

**KIT KAT® Crew Halloween Costume Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The KIT KAT® Crew Halloween Costume Sweepstakes (the "Promotion") begins at 9:00:01 AM Eastern Time ("ET") on October 25, 2021 and ends at 11:59:59 PM ET on October 27, 2021 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

This Promotion uses Facebook and Instagram as a means of entry. This Promotion is not endorsed or certified by Facebook or Instagram. All Facebook or Instagram logos and trademarks displayed on this Promotion are property of Facebook or Instagram. All questions, comments or complaints regarding the Promotion should be directed to Administrator at the address listed below and not to Facebook or Instagram.

1. ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Employees, officers and directors of The Hershey Company ("Sponsor"), FleishmanHillard, Droga5, Realtime Media LLC ("Administrator"), their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule, or regulation. All federal, state, and local laws and regulations apply.

2. HOW TO PARTICIPATE – ENTER VIA SOCIAL COMMENT:

FACEBOOK & INSTAGRAM METHOD: To enter, log in to your Facebook or Instagram account (must be made public), visit the KIT KAT® brand page (<https://www.facebook.com/KitKatUSA/> or https://www.instagram.com/kitkat_us/) and look for the campaign post(s) about the KIT KAT® Crew Halloween Costume Sweepstakes. Comment on the post by tagging three (3) friends and using the promotion hashtag **#KitKatSweepstakes** during the Promotion Period. By commenting on the post, tagging three (3) friends, and using the promotion hashtag **#KitKatSweepstakes** collectively, you will receive one (1) entry (each an "Entry" and collectively the "Entries") into the Sweepstakes.

Limit of one (1) Sweepstakes Entry per person, per social account, per day, throughout the Promotion Period.

3. SWEEPSTAKES DRAWING/ODDS: On or about October 28, 2021, the Administrator will conduct a random drawing from all eligible Entries received within the Promotion Period and select One (1) Grand Prize winner. Odds of winning a Promotion prize depend on the number of eligible Entries received.

4. WINNER NOTIFICATION: The potential prize winner will be notified by a Facebook reply to their comment or Instagram Direct Message within one (1) business day of winner selection or as soon as reasonably practicable. Potential winners will have one (1) day to respond to winning notification before forfeiting their prize. If contacted on Facebook, potential winner must message the KIT KAT® Facebook account to claim their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If a potential winner cannot be contacted, after numerous attempts, within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate may be chosen from among all remaining Entries for the drawing.

5. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion, consisting of:
- One (1) Human-sized KIT KAT® costume standing more than five feet tall and boasting four chocolate wafers covered with magnetic wrapper for four (4) people.

The Approximate Retail Value (“ARV”) of the Grand Prize is \$50.00.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household. All Promotion prizes will be fulfilled after the Promotion has ended. Prizes will be awarded only upon winner redemption, confirmation, verification, and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

6. **GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort, or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Facebook, Instagram, or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the Facebook or Instagram account associated with the winning Entry. The authorized account holder is deemed to be the natural person who is assigned the particular social media account by the social media platform operator. If, in Sponsor’s sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
7. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding, and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner

deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 9. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify Facebook, Instagram and the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than Commonwealth of Pennsylvania. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the Commonwealth of Pennsylvania. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. By participating in this Promotion, you agree that (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action; (ii) 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 (iii) under no circumstances will you be permitted to obtain awards for and hereby waive 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.

11. **PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold, or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at https://www.thehersheycompany.com/en_us/home/privacy-policy.html. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
12. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
13. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by November 30, 2021 to: KIT KAT Crew Halloween Costume Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.

SPONSOR: The Hershey Company, 19 E Chocolate Avenue, Hershey, PA 17033

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428