available at participating Walmart stores. Not all specially-marked *HERSHEY'S GOLD* candy bar products and package sizes may be available in all areas. After making the purchase, you then must look for the Promotion code ("Code") inside the specially-marked *HERSHEY'S GOLD* candy bar wrapper ("Wrapper") to see if you are a winner.

**(B) To participate without a purchase:** during the Promotion Period, you must hand-print your name, complete address, and age on a self-addressed stamped envelope with sufficient postage and mail in a first-class stamped envelope postmarked no later than July 31, 2019 to be received by no later than August 10, 2019 to: Hershey Gold Rush Code Request, P.O. Box 251328, West Bloomfield, MI 48325 ("Mail-In Entry"). Limit one (1) Mail-In Entry request per

stamped outer envelope. No responsibility is assumed by The Hershey Company (“Sponsor”) for lost, late, illegible, incomplete, stolen, postage due or misdirected mail.

## **2. HOW TO WIN:**

(A) Purchase Method: To see if you are a winner, gently open the specially-marked HERSHEY’S GOLD candy bar Wrapper. If your candy bar Wrapper reads “You have won this bar’s weight in gold!” you win the stated prize (subject to properly redeeming the prize as set forth below, verification and compliance with these Official Rules) (“Winning Message”). If your candy bar wrapper reads “You didn’t win gold this time. Please try again,” you have not won a prize.

(B) Mail-In Entry Method: On or around August 12, 2019, Administrator (defined below) will select a potential winner or potential winners in a random drawing (“Random Drawing”) from all eligible Mail-In Entries received based on the approximate odds (outlined below) to receive a Grand Prize (defined below). Based on results of the Random Drawing, Administrator will mail a “winner” message to the potential winner(s) with a “winner” code to verify the winner claim and a phone number for the potential winner to call the Administrator to redeem the prize. Administrator also will mail a “non-winner” message to each non-winning Mail-In Entry that complies with the requirements of the Official Rules.

**3. PRIZE REDEMPTION:** If you receive a Winning Message in your Wrapper, you must complete the following steps to redeem a prize: (a) retain the original winning candy bar Wrapper; (b) visit the prize redemption website (“Website”) identified inside the Wrapper; and (c) follow the links and instructions to register for the Promotion and to redeem the prize by providing, among other information, your date of birth, the Code from the candy bar Wrapper, agreement to these Official Rules, and uploading an image of the candy bar Wrapper to the Website (collectively, “Prize Redemption”). The image of the candy bar Wrapper: must be an original

photograph, on which no image editing software has been used; must clearly show the Code on the Wrapper; cannot include anything other than an image of the Code on the candy bar Wrapper; must be saved as a jpeg, gif or .png file; and cannot exceed 5MB. In order to claim and redeem a prize, Prize Redemption must be completed by 11:59:59 PM ET on August 31, 2019 or the prize claim will be waived.

No facsimiles, copies or reproductions will be accepted. All prize claims subject to verification by an independent judging organization. Prizes cannot be transferred, assigned or substituted (unless otherwise stated), but Sponsor reserves right to substitute a prize with a prize of equal or greater value should the prize become unavailable. Sponsor is not responsible for mail, requests or prize claims or Wrappers that are late, lost, stolen, damaged, mutilated, separated, incomplete, illegible, postage due, or misdirected. Only one (1) person per winning Code may claim prize. UNCLAIMED PRIZES WILL NOT BE AWARDED.

- 4. PRIZES:** Seven (7) Grand Prizes. Each “Grand Prize” consists of a 6.5 ounce 24K Gold Bar (or cash equivalent). Approximate retail value (“ARV”): \$7,181. Approximate odds of winning a Grand Prize: 1:130,000. Twenty (20) First Prizes. Each “First Prize” consists of a 2.5 ounce 24K Gold Bar (or cash equivalent). ARV: \$2,762. Approximate odds of winning a First Prize: 1:130,000. Thirty-three (33) Second Prizes. Each “Second Prize” is a 1.4 ounce 24K Gold Bar (or cash equivalent). ARV \$1,547. Approximate odds of winning a Second Prize: 1:130,000. Total ARV of all prizes offered is \$156,558. The ARV of the prizes is based on the value of spot gold as of 8:32 AM ET on August 10, 2018 (<http://coinapps.com/gold/gram/calculator/>) and is subject to gold value fluctuation at date of award. Cash equivalent value is based on stated ARV for applicable prize. The value of any prize awarded to a winner must be reported for tax purposes where required by law. Limit one (1) prize per name/address/household. Winner acknowledges that Sponsor and Promotion Parties (defined below) have not made nor are in any manner responsible or liable for any warranty, representation or guaranteed, express or implied, in fact or in law, relative to any prize. The difference

between any stated value and actual value will not be awarded to winner. During Prize Redemption, a potential winner may elect to receive the cash equivalent value of the prize instead of the actual Gold Bar. If so elected by the winner, the cash equivalent value will be equal to the ARV of the prize as stated in these Official Rules and the winner will receive the cash equivalent value in the form of a check issued in the winner's name. If a prize offered becomes unavailable for any reason, Sponsor reserves the right to provide an alternate prize of equal or greater value. If, for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded for any prize according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims.

