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**HERSHEY'S / KIT KAT AND COFFEE 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 HERSHEY'S / KIT KAT AND COFFEE SWEEPSTAKES ("SWEEPSTAKES") IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

- 1. SWEEPSTAKES TIMING:** The Sweepstakes begins at 12:00:01 PM Eastern Time ("ET") on August 2, 2019 and ends at 11:59:59 PM ET on December 31, 2019 ("Sweepstakes Period").

- 2. HOW TO ENTER: NO PURCHASE NECESSARY TO PARTICIPATE IN SWEEPSTAKES.** Visit <https://breakforkitkat.com> (the "Website") during the Sweepstakes Period, provide your date of birth and email address and then follow the online instructions to complete and submit the registration information as instructed to register for the Sweepstakes and to receive an entry (an "Entry") into the Sweepstakes. Entries must be received prior to the end date of the Sweepstakes Period to be eligible to win a prize.

Note: An eligible entrant may receive a link to the Website using an SMS-enabled mobile device by sending a text message with the keyword "KITKAT" ("Keyword") to the short code "604333" ("Short Code"). Once the text message is received, the entrant will automatically receive one reply text message with a link to the Website. The entrant may then visit the Website using the browser on his/her mobile device and follow the links and instructions to enter. Each text message must be manually key-stroked/entered by the entrant. An entrant is not required to send a text message to participate in the Sweepstakes and, instead, may access the Website directly to enter. Note that an entrant cannot receive an Entry into the Sweepstakes solely by

texting the Keyword to the Short Code. An entrant must access the Website and complete the registration process to receive an Entry.

IMPORTANT FOR ENTRANTS USING A MOBILE DEVICE TO PARTICIPATE IN THE SWEEPSTAKES: Message and data rates may apply. Not all mobile telephone providers carry the service necessary to obtain a Website link. Entrants should consult their wireless providers' pricing plans. An entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating KITKAT STOP 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 KITKAT HELP to the Short Code.

Limit one Entry per name/e-mail address per day during the Sweepstakes Period. If more than one Entry per day is received from the same person, telephone number and/or e-mail address, the Entries may, at Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize. The Administrator's computer is the official time keeping device for this Sweepstakes. Proof of e-mailing does not constitute proof of delivery or Entry. Any attempt to submit more than the maximum number of Entries using multiple/different email addresses, 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 Sponsor.

- 3. PRIZES:** There will be sixty-three (63) prizes (each a "prize" and collectively, the "prizes") awarded in this Sweepstakes, three (3) winners per Week (defined in section 4 below). Each prize is a year of KIT KAT Regular Size Bars awarded as 11 boxes of

36ct KIT KAT Regular Size Bars (396 total bars). Approximate retail value (“ARV”) of each prize is \$432 and the total ARV of all prizes offered is \$27,216. Limit one prize per name, address and/or household. Odds of winning a prize depend upon the number of Entries received during the Sweepstakes Period. If the prize offered becomes unavailable for any reason, Sponsor reserves the right to provide an alternate prize of equal or greater value. In no event will more than 63 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.

- 4. DRAWING:** There will be a total of sixty-three (63) winners (each a “Winner” and collectively, the “Winners”) in this Sweepstakes. There are a total of twenty-one (21) weekly drawings (“each a Weekly Drawing”) with three (3) winners randomly selected per week. For purposes of this Sweepstakes, a week is defined as starting on a Friday and ending the following Thursday, except the last week which will begin on Friday, December 20 and end on Tuesday, December 31 (each a “Week”). Each random drawing will be conducted on the Friday following the end of the Week, except the last Week when the random drawing will be conducted on or about January 6, 2020. All drawings will be conducted by Administrator whose decisions are final and binding. Non-winning entries will not carry forward into each Weekly Drawing. Winners will be selected in a random drawing from among all eligible Entries received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

- 5. ELIGIBILITY:** Sweepstakes 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 at the time 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.

6. GENERAL TERMS: No substitution of a prize is offered and no transfer of a 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 a prize unless otherwise required by law. A Winner may waive his/her right to receive a prize. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the Winners. The Sponsor is responsible only for prize delivery and is not responsible for prize utility, quality or otherwise. Sponsor does not make, nor is Sponsor responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, merchantability, condition or fitness for a particular purpose. Any portion of a prize not accepted by a Winner 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 Sponsor's Privacy Policy, available at https://www.hersheys.com/en_us/privacy-policy.html.

7. WINNER NOTIFICATION: Potential Winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by email at the email address provided at the time of entry. If winner notification is returned as undeliverable and winner has not notified Sponsor of the change in email address 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. Prizes will only be delivered to addresses within the United States (no P.O. Boxes). If Winner notification is returned as undeliverable without a forwarding address 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. Upon verification of eligibility, each prize will be mailed to the Winner at the physical address provided during registration. Allow 6-8 weeks for delivery of prize following completion of notification process. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible Entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

- 8. CONDITIONS:** All entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor, Administrator, 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. Each 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.
- 9. LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility for: (a) lost, illegible, late, misdirected, incomplete, mutilated, postage-due or non-delivered mail, Entries or text messages; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), 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 an entrant, 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 any equipment associated with the Sweepstakes; and (c) any other unforeseeable events. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of Sweepstakes, 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 entrant's or any other person's mobile phone or device related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of a mobile phone or computer. 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 regarding an entrant, the authorized subscriber of the email account used to enter at actual time of entry will be deemed to be the entrant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned the email address by an Internet Access Provider, on-line service provider, or other organization that is responsible for assigning email addresses. It is solely the responsibility of the

entrant to notify Sponsor in writing if the entrant changes his or her mailing address or email address number during the Sweepstakes Period.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE 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.

10. 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 Sweepstakes 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.

11. WINNERS' LIST: For the first name, last initial, hometown and state of the winners, mail in a self-addressed, first class-stamped envelope to: KIT KAT and Coffee Sweepstakes, PO Box 251328, West Bloomfield, MI 48325 by March 2, 2020.

12. SPONSOR: The Hershey Company, 100 Crystal A Drive, Hershey, PA, 17033.
www.thehersheycompany.com.

13. ADMINISTRATOR: PrizeLogic, LLC, 25200 Telegraph Rd, Southfield, MI 48033.