



The Hershey Company Official Rules Summit Design Contest

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING.

1. CONTEST OVERVIEW

The Hershey Company (“**Hershey**” or “**Sponsor**”) is offering a one-day Makers of Good Teen Summit to be held on June 20, 2019 (“**Teen Summit**”) and, as part of the Teen Summit, Hershey is offering teenagers the opportunity to design the graphic identity of the Teen Summit through the Makers of Good Teen Summit Design Contest (“**Contest**”). The design submitted by the winner of the Contest will be the official design for the Teen Summit and will be featured on the Teen Summit website, monitors, social media posts, handouts, signage and other materials for the Teen Summit.

2. ELIGIBILITY

The Contest is open to legal residents of the 50 United States and the District of Columbia who are between the ages of 13 and 17 at the time of entry. Eligible minors must obtain their parent’s or legal guardian’s permission prior to participating in the Contest. Employees, contractors, directors, and officers, and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of the sponsor, The Hershey Company, its subsidiaries, affiliates, suppliers, consultants, legal counsel, public relations, sales representatives, advertising and promotional, and marketing agencies, and any others engaged in the development or distribution of this Contest (collectively “**Sponsor and Promotion Parties**”) are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Contest (“**Official Rules**”). All federal, state, municipal, and local laws and regulations apply. Sponsor reserves the right to verify all eligibility qualifications. **Void where prohibited by law.**

3. ENTRY PERIOD

The Contest begins at 12:00:01 a.m. ET on March 28, 2019 and ends at 11:59:59 on April 23, 2019 (“**Entry Period**”). Entries must be submitted during the Entry Period in order to be eligible for the Contest.

4. HOW TO ENTER

To enter, during the Entry Period, eligible individuals should log into your Instagram account (or create a free account if you do not already have one) and visit the Makers of Good Instagram page at [<https://www.instagram.com/makersofgood/>] (the “**Website**”). Then “**FOLLOW**” the Makers of Good Instagram page and post your original Submission (defined below) along with the following required tags, [[@makersofgood](#)] and #mogyouth, to receive one entry into the Contest (“**Entry**” or “**Entries**”). For the Contest submission requirement, Entrants will be required to post on Instagram an original artwork to



inspire the graphic identity of the upcoming Teen Summit, such as logo designs, type treatments, iconography, illustrations or photography (“**Submission**”). Each eligible person completing the entry process and posting a Submission (“**Entrant**”) will be entered in the Contest. **Your Entry must include the required hashtags to be eligible.** Posting a Submission on Instagram with the required hashtags constitutes entry into the Contest and consent to and agreement with these Official Rules.

5. ENTRY CONDITIONS

Limit one Entry person during the Entry Period. Any attempts by an Entrant to submit more than one Entry for him/herself into the Contest will result in such Entries being disqualified. Entrants must meet all eligibility requirements listed herein. The first and last name provided by Entrants will be the identity of the Entrant and, if selected and qualified for a prize, the identity of the winner. The use of a fake name or email address will disqualify an Entrant. Use of agencies or robotic, repetitive, programmed or similar entry methods is prohibited. All Entrants agree to abide by these Official Rules and waive any right to claim ambiguity in this Contest or these Official Rules. All Entries become the property of Sponsor and will not be acknowledged or returned. All Entries must be completed, including uploading of the Submission, during the Entry Period to be eligible for the Contest.

6. CONDITIONS OF SUBMISSION

The Submission should (a) inspire the graphic identity of the Teen Summit, (b) be recognizable, interesting and relevant to a teen audience, and (c) support the mission of the Teen Summit to help create meaningful connections and to combat social isolation (“**Contest Theme**”). Any Submission that Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered, and the corresponding Entrant will be disqualified from the Contest. By entering, each Entrant represents and warrants that: (a) the Submission is the original work of the Entrant and does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy) or entity; (b) the Submission either is the sole and exclusive property of the Entrant or Entrant owns or otherwise controls all of the rights to the Submission; and (c) the Submission has not been entered into or won any previous contests or awards and has not been published or distributed previously in any form of media. **Please do not submit Submissions that contain depictions of other third party artistic works, copyrights, trademarks/tradenames, logos, or similar brand identifying marks.** All such Submissions will be disqualified. By entering, each Entrant further warrants and represents that the Submission has not been previously licensed or transferred, and that Entrant unconditionally assigns and transfers to Sponsor all worldwide rights, title, interest and claim, which Entrant now has or may in the future have to their Submission or any element(s) thereof including, but not limited to, all intellectual property rights and each Entrant hereby waives all rights Entrant has or may have in their Submission or any element(s) thereof. By entering, each Entrant further warrants and represents that the Entrant has received all rights that may be necessary from any person depicted in the Submission to grant this assignment and transfer of rights and that Entrant can make written copies of such authorizations available to the Sponsor upon request (if the likeness of a minor is included, such written permission must include authorization from the minor’s parent or guardian).