- 5. ELIGIBILITY:** Promotion open only to legal residents of the United States residing in the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of participation. Employees, officers and directors of Sponsor, Prize Logic, LLC ("Administrator"), and all of their respective parents, 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.
- 6. GENERAL TERMS:** No substitution of a prize is offered, no transfer of a prize to a third party is permitted, and non-cash portions of the prize may be redeemed for cash value only as expressly provided in these Official Rules (or at the sole discretion of Sponsor). Mail received without a verifiable and legible return address may not be accepted at Sponsor's sole discretion. Void wherever prohibited by law. Prize winners will be solely responsible for all applicable federal, state and local taxes on prize unless otherwise required by law. If applicable, winners will receive

an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winners. Any portion of a prize not accepted by a winner will be forfeited.

Winner's first name, last initial, hometown and state will be disclosed on 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 Sponsor and its authorized judges (the "Judges") whose decisions in all aspects of this promotion shall be final. You are not a winner until you have completed Prize Redemption and your potentially winning Code has been timely received and verified by the Judges in accordance with these Official Rules, and you have fully complied with these Official Rules. Information provided as part of Prize Redemption is subject to the Sponsor's Privacy Policy. To read Sponsor's Policy, please visit [https://www.hersheys.com/en\\_us/privacy-policy.html](https://www.hersheys.com/en_us/privacy-policy.html).

7. **WINNER NOTIFICATION:** Potential winners will be contacted via e-mail using the e-mail address provided at the time of Prize Redemption or, for potential winners through Mail-In Entry, via first class mail using the address provided in the Mail-In Entry. If winner notification is returned as undeliverable without a forwarding e-mail or home address or if winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will result in forfeiture. Prize winners will be required to sign and return an Affidavit of Eligibility/Liability with (where lawful) a Publicity Release within ten (10) days of attempted winner notification as indicated by the date on the Affidavit. Failure to return any required documents within five (5) days may result in prize forfeiture. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline, the prize may be forfeited. If the prize awarded to a Mail-In Entry potential winner is forfeited, the prize may be awarded to an alternate winner selected in a Random Drawing from among all remaining eligible Mail-In Entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is

unable to award or deliver a prize, the prize may not be re-awarded. If applicable, allow 6-8 weeks for delivery of check prize (for cash equivalent value if so requested by winner) and allow 10-12 weeks for delivery of gold bar prize following completion of the Prize Redemption process or completion of the prize redemption process for potential winners entering via Mail-In Entries. Prize will only be delivered to addresses within the United States.

- 8. WINNER PUBLICITY OBLIGATIONS:** As a condition of winning a prize in this Promotion, each winner hereby agrees that Sponsor may contact the winner, in Sponsor's sole discretion, within six months after winner verification and prize award and, if contacted by Sponsor, winner shall make him or herself available for a 30-minute interview ("Post Promotion Interview") with the Sponsor to discuss topics related to the Promotion and winner's use and enjoyment of the prize. Sponsor shall have the right, and each winner agrees to confirm this right in writing if requested, to print, publish, broadcast and use the content from the Post Promotion Interview worldwide in any media now known or hereinafter known without additional review, notification or compensation for public relations, advertising and promotional purposes as may be determined by Sponsor in its sole discretion. 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 the winner's name, address, voice, statement, picture or other likeness, without additional review, notification or compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.
- 9. CONDITIONS:** All entrants, as a condition of participation in the Promotion, agree to release Sponsor and Promotion Parties 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 any typographical or other error in these Official Rules or the announcement of offering

of any prize. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize.

**10. VERIFICATION:** All potentially winning Codes are subject to verification at the sole discretion of the Judges. Only specially marked “HERSHEY’S GOLD Rush” Wrappers with Promotion Codes distributed by participating retailers during the Promotion Period of the Promotion will be accepted and may not be combined with those from any other game or promotion. Anti-fraud detection devices may be used to verify winners. Codes will be void if they fail to pass anti-fraud detection measures, or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, torn, stolen, unissued, unauthorized, traded, bartered, sold, illegitimately obtained or illegible in any way, or if disassembled, or if they fail to contain authorized special markings and/or security codes, or if defective or if they contain printing or other mechanical errors or are printed or produced in error. No prizes will be awarded to the holder of a void Code and Sponsor’s sole liability in respect thereof will be to replace the void Code with another randomly selected Wrapper if Sponsor deems appropriate. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these rules for any reason whatsoever, Sponsor may at its sole discretion cancel, suspend or modify the Promotion in whole or in part.

Promotion materials, including Codes, are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Promotion materials, including Codes, contain or are result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for regular official Codes is limited to replacement with free randomly selected official Code, while supplies last. All submitted Promotion materials become property of Sponsor, and will not be returned. No more than stated number of prizes will be awarded. In the event that production, seeding, printing or mechanical or other

errors or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed in any prize category, Sponsor reserves right to award only the stated number of prizes.

- 11. PROMOTION END:** Promotion is scheduled to end on the earlier of July 31, 2019 or when the supply of specially marked HERSHEY'S GOLD candy bar Wrappers with Promotion Codes has been exhausted, whichever occurs first.
- 12. DISPUTE RESOLUTION:** Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
- 13. WINNERS' LIST:** For the first name, last initial, hometown and state of the winners, mail in a self-addressed, first class-stamped envelope to: Prize Logic, LLC, c/o Hershey Gold Rush Game Request, P.O. Box 251328, West Bloomfield, MI 48325 by October 1, 2019.
- 14. ADMINISTRATOR:** Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033
- 15. SPONSOR:** The Hershey Company, 100 Crystal A Drive, Hershey, PA 17033.