



2020/2021 HERSHEY HEARTWARMING PROJECT ACTION GRANT

OFFICIAL RULES: Hershey Heartwarming Project Action Grant

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

Hershey Heartwarming Project Action Grant (“Application”) is open between 12:01a.m. ET 5/15/2020 and 11:59 p.m. ET 12/31/2020. Prizes awarded based on evaluation criteria, subject to verification of eligibility and compliance with Official Rules. Grants to be used to support heartwarming initiatives, including but not limited to; *Overall Well-Being, Fostering Connection, Inclusion and Belonging, Mental Health, Kindness, Anti-Bullying*. Youth applicants must be between the ages of 13-17 years of age, a legal resident of Canada or the United States and not employee, officer, or director of Hershey or WE Charity (or family member of such individuals) and must have parental consent. Limit one entry per person or group. Not valid in Quebec. Other limitations may apply. Official rules: The Contest is subject to all provincial, federal, state, and local laws and regulations. Void where prohibited.

2.AGREEMENT TO OFFICIAL RULES. By participating, the entrant agrees to be fully and unconditionally bound by these Official Rules, and the entrant represents and warrants that the entrant meets the eligibility requirements set forth herein. In addition, the entrant agrees to accept the decisions of WE Charity and Sponsor as final and binding as it relates to the contest. The entrant agrees to hold WE Charity and Sponsor, 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 entrant agrees to be responsible for all taxes and all fees associated with the use of the Prize. The entrant agrees that no alternative prize or other substitution will be provided.

3.HOW TO ENTER. NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE CHANCES OF WINNING. To be eligible, interested parties must apply through application link (<https://www.surveygizmo.com/s3/5551475/2020-2021-Hershey-Heartwarming-Project-Action-Grant>) and complete the survey. Entries that (i) arrive after Contest Close, (ii) are incomplete, or (iii) otherwise do not adhere to these Official Rules may be disqualified at the sole discretion of Sponsor and WE Charity. No more than one Contest entry may be made per person. If the entrant uses fraudulent, unlawful or otherwise

4.PRIZES. Eligible and selected applications will receive 1 (one) grant worth two-hundred and fifty (\$250) dollars, made payable by the Sponsor, to be used to support the entrant’s heartwarming project action as specified in the application (a “Prize”). Actual/appraised value may differ at the time of Prize award.

5. SURVEY. Eligible and selected applications will receive a follow-up survey, 60 (Sixty) days month’s after the successful application and grant mail out.

6.SELECTION. Entries will be evaluated by Hershey and WE Schools teams based on the following criteria for each of the three (3) survey questions: (a) the detail with which entrant responded to the questions, (b) entrant’s idea and action as relevant to criteria outline, and (c) the level of detail used in entrant’s responses. The decisions of the Hershey and WE Schools team will be final and binding.

7.WINNER NOTIFICATION. Decisions of Sponsor and WE Charity will be binding in all matters related to this Contest. Prize winners will be notified by email. Sponsor and WE Charity are not responsible for any failure to deliver winner notice. Winners will be required to provide information including, but not limited to, name, address, phone number, birth date, and school name (if applicable). Acceptance of a Prize constitutes permission (except where prohibited) granted to Sponsor and WE Charity to use the

Prize winner's name, voice, statements, school name and school location for publicity, advertising, trade and promotional purposes in connection with the Contest. Prizes cannot be transferred, assigned, or redeemed for cash. By accepting the Prize, the winner agrees unconditionally to, and acknowledges compliance with, these Official Rules. Winners are responsible for all taxes and fees associated with the use of the Prize.

8.FORCE MAJEURE. In the event that the Contest cannot take place, in whole or in part, due to any Act of God or Force Majeure, including without limitation, weather, fire, flood, strike, labour dispute, civil commotion, riot or threat of violence or similar cause beyond the control of Sponsor and WE Charity (a "Force Majeure"), eligible parties shall not hold Sponsor or WE Charity liable for failure to supply a Prize or any part thereof.

9.GENERAL. Contest participants agree to hold WE Charity, Sponsor, 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 Contest, 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 winner agrees to release WE Charity and Sponsor from any and all liability and responsibility with respect to the Prize. WE Charity and Sponsor assume no responsibility for any entry attempt failure. Entries 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. Entries submitted by unauthorised means or by spamming will be disqualified. In the event that it has been determined that an entry has been made in a manner not sanctioned by these Official Rules, the entrant and his/her entry will be disqualified. The entrant agrees to abide by the Official Rules and the decisions of the Contest judges, which are final.

10.JURISDICTION. THIS CONTEST IS GOVERNED BY THE LAWS OF ONTARIO CANADA. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between Sponsor, WE Charity, and the entrant; and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ontario having jurisdiction. BY ENTERING THE CONTEST, THE ENTRANT 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 SPONSOR NOR WE CHARITY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED IN ANY WAY TO THE CONTEST OR THESE OFFICIAL RULES, 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, SPONSOR 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.

MADE POSSIBLE BY



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