



ACTION GRANTS

2021 TERMS AND CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Hershey Heartwarming Project Action Grants Program offers up to 500 grants of \$250 each to students aged 13-17 across the United States to implement their own "Heartwarming Action Projects" to create connection and make their school or community more inclusive, kind, and empathetic. Grants are distributed on a rolling basis. "You" or "your" as used in these terms refers to the applicant.

Article 1: GUIDELINES AND CRITERIA

Award decisions will be made based upon the following criteria:

1. Is your application complete?
2. How well does your project connect to the topic of creating inclusion, belonging, kindness, empathy, or connection?
3. Is your action plan clear and achievable?
4. How will you make an impact?

Only complete applications will be considered. Applications will be evaluated based upon how closely they align to the Heartwarming Project Action Grants [criteria 2-4 above]. While we recognize that every application may worthy of support, funding will be prioritized for applications that best align with the purposes of the project and have a high likelihood of completion. Applications may be declined if they do not align with the spirit of the project, if the project plan is not presented clearly, has a low likelihood of completion, or if the application is incomplete.

1.1 Applicants must be:

- Youth between the ages of 13-17 at the time of submitting the application or an adult/educator endorsing a student/youth aged 13-17 led project.
- Be a resident of the US or, if the application is for an organization, based in the U.S.
- Plan to use the provided funds up to one year after issuance.
- Applicants ages 13 - 17 must have parental/guardian consent.
- Applicants may not be an employee, officer, or director of The Hershey Company or WE Charity (or family member of such individuals)

1.2 Application Process

The 2021 Heartwarming Project Action Grants grant cycle begins on April 28, 2021 and the application deadline is December 31, 2021. Applications may be submitted any time during the 2021 grant cycle. Successful Grants will be awarded on a rolling basis. Applications will remain active and eligible to be selected throughout the entire 2021 grant cycle.

To apply – [ENTER HERE](#)



Only one application may be submitted per person, project, or organization. Applications that (i) arrive after the end of the 2021 grant cycle, (ii) are incomplete, or (iii) otherwise do not adhere to these Terms & Conditions may be disqualified at the sole discretion of WE Charity and/or The Hershey Company. Odds of receiving a grant are dependent on the number of applications.

1.3 Selection Process

The Heartwarming Project Action Grants program is an initiative of The Hershey Company and is administered by WE Charity. Representatives from WE Charity, with input from The Hershey Company staff, are solely responsible for reviewing applications and making selection decisions. All decisions are final.

If your application is selected for a grant award, you will receive an email notification followed by an award letter enclosing a Heartwarming Project Action Grants Visa® Reward Card, which will be sent to the parent/guardian listed on the application or the organization affiliated with your application (when applicable).. The Heartwarming Project Action Grants Visa Reward card will be an OmniCard Visa Reward Card issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Card can be used everywhere Visa debit cards are accepted. Terms, conditions, and expiration apply. Grant award will expire one year after shipment of grant card. See omnicard.com for additional details regarding the OmniCard Visa Reward Card.

If you receive an award, by activating your Heartwarming Project Action Grants Visa® Reward Card, you agree to use the award for the project described in your application and to adhere to all program guidelines, expectations, and restrictions.

Article 2: EXPECTATIONS

2.1 Program Expectation

If you receive a grant award, share your story and impact via social media by tagging @hersheycompany and @wemovement and #heartwarmingproject.

2.2 Program Restrictions

Grants cannot be used to:

- Advocate religious or political ideology.
- Attempt to influence legislation.
- Promote political parties, campaigns, or candidates.
- Directly donate the funds toward charity fundraising events such as golf tournaments, dinners/galas, walk-a-thons, bake sales, etc.
- Fulfill individual or group pledges to charities.
- Give gifts or funding to an individual.

If an application is affiliated with an organization, the application is subject to review of the organization's reputation and activities. Funding exclusions include organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, citizenship or disability status.

Article 3: AGREEMENT TO TERMS AND CONDITIONS

By applying, the applicant agrees to be fully and unconditionally bound by these Terms and Conditions, and the applicant represents and warrants that the applicant meets the eligibility requirements set forth herein. In



addition, the applicant agrees to accept the decisions of WE Charity and The Hershey Company as final and binding as it relates to then Heartwarming Action Grants Program. The applicant agrees to hold WE Charity and The Hershey Company, and their respective subsidiaries/affiliates/agents/representatives harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the grants. The applicant agrees to be responsible for all taxes and all fees associated with the use of the Heartwarming Project Action Grants Visa® Rewards Card. The Applicant agrees that no alternative grant or other substitution will be provided. The Hershey Company and WE Charity are not responsible for any loss of Heartwarming Project Action Grants Visa® Reward Card in mailing or by recipient. Grants may not be transferred, assigned, or redeemed for cash.

Article 4: Liability Release and Disputes Resolution.

The grant is subject to all federal, state, and local laws and regulations. Void where prohibited. By submitting an application for consideration for an award, applicants agree to hold WE Charity, The Hershey Company, and their respective subsidiaries/affiliates/agents/representatives harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Heartwarming Project Action Program, including, without limitation, claims, suits, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory. Each grant recipient agrees to release WE Charity and The Hershey Company from any and all liability and responsibility with respect to the grant. WE Charity and The Hershey Company assume no responsibility for any application attempt failure. Applications are subject to verification and will be declared invalid if they are inaccurate, mechanically reproduced, mutilated, forged, falsified, altered or tampered with or unlawful in any way. Applications submitted by unauthorized means or by spamming will be disqualified. In the event that it is determined that an entry has been made in a manner not sanctioned by these Terms and Conditions, the applicant and his/her application will be disqualified. JURISDICTION. THIS HEARTWARMING PROJECT ACTION PROGRAM IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. As a condition of participating in this Heartwarming Project Action Program, applicant agrees that any and all disputes which cannot be resolved between The Hershey Company, WE Charity, and the applicant; and causes of action arising out of or connected with this Heartwarming Project Action Grants Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania. BY APPLYING FOR THE HEARTWARMING PROJECT ACTION PROGRAM GRANT, THE APPLICANT AGREES THAT ANY AND ALL CLAIMS, AWARDS OR JUDGMENTS SHALL BE LIMITED ONLY TO THIRD PARTY OUT OF POCKET COSTS INCURRED, NEVER TO EXCEED FIFTY DOLLARS (\$50). NEITHER THE HERSHEY COMPANY NOR WE CHARITY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED IN ANY WAY TO THE HEARTWARMING PROJECT ACTION PROGRAM OR THESE TERMS AND CONDITIONS, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY SUCH DAMAGES CLAIM IS BASED, EVEN UPON THE FAULT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF CONTRACT, STATUTE, REGULATION, OR ANY OTHER THEORY OF LAW OR BREACH OF WARRANTY BY, OR STRICT LIABILITY OF, THE HERSHEY COMPANY OR WE CHARITY. THIS EXCLUSION APPLIES EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF ANY AVAILABLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.