Uploading of a Submission is not an indication that the Entrant has won a prize or is otherwise eligible for a prize. Submissions may be adapted by professional designers and applied to the Teen Summit website, monitors, social media posts, handouts, signage and other materials as necessary. Uploading a Submission grants Sponsor the right to use, publish, adapt, edit and/or modify such Submission in any way, in whole or in part, and to use such Submission alone or in combination with other works, as solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, worldwide, including but not limited to the www.thehersheycompany.com web site, without limitation or compensation to the



Entrant and without right of notice, review or approval of any such use of the entry. Uploading a Submission further constitutes the Entrant's consent to irrevocably assign and transfer to the Sponsor any and all worldwide rights, title and interest in and to the Submission, including but not limited to all intellectual property rights.

7. VOID SUBMISSIONS

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to Website. By entering, you acknowledge that Sponsor has no obligation to use or post an Entry you submit. Submissions that are deemed by the Sponsor, in its sole discretion, to be offensive; immoral; sexually explicit; obscene; profane; defamatory; promoting alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda; message not in keeping with the image of the Sponsor, or in violation of these Official Rules will be void. Further, all Submissions that contain copyrighted or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights, as well as any content which disparages or portrays the Sponsor in a negative light, or otherwise violates these Official Rules will be void. Furthermore, Sponsor is not responsible for lost, incomplete, stolen, damaged, garbled, corrupt, illegible, late, or unintelligible entries, or for printing or other errors appearing in these rules or other Contest materials, misprints or errors in other Contest-related information, garbled communications, failures or malfunctions of internet connections, phones, phonelines, telephone systems, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Contest, processing errors, human errors or otherwise. Sponsor reserves the right, at its sole discretion, to void any entries from Entrants whom Sponsor believes have attempted to tamper or have tampered with the administration, security, or fairness of this Contest.

ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligations to Entrant. Sponsor reserves the right, in its reasonable discretion, to waive the Entry Requirements set forth herein and during or upon completion of the Entry Period, to request that any Entrant resubmit his or her Entry which fails to comply with the Entry Requirements prior to winner selection. By submitting your Entry, you agree that your Entry is gratuitous and made without restriction and will not place Sponsor under any obligation, that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the Entry without any additional compensation to Entrant, and that Entry conforms to the Entry Requirements set forth herein. Entrant acknowledges that, by acceptance of an Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Entrant. By submitting an Entry, you warrant and represent that the Entry: (i) is your original work; (ii) has not been previously published; (iii) has not won previous awards; (iv) does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; (v) that you have obtained permission from a person whose name, likeness or voice is used in the Entry and (vi) that the publication of the Entry via various media including web posting, will not infringe on the rights of any third party. Any such Entrant will indemnify and hold harmless, Sponsor, Promotion Parties, and Instagram (collectively "**Releasees**") from any claims to the contrary. Any Entrant whose work includes the likenesses of third parties or contains elements not owned by the Entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, upon request, prior to award of prize.



8. WINNER SELECTION

The one winner (“**Winner**”) of the Contest will be determined through a judging process. Within seven days after the end of the Entry Period, a panel of qualified judges will review all of the Submissions and identify the top Submissions based upon the criteria described in these Official Rules and in the exercise of their own judgment. Sponsor will appoint judges who are appropriately qualified to review and to judge the Submissions in this Contest. The judges will review each of the posted Submissions and rank the Submissions based upon the following criteria: (a) Relevance (25%); Contest Theme (25%); Color (25%); and (d) Integrity (25%). The judges in their sole discretion will rank the Submissions and select up to five finalists (“**Finalists**”), which will be the top-ranked Submissions, as determined by the judges in their sole discretion. Within the seven-day judging period, Sponsor will contact the Finalists to confirm the permission of the parent or legal guardian of each Finalist and the highest-scoring Finalist with confirmed parent/legal guardian permission be selected as the Winner of the Contest. The contact with the Finalists will be by direct message on Instagram. It is each Finalist’s responsibility to timely set account settings to accept contacts by Sponsor and to timely check their account for such messages. Finalists may be required to demonstrate ownership of the relevant Instagram account and/or Entry, in Sponsor’s sole discretion.

9. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”)

The following prize (“**Prize**”) will be awarded to the Winner of the Contest: the Prize is receiving official recognition as the designer of the graphic identity for the Teen Summit. The Prize has no monetary value other than any intrinsic value associated with official recognition as the designer. All federal, state and local taxes, and all other costs associated with acceptance or use of the Prizes, are the sole responsibility of the Winner. Sponsor reserves the right to award additional prizes to the Winner including, but not limited to, travel to the Teen Summit for the Winner and the Winner’s parents or legal guardian. Sponsor is under no obligation to award such additional prizes. The decision to award or not award additional prizes is in the Sponsor’s sole and absolute discretion. If Sponsor decides to award additional prizes, Sponsor will contact the Winner directly to notify the Winner of any additional prize to be awarded. Sponsor is under no obligation to announce if additional prizes will or will not be awarded in this Contest. If the potential Winner is under the age of majority in his/her state of residence, the Prize must be claimed by the parent/legal guardian of the minor, and the parent/legal guardian must claim the Prize both on behalf of him/herself and his/her child/legal ward or the Prize will be forfeited.

10. ODDS OF WINNING

The odds of winning a Prize in the Contest depend upon the number of eligible Entries received during the Entry Period and the quality of the Submission.

