

**TOYOTA JUNIOR STARTER SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Hershey Entertainment & Resorts Company (“HE&R”) presents the Toyota Junior Starter Sweepstakes (“Sweepstakes”). If this Sweepstakes is promoted or administered on Facebook, Twitter, Instagram or any other social media platform (collectively “Social Media Platforms”), entrants understand that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants understand that they are providing their information to HE&R and not to any Social Media Platform. The information provided will only be used for the purposes of the Sweepstakes and as otherwise expressly agreed to by each entrant, subject to HE&R’s privacy policy. HE&R reserves the right to cancel or discontinue the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period (defined in Section 3), as determined in its sole discretion.

1. **SWEEPSTAKES OVERVIEW.** The Sweepstakes is designed to select children who play on certain organized youth hockey teams to be present on the ice with the *Hershey Bears*® hockey team during the singing of the National Anthem at the *Hershey Bears* home games set forth in these Official Rules. The Sweepstakes must be entered by the parent or legal guardian of the child, but only the child can be on the ice with the team.
2. **ELIGIBILITY.** The Sweepstakes is open only to legal residents of Pennsylvania, Maryland, or Delaware who, at the time of entry: (a) have obtained the age of majority in their states of residence; and (b) are the parents or legal guardians of a child who meets the Child Eligibility Requirements (defined below).

Child Eligibility Requirements: The entrant must be a parent or legal guardian of a child who is: (a) at least six (6) years old, but no more than twelve (12) years old, as of the date she/he is selected as a potential winner; and (b) a member of one of the following organized youth hockey teams: Blazers, Bucks County Thunder, Capital City Vipers, Central Penn Panthers, Chester County, Cougars, Delaware Ducks, Delaware Rough Riders, Delaware Stars, Delco Phantoms, Dyna-Mites, Ed Snider Hockey, Generals, Glaciers, Grundy Senators, Grundy Grizzlies, Hatfield Ice Hawks, Haverford Hawks, Hershey Jr. Bears, Ice Dogs, Jr. Blue Hens, Jr. Knights, Kings, Lancaster Firebirds, Lehigh Valley Phantoms Youth, Lehigh Valley Rebels, Old York Road Raiders, Palmyra Black Knights, Philadelphia Revolution, Pond Penguins, Quakers, Valley Forge Colonials, Warwick Wildcats, Wilkes-Barre Jr. Pens, Wissahickon, York Ice Hockey, or any other organized youth hockey team located in Pennsylvania, Maryland, or Delaware (HE&R to decide what constitutes an “organized” team in its sole discretion).

Employees, officers, and directors of HE&R, its parent company, subsidiaries or any advertising agencies or promotional suppliers, and the immediate family members ([step-]children, spouse, [step-]siblings, [step-]parents) of each are not eligible to enter or win. Void where prohibited or restricted by law. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and HE&R’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a Prize (as defined in Paragraph 8 below) is contingent upon fulfilling all requirements set forth in these Official Rules.

3. **SWEEPSTAKES PERIOD.** The Sweepstakes begins October 7, 2022, and ends on March 26, 2023 (the “Sweepstakes Period”).

4. **HOW TO ENTER.** During the Sweepstakes Period, visit - http://www.hersheybears.com/fan_zone/junior_starters.php and follow the instructions to register for the Sweepstakes. By entering this Sweepstakes, all entrants acknowledge having read these Official Rules and agree to be bound by them and the decisions of HE&R or its duly authorized representative(s), and further waive any right to claim ambiguity in these Rules. Enter all of the information requested on the registration form, including your name, e-mail address, physical address, telephone number, your child’s name, your child’s age, the name of the child’s hockey team, and choice of three (3) home *Hershey Bears* games drawings (listed in Paragraph 5 below) for which you would like your child to enter, and submit the completed form. Upon completion of the registration form in full, the entrant will be given one (1) entry into each of the Drawings (as defined in Paragraph 5 below) chosen, up to a maximum of three (3) Drawings. **If the child wins the Prize in the first or second Drawing for which the child is entered, the child will not be entered into subsequent Drawings.**

