

HERSHEY BEARS COCO'S KIDS CLUB CHECK-IN TO WIN SWEEPSTAKES

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Hershey Entertainment & Resorts Company (“HE&R”) presents the Hershey Bears “Coco’s Kids Club Check-in to Win” Sweepstakes (“Sweepstakes”). If this Sweepstakes is promoted on X (formerly Twitter), Facebook, Instagram or any other social media platform (collectively “Social Media Platforms”), Entrants and Entrants’ parents or legal guardians understand that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants and their parents or legal guardians understand that they are providing their information to HE&R and not to any Social Media Platform. The information provided will only be used for the purposes of the Sweepstakes and as otherwise expressly agreed to by each Entrant subject to HE&R’s privacy policy. HE&R reserves the right to cancel the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period (defined in Section 2), as determined in its sole discretion.

1. **ELIGIBILITY.** The Sweepstakes is open only to members of the Hershey Bears Coco’s Kids Club (“Entrants”). Void where prohibited or restricted by law. Subject to all applicable federal, state and local laws and regulations. Participation constitutes Entrant’s and their parents’ or legal guardians’ full and unconditional agreement to these Official Rules and HE&R’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN.** Entrants will be entered in the Sweepstakes by visiting the Coco’s Kids Club table on the concourse of the GIANT Center and providing their name to a Coco’s Kids Club representative on an entry form at the table (“Check-In”) before the first intermission at each 2023/2024 regular season HERSHEY BEARS home hockey game in Hershey, PA (“Game Day”). Entrant’s parent or legal guardian who is age 18 or older must fill out and submit the entry form. The Game Day calendar can be found on the HERSHEY BEARS website at www.HersheyBears.com (each Game Day collectively referred to as “Sweepstakes Period”).

Those seeking to enter into the Sweepstakes without attending the hockey game may come to the GIANT Center Box Office before the first intermission at each Game Day to Check-In. The GIANT Center parking fee for the hockey game will be waived for Entrants who only want to enter the Sweepstakes (those attending the game will be required to pay the parking fee). Entrants will be permitted to wait in the Box Office Lobby for the Sweepstakes drawing.

3. **ENTRIES.** One (1) entry per Game Day. Multiple entries will not increase chances of winning. Once submitted, all entry forms will become the sole and exclusive property of HE&R, will not be acknowledged or returned, and cannot be changed, altered, revised, or modified. HE&R is not responsible for lost, late, illegible, or stolen submissions, misdirected entries or other errors of any kind, whether human, or otherwise, including without limitation, the incorrect or inaccurate capture of entry information regardless of cause. Failure to follow any instructions provided by HE&R or to submit entry within the applicable Sweepstakes Period may result in disqualification from the Sweepstakes. HE&R reserves the right to disqualify any entry that has been incorrectly completed and/or submitted. Any attempt by an individual to enter more than once during any one Game Day are void.
4. **PRIZE.** Each Sweepstakes Period, one (1) prize winner (“Winner”) will receive a prize (“Prize”), which has an approximate retail value of \$25.00. Prizes may vary throughout the season. Prize will be awarded to Winner’s parent or legal guardian. Prize Winner and Winner’s parent or legal guardian are responsible for all costs not specifically included in the Prize including, but not limited to, transportation, gratuities, incidentals, and meals. The Prize is not redeemable for cash. Any interpretation of the Prize shall be made within the HE&R’s sole

discretion. The Prize is not transferable. The same restrictions that apply to any other guest at an HE&R owned or operated property will apply to the Winner. No Prize substitutions, exchanges, or cash equivalents will be permitted by the Prize Winner or Winner's parent or legal guardian, except that HE&R reserves the right to substitute a Prize of comparable or greater value if deemed necessary by HE&R in its sole discretion. HE&R shall not be responsible for Prize Winner limitations that prevent the acceptance or use of the Prize or any portion thereof. A parent or legal guardian must accompany all guests under the age of eighteen (18).

