

OH HENRY! Osheaga 2020 Contest

OFFICIAL CONTEST RULES AND REGULATIONS

Open to residents of Canada

By entering this Contest, entrants agree to abide by these rules and regulations (the “Official Rules”). The decisions of the independent contest organization with respect to all aspects of the Contest are final. The information you provide will only be used to administer the Contest in accordance with the Sponsor’s privacy policy. The information you provided will only be used for the purpose of administering this Contest and Grand Prize fulfillment. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit https://www.thehersheycompany.com/en_ca/home/privacy-policy.html.

- 1.NO PURCHASE NECESSARY:** The Oh Henry! Osheaga 2020 Contest (the “Contest”) is sponsored by Hershey Canada Inc. (the “Sponsor”). The Contest starts at 12:00:01 AM Eastern Time (ET) on March 1st, 2020 and closes at 11:59:59 PM (ET) on June 3, 2020 (the “Contest Period”). All times are Eastern Times. Entries must be received by 11:59:59 PM ET on June 10, 2020 (the “Grace Period End Date”).
- 2.ELIGIBILITY:** To enter the Contest and be eligible to win, a person (“Entrant”) must, at the time of entry, be a legal resident of Canada who has reached the age of majority in the province/territory in which he/she resides. Specifically excluded from entering the Contest are: (i) employees, officers, directors, agents, and representatives of the Sponsor, the independent contest organization, and their respective subsidiaries, affiliates, and advertising or promotion agencies; and (ii) a member of any such person’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the person or not). In these Official Rules, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or legal or common-law spouse.

3. HOW TO REGISTER: To begin, complete the two-step registration process (the “**Registration Process**”) by visiting OhHenryOsheaga.com (the “**Contest Website**”) and accepting or declining to allow a login “cookie” to be set within your internet browser (a “**Login Cookie**”) for the purpose of identifying you upon returning to the Contest Website. Next, complete the registration form (the “**Registration Form**”) with your full name, your complete mailing address, a valid email address and 10-digit phone number; check the box to confirm that you are entering the Contest, in compliance with these Official Rules and establishing your unique profile as a registered user (a “**Registered User**”) within the Contest Administrator’s Contest System for the purpose of administering the Contest in accordance with the Sponsor’s privacy policy and check the opt-in box if you would like to receive information about future promotions and new products from the Sponsor (optional). You may request that the Sponsor cease using your personal information by following the opt out methods described in the Privacy Policy. Next, you will receive a registration confirmation email (the “**Registration Confirmation Email**”) at the email addressed entered in the Registration Form including instructions for completing your registration and logging into the Contest Website by clicking on the appropriate button/link within the email. If you provided permission to set a Login Cookie when last visiting the Contest Website, you will not need to take further actions to access the website as a Registered User on subsequent visits during the Contest Period to earn additional entries or check the approval status of submitted entries. You will only need to enter your email when returning to the Contest Website if you did not accept the Login Cookie or since deleted the Login Cookie within your internet browser. In this case a new login link can be requested by entering the email used to register at the login page, linked from the main website menu and following the on-screen instructions.

4. HOW TO ENTER THE CONTEST: After completion of the Registration Process (see above), there are two (2) ways to enter the Contest and they are as follows:

- A. **With Purchase:** There are three elements that, when submitted together, constitute a purchase entry request (a “**Purchase Entry Request**”):
- i. **PROOF OF PURCHASE:** Photo of a retail store receipt or shipment/order pick-up confirmation record (depending upon purchase channel) the “**Proof of Purchase**”).
- PRODUCT QUANTITY SELECTION:** selection of the number of eligible products purchased, by brand, from a drop-down menu available during the submission process (the “**Product Quantity Selection**”).

During the Contest Period, purchase any Hershey product at a retail store located in Canada, or from a Canadian eCommerce website, in accordance with the guidelines provided here

for what constitutes a valid Proof of Purchase (as per the below) for each channel. Each Proof of Purchase must show the retailer name, transaction date & time, your eligible purchase of Hershey Product(s), including the product description and unit price, and transaction total dollar amount. Next, either take a photo of your original cash register sales receipt (the “Receipt”) for retail store purchases OR download and/or save your order delivery record or pick-up or shipment confirmation record (the “Order Confirmation”) for eCommerce purchases.

NOTE REGARDING ECOMMERCE PURCHASES: Confirmation records for confirmed but not shipped orders or request for delivery or pick-up of placed orders is not sufficient to constitute a Proof of Purchase. Only confirmed shipping records, order delivery records or order pick-up confirmation records will satisfy the requirements for a Proof of Purchase.