Entry Limitations: Each entrant may enter once for up to three (3) Drawings during the Sweepstakes Period for each eligible child of the entrant. It is recommended that the choice of Drawings be based on the child’s availability to participate in the game on that date. An entrant may use the same e-mail address to register on behalf of each eligible child, but multiple entrants are not permitted to share the same email address. No child may be the beneficiary of more than one entry per Drawing (that is, two parents may not both enter the Sweepstakes and nominate the same child to be on the ice with the team) and each child may only enter a maximum of three (3) Drawings. Entrants may not use abbreviated names, middle names, nicknames, or any other method to disguise the identity of the child and thereby obtain more than one (1) entry per child for up to three (3) separate drawings. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. HE&R is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. **SELECTION OF POTENTIAL WINNERS.** At regular intervals throughout the Sweepstakes Period, HE&R will select the potential Prize winners by random drawing (each, a “Drawing”) from among all of the eligible entries received by midnight ET the day before the “Drawing Date” for the applicable scheduled home game Drawing. The schedule of Drawings will be as follows:

SCHEDULED HOME GAME	DRAWING DATE
October 16, 2022	October 11, 2022
October 30, 2022	October 25, 2022
November 6, 2022	November 1, 2022
November 13, 2022	November 8, 2022
December 4, 2022	November 29, 2022
December 11, 2022	December 6, 2022
December 18, 2022	December 13, 2022
January 8, 2023	January 3, 2023
January 29, 2023	January 24, 2023

February 26, 2023	February 21, 2023
March 26, 2023	March 21, 2023

Each Drawing will select one (1) potential winner as the Prize winner for that scheduled home game. Non-winning entries will have a chance to be entered in the other Drawings (if any) they chose upon entry. The potential winners are not the winners of the Sweepstakes unless and until the potential winner's eligibility has been verified.

6. **VERIFICATION OF POTENTIAL WINNERS.** The potential Sweepstakes winners will be notified by email, telephone, or registered mail approximately twenty-four (24) hours after the applicable Drawing Date. The potential winners must respond to the notification within forty-eight (48) hours. The Prize winners may be required to sign and return a Winner's Affidavit of Eligibility and Release at the time of the award of the Prize. If a potential winner cannot be contacted or fails to respond to HE&R's notification within the required time period, that potential winner forfeits the Prize and will be disqualified. In the event that a potential winner is disqualified for any reason, HE&R will select an alternate potential winner by random drawing from among all remaining eligible non-winning entries provided that time allows for the selection of an alternate winner. As the Prize is specific to a given home game, HE&R reserves the right to not have a winner for a particular home game should it not be able to select and verify an alternate winner.
7. **ODDS OF WINNING.** The odds of winning depend upon the number of eligible non-winning entries received by midnight ET the day before the Drawing Date during the Sweepstakes Period.
8. **PRIZE:** Each verified winner will receive a Prize package consisting of: (a) two (2) 100 level tickets to the scheduled *Hershey Bears* hockey game at GIANT Center in Hershey, Pennsylvania; (b) a Toyota branded drawstring bag with a game program, hockey puck, t-shirt, and a \$10.00 HE&R gift card; and (c) the opportunity for the Prize winner's eligible child to be present on the ice with the *Hershey Bears* hockey team during the singing of the National Anthem at the scheduled home game (the "Prize"). The total approximate retail value of the Prize is \$100.00.

Prize Limitations: One (1) Prize per Prize winner. If a family having more than one child is selected more than one time as a winner, each child may participate in the on-ice ceremony only one (1) time. Winners may not request, and HE&R will not make, except in its sole discretion, changes to the dates of the home games applicable to their particular Prize. No transportation to and from the game will be provided. The eligible child must have her/his own ice skates and helmet (no ice skates or helmets will be provided by HE&R). **CHILD MUST BE IN GOOD HEALTH, HAVE NO KNOWN MEDICAL CONDITIONS THAT COULD IMPAIR HER/HIS ABILITY TO BE ON THE ICE, AND HAVE THE ABILITY TO SKATE ON ICE TO ENJOY THE ON-ICE PORTION OF THE PRIZE. NO CHILD WILL BE ALLOWED ON THE ICE IF: (A) SHE/HE CANNOT SKATE, (B) SHE/HE DOES NOT HAVE HER/HIS OWN ICE SKATES AND HELMET, OR (C) HE&R HAS ANY REASON TO BELIEVE THAT THE CHILD'S HEALTH OR SAFETY WILL BE RISKED BY ALLOWING THE CHILD ON THE ICE (DETERMINATION WILL BE MADE BY HE&R IN ITS SOLE DISCRETION). IF A CHILD IS NOT ALLOWED ON THE ICE FOR ANY REASON, THEN THIS PORTION OF THE PRIZE WILL BE FORFEITED AND NO MAKE-UP OR ALTERNATIVE PRIZE WILL BE AWARDED.** HE&R will not replace any lost, mutilated, or stolen game tickets. HE&R will not refund, credit, or otherwise transfer any portion of the Prize if the winner and/or child are not able to attend the designated game or if the game is cancelled. The Prize winner is responsible for all costs not specifically included in the Prize package including, but not limited to, transportation, gratuities, incidentals, and meals. The Prize is not redeemable for cash. Any interpretation of the Prize shall be made within the HE&R's sole discretion. The Prize