5. **ODDS OF WINNING.** The odds of winning the Prize depend solely on the total number of eligible entries received by HE&R during the applicable Sweepstakes Period.
6. **SELECTION OF WINNER.** One (1) Prize Winner will be chosen during the first intermission from a random drawing of all eligible Entries received during the Game Day. After the Prize Winner is chosen, alternate(s) will be selected on an as-needed basis in the event that any Winner is ineligible, declines the Prize, or cannot be located. The Prize is subject to verification. The Prize Winner's name will be announced over the loudspeaker at the game by Hershey Bears staff before the end of the third period of play (and announced by Box Office staff if the alternate method of entry is used). **Must be present to win.** Winner will be required provide valid identification and Winner's parent or legal guardian may be required to sign and return a Winner's Affidavit of Eligibility and Release and where allowable a Publicity Release (collectively, the "Releases") at the time of the award of the Prize.
7. **PUBLICITY RELEASE/GRANT OF USE.** By entering this Sweepstakes, Entrants and Entrants' parents or legal guardians hereby grant HE&R a non-exclusive, irrevocable, fully paid, universal license to use their photo, name, voice, image, or likeness in any media now known or hereafter devised without any further right of approval or compensation, and Entrants and Entrants' parents or legal guardians hereby releases HE&R and the Social Media Platforms, and their respective owners, directors, officers, partners, employees, licensees, agents, affiliated companies, successors and assigns (collectively, the "Released Parties") from any liability with respect thereto. By entering a Sweepstakes, Entrants acknowledge and agree that their participation, name, voice, image or likeness may be made available to the public by HE&R.
8. **GENERAL LIABILITY RELEASE.** By entering the Sweepstakes, each Entrant and Entrant's parent or legal guardian agrees to release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, claims, losses, injuries, liabilities, or damages of any kind arising out of or in connection with, or due in whole or in part, directly or indirectly, whether caused by negligence or not, from participation in the Sweepstakes or any Sweepstakes-related activity; receipt, possession, use or misuse of any Prize; any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement; unauthorized human intervention in any part of the entry process or the Sweepstakes; and electronic or human error which may occur in the administration of the Sweepstakes. **PRIZES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,** and HE&R has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prize, including, without limitation, to the quality or fitness for a particular purpose of the Prize.
9. **ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** Entrants who fail to comply with any of the Official Rules of the Sweepstakes may be disqualified from the Sweepstakes at the sole discretion of HE&R. By entering this Sweepstakes, all Entrants and their parents or legal guardians acknowledge having read these Official Rules and agree to be bound by them and the decisions of HE&R or its duly authorized representative(s), and further waive any right to claim ambiguity in these Official Rules. HE&R's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. HE&R is not responsible for any typographical or other error in the advertising for the Sweepstakes, administration of the Sweepstakes, or in the announcement of the Prizes and/or notification to the Winners. HE&R is not responsible if Sweepstakes cannot take place or if a Prize cannot be awarded or used due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal, state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within HE&R's control (each a "Force Majeure" event or occurrence).

10. **BINDING ARBITRATION/DISPUTES.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Official Rules and participation in the Sweepstakes (including the acceptance and redemption of any or all of the Prizes) (collectively, "Sweepstakes Disputes"). For all Sweepstakes Disputes, participants agree to first send a written description of their dispute to HE&R via the Contact Form at <https://www.hersheybears/contact> to allow HE&R an opportunity to resolve the Sweepstakes Dispute. Participants and HE&R each agree to negotiate the Sweepstakes Dispute in good faith. If the Sweepstakes Dispute cannot be resolved within sixty (60) days, the Sweepstakes Dispute (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be resolved by binding arbitration. Except where prohibited by law, as a condition of participating in this Sweepstakes it is agreed that under no circumstances will Entrants or their parents or legal guardians be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participants actual out-of-pocket expenses (e.g., costs associated with entering this Sweepstakes), and participants further waive all rights to have damages multiplied or increased.
11. **CLASS ACTION WAIVER AND JURY WAIVER.** Participants agree that any proceeding, whether in arbitration or court, will be conducted only on an individual basis and not in a class, consolidated, or representative action. If a court or arbitrator determines in an action between a participant and HE&R that this class action waiver is unenforceable, the arbitration agreement in Section 10 will be void only as to that participant. If for any reason a claim proceeds in court rather than through arbitration, the participant and HE&R each waive any right to a jury trial.
12. **GOVERNING LAW.** Except where prohibited by law, this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Entrants and their parents or legal guardians hereto consent and agree that all legal proceedings relating to the subject matter of this Sweepstakes shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and Entrants and their parents or legal guardians consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
13. **TAXES.** Each Prize Winner and Winner's parent or legal guardian are responsible for compliance with all applicable rules, laws, and regulations, including, but not limited to, payment of applicable federal, state, and local income taxes.
14. **WINNERS LIST/RULES REQUEST.** For the name of the Prize Winner and/or to obtain a copy of the Official Rules, please send your detailed request, noting the date of the Game Day for which you request the name of the Winner, and your contact information to CocosKidsClub@hersheypa.com within thirty (30) days of the date of the drawing.
15. **SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

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