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**HERSHEY'S 2019 REESE'S MARCH MADNESS INSTANT WIN GAME ("GAME")
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. GAME BEGINS FEBRUARY 4, 2019 AT 12:00:01 PM EASTERN TIME ("ET") AND ENDS APRIL 8, 2019 AT 11:59:59 PM ET ("GAME PERIOD"). GAME ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

1. HOW TO PLAY: NO PURCHASE NECESSARY TO PARTICIPATE IN GAME.

There are two (2) ways to participate and receive a game play ("Game Play"):

A. Purchase Method of Entry: During the Promotion Period, while supplies last, a participant may purchase any REESE'S candy product ("Qualifying Purchase"). Upon completion of a Qualifying Purchase, an entrant must, using an SMS-enabled mobile device, take a picture of the Qualifying Purchase receipt. Then, entrant must send a text message to the short code 604333 ("Short Code") stating the keyword REESES ("Keyword"). Once the text message is received, the entrant will be sent a reply text message asking the entrant to submit his/her email address and agreement to these Official Rules. Entrant will then be asked to text an image of the Qualifying Purchase receipt. Receipt must be in the following format: .JPG and not exceed 8MB. Upon receipt of the required information and the Qualifying Purchase receipt, entrant will receive his/her Game Play and will receive a reply text message indicating whether the entrant is a potential winner. If entrant is a potential winner, he/she will receive another text message after the Qualifying Purchase receipt has been verified and approved with a claim PIN and redemption URL to claim his/her prize (as described in Section 5 below). If entrant is not a potential

winner, he/she will receive a “lose” response via text message. All Game Plays must be received by Sponsor or its authorized designee by 11:59:59 PM ET on April 8, 2019. Proof of text message submission does not constitute proof of delivery of receipt or the text message.

IMPORTANT: Message and data rates may apply for each text message sent or received. Not all mobile telephone providers carry the service necessary to participate in this Game. Entrants should consult their wireless provider’s pricing plans. By texting the Keyword to the Short Code, you provide to the Sponsor and Administrator your express written consent for you to receive text messages using automated technology in response to your entry related to the Game. Consent to receive text messages is not required or a condition of any purchase. An entrant may, at any time, choose to stop participating in this Game by sending an opt-out text message stating “STOP REESES” to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELP REESES” to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

NOTE: An entrant who makes a Qualifying Purchase may submit the Qualifying Purchase receipt and participate without sending a text message by visiting the Website and following the instructions as listed below.

B. Free Method of Entry: Eligible entrants may participate and receive a Game Play, without making a purchase, by requesting a free code (“Code”) using one of the following methods:

- a. Mail-in Code Request:** Between January 28, 2019 and March 23, 2019, an eligible entrant may request a Code via postal mail by hand-writing his/her complete name (no initials), valid email address, street address

(no P.O. Boxes), city, state, ZIP Code, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Request") and mailing it with sufficient postage to: The Reese's March Madness Instant Win Game Code Request, P.O. Box 251328, West Bloomfield, MI USA 48325. All Mail-In Requests must be postmarked no later than March 23, 2019, and received on or before March 29, 2019, in order to be eligible. Administrator will then send one (1) Code via email to the email address printed on the Mail-in Request.

Limit: one (1) Code per Mail-In Request, per day, during the Game Period. Mail-in Requests must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Requests mailed in an envelope or sent in excess of the stated entry limits will not be accepted. Mail-In Requests received without a verifiable and legible return address and email address will be deemed incomplete and not a valid request.

b. Online Code Request: Between 12:00:01 PM ET on March 23, 2019 and 11:59:59 PM ET April 8, 2019 an entrant may use this code: L3VVLV6LWF9V.

After obtaining a Code through either method above, and during the Game Period, an eligible entrant must visit <https://ReesesGoForThree.com/Redeem> ("Website") and enter his/her date of birth and then a valid email address. If it is the entrant's first time at the Website, the entrant must provide the required registration information including, but not limited to, his/her first and complete last name (no initials), phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon submission of a valid date of birth, email address and the complete registration information, the entrant must then submit the Code.

An eligible entrant who makes a Qualifying Purchase and wishes to submit the Qualifying Purchase receipt and participate in the Game without sending a text message, must visit the Website and enter his/her date of birth and then a valid email address. If it is the entrant's first time at the Website, the entrant must provide the required registration information including, but not limited to, his/her first and complete last name (no initials), phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon submission of a valid date of birth, email address and the complete registration information, the entrant must then upload a copy of the Qualifying Purchase receipt.

After registering or logging-in and submitting a Code (or uploading a copy of a Qualifying Purchase receipt if applicable), the entrant will receive notification on the Website screen as to whether he/she is a potential "Instant Winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. All Game Plays must be received by 11:59:59 PM ET on April 8, 2019.