Once logged-in to the Contest Website with your account, click on the “Receipt Image Upload” button found on the Contest Website and upload the photo of your Proof of Purchase. If necessary, to provide a clear view of all required information, upload a second image of your Proof of Purchase showing the backside, additional page or alternative view by clicking the appropriate link/button. Then, select the quantity of each brand of Hershey Product(s) found within the Receipt (the “**Brand Product Quantity Selection**”) and click the “Review” button to review the images uploaded and brand quantities selected; you have the option to edit (remove, add or replace an image and/or adjust the brand quantity selections). Once the image(s) uploaded meet the above requirements and all information is accurate, press the “Confirm” button to complete your Purchase Entry Request. Each Purchase Entry Request will then be reviewed by the Contest Administrator to determine if it is eligible. If deemed eligible, you will receive one (1) entry (the “**Purchase Entry**”) into the grand prize draw for each Hershey Product purchased up to a maximum of ten (10) Entries. Receipts must be uploaded by the Grace Period End Date.

- B. Without Purchase: To enter without purchase, entrant must be registered on the Contest Website. To make a No Purchase Entry Request (“**No Purchase Entry Request**”), login to the Contest Website and visit OhHenryOsheaga.com/no-purchase-entry during the Contest Period. Next, click on the appropriate button to request a one-time use No-Purchase Entry Personal Identification Number (“**NPE PIN**”). Once the No Purchase Entry Request has been submitted, the unique NPE PIN will be displayed on-screen and delivered by email to the email address used to register, along with

instructions for completing the No Purchase Entry Request. NPE PINs are only valid for one No Purchase Entry Request, so if multiple No Purchase Entry Requests are submitted, one NPE PIN must be requested and submitted as part of each. You must then submit a unique handwritten original (not photocopied) 50-word (minimum) essay on, "What is your favourite Hershey product and why?" (an "**Essay**") and reference your unique NPE PIN on a single piece of paper, in a self-address envelope to: OH HENRY OSHEAGA CONTEST c/o 1855 Accelerator 400 Centre St. South Whitby, ON L1N 4W2 (the "**Contest Address**"). Each No Purchase Entry Request must contain an original Essay, a valid NPE PIN, must be enclosed in a separate envelope bearing sufficient postage and be received before the Grace Period End Date in order to qualify for one (1) Entry into the Contest (each a "**No Purchase Entry**"). Each Essay can be used only once. Entrants will qualify for one (1) Entry into the Contest per separate envelope containing an original Essay and NPE PIN. Once a No Purchase Entry Request is received and reviewed for compliance, per above, by the Contest Administrator, an entry confirmation email will be delivered confirming the Entry status.

5.ENTRIES: The "No Purchase Entry" and "Purchase Entry" will each be referred to as an "Entry". Limit of ten (10) Entries per person during the Contest Period regardless of method of entry. You may only use one (1) email address to enter the Contest. In the event it is determined that an Entrant has entered in a fashion not sanctioned by these Official Rules and/or has submitted more than ten (10) Entries as permitted by these Official Rules, the Entrant may be disqualified and all of the Entries submitted by the Entrant and his/her household may be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

6.PRIZES: There will be five (5) grand prizes available to be won (each a "**Grand Prize**"). Each Grand Prize consists of a trip for up to two (2) people (the winner and one (1) guest) to the Osheaga Music and Arts Festival 2020 in Montreal, QC being held from July 31, 2020 and August 2, 2020. Each Grand Prize includes round trip economy airfare for two (2) people from the major international airport in Canada closest to the residence of the winner to Montréal–Pierre Elliott Trudeau International Airport departing on or about July 30, 2020 and returning on August 2, 2020; four (4) nights standard accommodation with double occupancy (as selected at the sole discretion of the Sponsor); two (2) Gold Passes to the Osheaga Music and Arts Festival 2020 (the "**Event**") valid for all three (3) days of the Festival; and \$1,000.00 (CDN) in spending money in the form of a cheque made payable to the winner. The approximate retail value (the "ARV") of each Grand Prize is \$5,820.00 (CDN) based on Vancouver, BC as the departure city. Actual value may vary depending on city of departure. The winner must be available to travel between July 30, 2020 and August 2, 2020 or the Grand Prize may be forfeited. Sponsor will determine airline, flight itinerary and hotel in its sole discretion. The winner and guest must travel on the same itinerary. The guest must be a resident of Canada who has reached the age of