11. WINNER NOTIFICATION AND VERIFICATION

The potential Winner will be contacted by a representative from the Sponsor within seven days (i.e., the judging period) after the end of the Entry Period. The Winner will be notified by direct message on Instagram. It is the Winner’s responsibility to timely set account settings to accept contacts by Sponsor and to timely check their account for such messages. The Winner may be required to demonstrate ownership of the relevant Instagram account and/or Entry, in Sponsor’s sole discretion. The Winner will be required to respond within three days from the date of the first notification attempt. If the Winner does not respond to the notification in the time period specified, is found to be ineligible or otherwise not in compliance with these Official Rules or any prize or prize notification is returned as undeliverable, the prize may be forfeited and an alternate winner



may be selected in Sponsor's sole discretion. Receiving a Prize is contingent upon compliance with these Official Rules, including any eligibility requirements. The Winner may be required to sign and return a release of liability, declaration of eligibility, and, where lawful, a publicity consent agreement, all within seven days of acknowledged notification. If the selected Winner cannot be contacted, is ineligible, fails to claim the Prize, or fails to return the completed and executed declaration and releases as required under these Official Rules, the Prize may be forfeited and an alternate Winner selected.

12. PRIZE CONDITIONS

A Prize is non-assignable and nontransferable, and may not be given, bartered, sold, or exchanged for cash. A Prize has no cash value and must be accepted by the Winner as awarded. A Prize may not be upgraded, and no substitutions by the Winner will be allowed; except Sponsor reserves the right, in its sole discretion, to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. The Winner may waive his/her right to receive the Prize. 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 judges.

13. CONDITIONS AND DISCLAIMERS

The Releasees assume no responsibility for: (a) lost, illegible, late, misdirected, delayed or incomplete, Entries, posts, comments or emails; 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 Contest; 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 the Contest 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 and Promotion Parties are not responsible for injury or damage to Entrants' or any other person's computer related to or resulting from participating in this Contest or downloading or copying materials from or use of Website. If, for any reason, the Contest, 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 Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine winner from all non-suspect, eligible Entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute, the authorized account holder of the Instagram account used to enter will be deemed to be the Entrant, and must comply with these Official Rules. The authorized account holder is deemed to be the natural person who is assigned the Instagram account by Instagram. Sponsor is not responsible for any change of Instagram account information, email address, mailing address and/or telephone number of Entrants and it is solely the responsibility of the Entrant to notify Sponsor in writing if the Entrant changes his or her social media account, email address, mailing address and/or telephone number during the Entry Period.



CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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.

14. LIMITATIONS ON LIABILITY

Neither Sponsor nor any of the other Releasees shall be liable to the Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or its Affiliates' sole control.

15. RELEASE AND INDEMNIFICATION

BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD THE SPONSOR, PROMOTION PARTIES AND INSTAGRAM HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED TO ACCEPTANCE OF THE PRIZE) AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

16. MISCELLANEOUS

(a) Privacy: Information submitted in connection with the Contest will be treated in accordance with these Official Rules 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. By entering the Contest, each Entrant agrees that Sponsor may share Entrant's personal information with its Affiliates for the purpose of Prize fulfillment in the event Entrant is chosen as a potential Winner. Entrants whose email address is submitted as part of this Contest agree that Sponsor may contact them by email to make Entrant aware of information pertinent to the Contest, and to distribute information regarding Sponsor's products, special events, promotional offers, or purchase incentives. Entrants may choose to opt-out of future email notifications by clicking the link in the email and following the opt-out instructions. Opting in to specific offers does not improve an Entrant's chances of winning.

(b) Publicity Release: Except for residents of Tennessee and where prohibited by law, by accepting a Prize, each Winner grants permission for Sponsor and its agents to use his/her name, voice and/or likeness, for advertising, merchandising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

(c) Applicable Law: The Contest, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts located in Dauphin County, Pennsylvania. Except where prohibited, by entering, Entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this



Contest 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.

17. OFFICIAL RULES

By participating in the Contest, each Entrant fully and unconditionally agrees to and accepts these Official Rules and decisions of the Sponsor, which are final and binding in all matters relating to the Contest. The Contest will be run in accordance with the Official Rules, subject to amendment by Sponsor. Each Entrant must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Contest. The terms of the Contest, as set out in the Official Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. In the event that any such provision is determined to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

18. SPONSOR

The Contest is sponsored by The Hershey Company, 100 Crystal A Drive, Hershey, PA 17033.

19. COPY OF OFFICIAL RULES

Official Rules are available during the Entry Period and will be posted on the Sponsor's website at https://www.thehersheycompany.com/content/corporate_SSF/en_us/shared-goodness/the-heartwarming-project/makers-of-good-teen-summit.html.

20. WINNER LIST

For the winner list, send a self-addressed, stamped envelope to: The Hershey Company, Attn: Design Contest Winner List, 100 Crystal A Drive, Hershey, PA 17033 within 60 days after the end of the Entry Period.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Any questions, comments or complaints regarding this Contest should be directed to Sponsor and not to Instagram.