is not transferable. The same restrictions that apply to any other guest at an HE&R owned or operated property will apply to entrants and Prize winners. No prize substitutions, exchanges, or cash equivalents will be permitted by the Prize winner, except that HE&R reserves the right to substitute a prize of comparable or greater value if deemed necessary by HE&R in its sole discretion. HE&R is not responsible for winner limitations that prevent the acceptance or use of the Prize or any portion thereof.

- 9. PUBLICITY RELEASE/GRANT OF USE.** By entering the Sweepstakes, entrant grants HE&R a non-exclusive, irrevocable, fully paid, universal license to use their and their eligible children's photo, name, voice, image or likeness in any media now known or hereafter devised without any further right of approval or compensation, and entrant hereby releases HE&R and the Social Media Platforms, and their respective owners, directors, officers, partners, employees, licensees, agents, affiliated companies, successors and assigns (collectively, the "Released Parties") from any liability with respect thereto. By entering the Sweepstakes, entrants acknowledge and agree that their and their eligible children's participation, name, voice, image or likeness may be made available to the public by HE&R.
- 10. GENERAL LIABILITY RELEASE.** By entering in the Sweepstakes, each entrant agrees to release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, claims, losses, injuries, liabilities, or damages of any kind arising out of or in connection with, or due in whole or in part, directly or indirectly, whether caused by negligence or not, from participation by entrant and their eligible children in the Sweepstakes or any Sweepstakes-related activity; any injury or damage to persons (including death) or property, which may be caused, directly or indirectly, whether caused by negligence or not, in whole or in part, from entrant's and their eligible children's participation in the Sweepstakes or any Sweepstakes-related activity; receipt, possession, use or misuse of any Prize; any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement; unauthorized human intervention in any part of the entry process or the Sweepstakes; and electronic or human error which may occur in the administration of the Sweepstakes. HE&R has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prize(s), including, without limitation, to the quality or fitness for a particular purpose of the Prize(s).
- 11. ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** Entrants who fail to comply with any of the Official Rules of the Sweepstakes may be disqualified from the Sweepstakes at the sole discretion of HE&R. HE&R is not responsible for: (a) any typographical or other error in the advertising for the Sweepstakes, administration of the Sweepstakes or in the announcement of the Prize, (b) technical failures of any kind, including, without limitation to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, (c) unauthorized human intervention in any part of the entry process or the Sweepstakes, and (d) the inability of the Sweepstakes to take place or if the Prize cannot be awarded or used due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within HE&R's control (each a "Force Majeure" event or occurrence).
- 12. DISPUTES.** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrants agree under no circumstances will they or their eligible children be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, or

any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Sweepstakes), and entrants further waive all rights to have damages multiplied or increased.

- 13. GOVERNING LAW.** Except where prohibited by law, this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Entrants and their eligible children hereto consent and agree that all legal proceedings relating to the subject matter of this Sweepstakes shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and entrants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
- 14. TAXES.** The Prize winner is responsible for compliance with all applicable rules, laws, and regulations, including, but not limited to payment of applicable federal, state and local income taxes.
- 15. WINNERS LIST/RULES REQUEST.** For the name of a Prize winner(s) for a particular Drawing and/or to obtain a copy of the Official Rules, please your detailed request and your contact information to medbair@hersheypa.com by April 30, 2023.
- 16. SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

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