majority or older at the time of departure. The winner and guest are solely responsible to ensure that they possess any required travel documents to travel. Neither the Sponsor nor the independent contest organization is responsible for the inability of the winner to use the Grand Prize as awarded. All expenses and incidental travel costs not expressly stated in these Official Rules, including, but not limited to, ground transportation, meals, incidentals, airport fees, parking fees, personal charges at the hotel, room service, travel and medical insurance, cancellation insurance, etc., are the sole responsibility of the winner. The Sponsor is not responsible if any portion of the Grand Prize is delayed, postponed or cancelled for any reason, in which event, that portion of the Grand Prize is forfeited in its entirety and no substitution will be provided, except at Sponsor's sole discretion. Winner will not receive the difference between the actual value and the ARV. There is no cash surrender value for the Grand Prize. Grand Prize winner and Grand Prize winner's guest must abide by all venue policies and Event ticket terms and conditions. Sponsor reserves the right to revoke the full or partial prize from any Grand Prize winner or Grand Prize winner's guest who Sponsor or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, have violated any venue policy or law, or bring Sponsor into disrepute.

Limit of one (1) Grand Prize per person. Grand Prizes must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value. Notwithstanding the foregoing, the Sponsor reserves the right, in the event that a Grand Prize cannot be awarded as described for any reason (as determined by Sponsor in its sole discretion), to substitute another prize component of equal or greater value, without liability.

7.DRAW: One (1) Grand Prize draw will be held to determine the five (5) Grand Prize selected entrants at approximately 10:00 AM (ET) on June 11, 2020 (the "**Draw Date**") in Oakville, ON L6K 0J4 from among all eligible Entries received by the Grace Period End Date. Odds of being selected depend on the total number of eligible Entries received by the Grace Period End Date. Each selected entrant will be contacted by email and/or telephone within five (5) business days of the Draw Date. If a selected entrant (a) cannot be reached by telephone and/or email within five (5) business days of the first notification; (b) fails to correctly answer the skill testing question (see rule 8); or (c) fails to return the properly executed Release Form within the specified time (see rule 8), then he/she will be disqualified and another entrant will be randomly selected until such time as a selected entrant fulfils all of the foregoing requirements or there are no more eligible Entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a selected entrant.

8.PRIZE CLAIM CONDITIONS: To be declared a winner of a Grand Prize, the selected entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question. The selected entrant will also be required to sign a Declaration

and Release Form (the “**Release Form**”) confirming compliance with the Official Rules, acceptance of the Prize as awarded, without substitution, and releasing the Sponsor, its dealers, agents, affiliated and related companies, advertising and promotional agencies, the independent contest organization and their respective shareholders, directors, officers, employees, agents, dealers, representatives, successors and assigns (collectively, the “**Releasees**”) from any liability in connection with the Prize or this Contest. The Release Form must be returned within the time period specified on the Release Form or the Prize may be forfeited. The guest will also be required to sign and return a guest declaration & release form by the date indicated on the Guest declaration & release form. Upon receipt of the completed Release Form & the Guest declaration & release form (if applicable), and the selected entrant correctly answering the mathematical skill testing question, the Grand Prize will be coordinated with the winner by a representative of the Sponsor within three (3) to four (4) weeks.

9. By entering and accepting a Prize, the winner agrees to Sponsor's use of his / her name, city / province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Releasees from any liability with respect thereto.

10. The Releasees will not be responsible for late, lost, illegible, incomplete, falsified or destroyed Entries and all such Entries are void. Entries that have been falsified, tampered with or altered are void. The Releasees will not be liable for any failure of the Contest Website, do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entry material/data that have been tampered with or altered are void. In the event of a dispute, Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an Entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the Entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected Entry. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine(s).

11. 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 THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, TRAVEL TO OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

12. The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate or suspend this Contest or to amend the Official Rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, the Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux, to terminate the Contest and conduct a random draw from all previously received eligible entries.

13. FOR QUEBEC RESIDENTS: Any litigation respecting the conduct organization and awarding of the Prize in this Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the Grand Prize may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

14. All Entries become the permanent property of the Sponsor. No correspondence will be entered into except with the selected entrant. The Contest is subject to all applicable federal, provincial/territorial and municipal laws. By participating in the Contest, each Entrant agrees that the Releasees have not made, with respect to each of their own products / services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Sponsor

reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his / her prize, or the cash value thereof. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

15. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials including, but not limited to: the entry form, Contest Website, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

16. The Sponsor respects your right to privacy. The information you provided will only be used for the purpose of administering this Contest and Grand Prize fulfillment. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit: https://www.thehersheycompany.com/en_ca/home/privacy-policy.html.