

TWIZZLERS CHEWATHON OFFER

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE. VOID WHERE PROHIBITED BY LAW.

VALID WHILE SUPPLIES LAST.

The Twizzlers Chewathon (“Offer”) is sponsored by The Hershey Company (“Sponsor”), 19 E. Chocolate Ave., Hershey, PA 17033, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. OFFER PERIOD:** The Offer begins at 12:00:01 PM Eastern Time (“ET”) on March 2, 2020 and ends at 11:59:59 PM ET on September 6, 2020 but is only available while supplies of TWIZZLERS last (“Offer Period”). Sponsor reserves the right to modify or terminate this Offer at any time.
- 2. ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer (“Offer Entities”), as well as each of their immediate family members (spouse, parents, children, siblings, and in-laws) and persons residing in the same household (whether or not related) as such individuals are not eligible to participate. Void where prohibited by law. Participation in the Offer constitutes participant’s full and unconditional agreement to these Terms and Conditions.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During the Offer Period, a participant must purchase at least three (3) bags of TWIZZLERS 8oz or larger in the same transaction (“Qualifying Purchase”), while supplies last. All purchases must be made during the Offer Period to be eligible for this Offer. Upon making a Qualifying Purchase, an eligible participant must visit <https://twizzlerschewathon.com> (“Website”) and complete and submit the registration page, including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Participant must then follow the links and instructions to upload a photograph of his/her original Qualifying Purchase register receipt by 11:59:59 PM ET on September 6, 2020. The file must be in .JPEG, .JPG, or GIF, format and may not exceed 8MB. Digital receipts are allowed. **NOTE: A Qualifying Purchase receipt may only be used once to receive an Offer Item (as defined below). A Qualifying Purchase receipt may not be used by more than one (1) participant.**

NOTE: During the Offer Period, an eligible participant may receive a link to the Website using an SMS-enabled mobile device and sending a text message to the short code “604333” (“Short Code”) stating the keyword “TWIZZLERS” (“Keyword”). Once the text message is received, the entrant will automatically receive a reply text message with a link to the Website. The participant may log on to the Website in his/her internet browser and follow the entry steps set forth in this Section 3 to participate. Each text message must be manually key-stroked/entered by the participant. A participant is not required to send a text message to

participate and may go directly to the Website to participate. Note that a participant cannot participate in the Offer solely by texting to the Short Code. Message and data rates may apply for each text message sent or received. By texting the Keyword to the Short Code, you provide to the Sponsor and Administrator your express written consent to receive text messages using automated technology. Consent to receive text messages is not required or a condition of any purchase. A participant may, at any time, choose to opt-out by sending a text message stating "STOP TWIZZLERS" to the Short Code. If a participant 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 TWIZZLERS" to the Short Code.

Upon verification of eligibility and Qualifying Purchase receipt, an eligible participant will be sent a code that can be used for thirty (30) days of free access to the SHOWTIME streaming service("Offer Item"). Subject to the following conditions and restrictions:

- i. Current active subscribers to the SHOWTIME streaming service who are billed via third party distributors, including Apple iTunes, Google Play, Roku, and Amazon, are not eligible unless they start a new subscription directly at showtime.com.
- ii. Lapsed and former subscribers to the SHOWTIME streaming service that were previously billed directly at showtime.com are required to review (and replace if appropriate) their saved billing/payment information on file at showtime.com, and that billing method will be charged for future months unless the subscriber cancels before the end of the 30-day free period. If so canceled, the subscriber will continue to have access to the SHOWTIME streaming service until the end of the 30-day free period.
- iii. Current active subscribers to the SHOWTIME streaming service billed directly at showtime.com in an annual plan subscription will receive a \$10.99 discount at their next billing date.

Otherwise, no credit card or payment of any kind required. Offer Item can be activated only at showtime.com/twizzlers. Once activated, the SHOWTIME streaming service can be accessed for viewing anywhere in the United States at showtime.com and via the SHOWTIME streaming services app on devices listed at showtime.com/devices Offer Items must be redeemed by October 6, 2020 at SHOWTIME.com/twizzlers. There is a limit of one (1) Offer Item per person and per Qualifying Receipt. The approximate retail value of each Offer Item is up to \$15. Code is void if not redeemed by October 6, 2020 Offer Item will be e-mailed to the e-mail address provided upon registration within 2-3 weeks after verification. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF A PARTICIPANT PARTICIPATES IN THIS OFFER ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS OFFER. PARTICIPANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities and Showtime Digital Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Offer Item or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies of TWIZZLERS last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS

PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. **DISPUTES:** THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DAUPHIN COUNTY, PENNSYLVANIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

6. **PRIVACY POLICY:** Information submitted in connection with this Offer will be treated in accordance with these Terms and Conditions and Sponsor's privacy policy (as may be amended from time to time), currently available at https://www.thehersheycompany.com/en_us/home/privacy-policy.html, provided that, in the event of any conflict between these Terms and Conditions and such Privacy Policy, the Terms and Conditions will prevail

7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained

in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

©2020 The Hershey Company, LLC. All rights reserved.

SHOWTIME and related marks are trademarks of Showtime Networks Inc.