

THE LEVEL UP WITH OH HENRY! PROMOTION TERMS & CONDITIONS (“TERMS”)

The LEVEL UP with Oh Henry! Promotion (the “**Promotion**”) sponsored by Hershey Canada (the “**Sponsor**”) begins at 12:00:00 AM on September 4, 2020 and ends on August 31, 2021 at 11:59:59PM ET (the “**Promotion Period**”). The Promotion is open to residents of Canada (13+) in their province/territory of residence at time of submission. To participate in the Promotion, you must purchase one (1) Oh Henry! Level Up product (42g, 63g) (“**Product**”) during the Promotion Period at a retail store located in Canada (“**Store**”) or Canadian eCommerce website (“**Online Store**”) to receive an Oh Henry! Level Up code redeemable on www.OHLevelUp.com for a video-game in-game currency worth an approximate retail value of \$1.00 CAD (the “**Reward**”) while supplies last and in accordance with these Promotion Terms and Conditions. Purchases can be made across several retail store operators or online stores and at different dates and times within the Promotion Period, or as part of a single transaction.

To begin, visit www.OHLevelUp.com (the “**Promotion Website**”) between 12:00:00 AM on September 4, 2020 and August 31, 2021 (the “**Submission Period**”) and enter the unique PIN code located inside the wrapper of each Product. The Reward will then be displayed on screen and will remain active until it has been applied. No registration required. The Reward will be a Locker Code compatible with and redeemed only in the NBA 2K21 video game.

Offer valid during the Promotion Period or until supplies last, whichever comes first. Supplies limited to a maximum of 3 million Rewards available, which will be awarded on a first-come, first served basis. Once the maximum number of Rewards has been awarded, no further Rewards will be available. The Rewards are non-transferable, non-exchangeable, and non-refundable, and cannot be redeemed for cash. The Reward is provided strictly on an “as is” basis without any warranties or representations from the Sponsor, whether express or implied. Should you encounter any issues with the Reward, you agree to contact the manufacturer of the Reward directly. Sponsor will not be responsible for any lost, stolen or damaged Reward.

The Sponsor 2K Games, Inc., NBA Properties Inc. NBA Media Ventures, LLC, the National Basketball Association and its Member Teams and its affiliates, representatives, advertising or promotional agencies, and each of their respective agents, associated companies, respective officers, directors, employees, successors and assigns (collectively the “**Releasees**”) will not be responsible for (i) any failure of any website or any platform during the Promotion; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, mobile devices, servers, access providers, computer equipment or software; (iii) the failure of any Submission, and/or other information to be received, captured, recorded or work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant’s or any other person’s computer or other device related to or resulting from participating in the Promotion; (v) any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Submissions; (vi) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vii) any combination of the above.

Limitation of Liability: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. By participating in the Promotion, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Releasees from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions,

causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees arising from participation in the Promotion, or the acceptance, possession, use or misuse or enjoyment of any Reward.

General Conditions: This Promotion is subject to all applicable federal, provincial and municipal laws. The decisions of Sponsor with respect to all aspects of this Promotion are final and binding on all participants without right of appeal. Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Promotion (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of Sponsor that interferes with the proper conduct of this Promotion as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Promotion, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

No personal information will be collected.

Sponsor's failure to enforce any provision of these Terms shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. If any provision of the Terms is determined to be invalid or otherwise unenforceable, then the Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Short Rules:

*Promotion starts 12:00:00 AM Eastern Time ("ET") on September 4, 2020 and will end at 11:59:59 PM ET on August 31, 2021 (the "Promotion Period"). Purchase any one (1) Oh Henry! Level Up (42g, 63g) product to receive an Oh Henry! Level Up PIN code redeemable on www.OHLevelUp.com for a video-game in-game currency worth an approximate retail value of \$1.00 CAD (the "Reward"). The Reward will be a Locker Code compatible with and redeemed only in the NBA 2K21 video game. Submissions must be received by 11:59:59 PM ET on August 31, 2021. Must be a legal resident of Canada (13+) in your jurisdiction of residence. Valid during the Promotion Period or while supplies last, whichever is earlier. Up to a maximum number of 3 million Rewards will be awarded. Additional terms may apply. For full Terms and Conditions: visit www.OHLevelUp.com.