Limit: Regardless of the method of participation, there is a limit of one (1) Game Play per person/email per day during the Game Period. A "day" is defined as starting at 12:00:01 AM ET and ending at 11:59:59 PM ET, except on February 4, 2019 when a day will begin at 12:00:01 PM ET. Any attempt by any person to obtain more than the stated number of Game Plays by using multiple/different email accounts, or any other

methods will void all of that person's plays. Sponsor's computer is the official time keeping device for this Game. Game Plays 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 Sponsor. Non-winning entrants will not be contacted.

In the event of a dispute as to the identity of an entrant, the Game Play will be declared made by the primary account holder of the account associated with the mobile device used to enter, based on the applicable carrier's records, or in the event of an online entry, the email address used. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier, or the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the primary account holder and/or email address holder.

In the event that a household plays the Game using more than five (5) unique email addresses, all of the entries/plays associated with that household (determined by Sponsors or Administrator in their sole discretion) may be disqualified.

- 2. PRIZES:** There will be four thousand five hundred seventy-two (4,572) prizes available in this Game. Each prize is a box of forty (40) Reese's three (3) packs. Approximate retail value ("ARV") of each prize is \$60. Total ARV of all prizes offered is \$274,320. ALL UNCLAIMED OR FORFEITED PRIZES WILL NOT BE AWARDED. Odds of winning depend on the random time at which a prize is available and on the time a particular entrant submits a Play. Prizes will be made available at random times throughout the Game Period, with three (3) prizes randomly seeded during each sixty (60) minute interval of the Game Period. The first person to complete a Game Play at or after the randomly predetermined winning time as determined by the Administrator will be a potential winner of a prize. The number of prizes available to be won will

decrease during the Game Period as prizes are awarded and claimed. If the prize offered becomes unavailable for any reason, Sponsor reserves the right to provide an alternate prize of equal or greater value. Limit of three (3) prizes per person during the Game Period.

All prizes will be awarded provided there is a sufficient number of eligible winners, and the prizes are claimed properly in accordance with these Official Rules. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

In no event will more than four thousand five hundred seventy-two (4,572) prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

If, for any reason, the Game is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Game and/or proceed with the Game, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

- 3. ELIGIBILITY:** Game open only to legal residents of the United States residing in the 50 UNITED STATES or DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. Employees, officers and directors of Sponsor, PrizeLogic, 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.

4. GENERAL TERMS: No substitution of prize is offered, no transfer of prize to a third party is permitted, (unless at the sole discretion of Sponsor). 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. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner(s). Any portion of a prize not accepted by winner(s) will be forfeited. Each 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 the Sponsor and Administrator. The entry information provided is subject to the Privacy Policy on the above stated Website. To read that policy, access the Website and then access the Privacy Policy or visit https://www.hersheys.com/en_us/privacy-policy.html.

5. WINNER NOTIFICATION: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by text message or email with instructions on how to claim his/her prize. If potential winner participated through the purchase/text message method of entry, he/she will be required to visit the redemption URL and enter his/her date of birth and then will be prompted to enter his/her claim PIN and submit the required information including but not limited to, his/her first and complete last name (no initials), email address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. If winner notification is returned as undeliverable or if 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. All potential winners must visit the redemption portal and claim his/her prize within forty-eight (48) hours of receiving a win Notification. Upon verification of eligibility, each prize will be mailed to the winner at the physical address provided during winner verification (or at the time of entry if the potential winner entered via the Website). Allow 6-8 weeks for delivery of prize

following verification. Prizes will only be delivered to addresses within the United States.

6. CONDITIONS: All entrants, as a condition of entry into the Game, 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 for 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 their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. 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. No more than stated number of prizes will be awarded. In the event that production, seeding, printing 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.

7. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility for: (a) lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered mail, entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, 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; and (b) any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Game; 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 Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Game or Website, to be acting in violation of the terms of the Website 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 Game or downloading or copying materials from or use of Website. If, for any reason, Game, 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 Game, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Game, and determine winner from Internet entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. It is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her email address during the Game 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 GAME 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.

8. 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.

9. WINNER'S NAME: For the first initial, last name, hometown and state of the prize winners, mail in a self-addressed, first class-stamped envelope to: Reese's March Madness Instant Win Game, PO Box 251328, West Bloomfield, MI 48325. All requests must be received by June 8, 2019.

10. SPONSOR: The Hershey Company, 100 Crystal A Drive, Hershey, PA 17033.

11. ADMINISTRATOR: PrizeLogic, LLC, 25200 Telegraph Rd., Suite 405, Southfield, MI 48033.