

CADBURY BUNNY TRYOUTS 2022 CONTEST
OFFICIAL RULES

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

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF
COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID
WHERE PROHIBITED**

The Cadbury Bunny Tryouts 2022 Contest (“Contest”) is sponsored by The Hershey Company (“Sponsor”), 19 E. Chocolate Ave., Hershey, PA and is administered by Prize Logic, LLC (“Administrator”), Two Towne Square, Suite 200, Southfield, MI USA 48076.

- 1. CONTEST PERIOD:** The Contest entry period starts on February 1, 2022 at 12:00:01 PM (noon) Eastern Time (“ET”) and ends on February 21, 2022 at 11:59:59 PM ET (“Photo Submission Phase”), and is followed by a judging phase (“Judging Phase”), which begins February 22, 2022 at 12:00:01 AM ET and ends February 23, 2022 at 11:59:59 PM ET, a video submission phase (“Video Submission Phase”), which begins February 24, 2022 at 12:00:01 AM ET and ends February 28, 2022 at 11:59:59 PM ET, a video judging phase (“Video Judging Phase”), which begins March 1, 2022 at 12:00:01 AM ET and ends March 3, 2022 at 11:59:59 PM ET, a voting phase (“Voting Phase”) that begins March 8, 2022 at 12:00:01 AM ET and ends March 22, 2022 at 11:59:59 PM ET, and a winner determination phase (“Winner Judging Phase”) which begins March 23, 2022 at 12:00:01 AM ET and ends March 24, 2022 at 11:59:59 PM ET. The winner will be announced on or about March 29, 2022. The Photo Submission Phase, Judging Phase, Video Submission Phase, Voting Phase and Winner Judging Phase are collectively the “Contest Period.” Administrator’s computer is the official time keeping device for this Contest.
- 2. ELIGIBILITY:** This Contest is offered to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age or older at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and companies involved in the implementation and execution of the Contest (collectively “Contest Entities”) and each of their respective immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. Void where prohibited by law. All applicable federal, state, and local laws and regulations apply.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

- 3. HOW TO ENTER THE PHOTO SUBMISSION PHASE:** During the Photo Submission Phase, an eligible entrant must visit www.cadburytryouts.com (“Website”) and enter his/her valid e-mail address and the information requested on the entry form, which may include, without limitation: his/her first and complete last name (no initials); valid e-mail address; phone number; street address (no P.O. Boxes will be allowed); city, state; and ZIP Code. Entrant must then follow the on-screen prompts to upload a photograph of his/her pet wearing bunny

ears and describe why his/her pet should be on TV (280 characters or less) (collectively a "Photo Submission"). The Photo Submission cannot exceed 10 MB and must be in one of the following file formats: .JPG, .JPEG, .PNG, or .GIF. **All Photo Submissions must comply with the restrictions outlined in Section 6 below.** Sharing or posting of the Photo Submission on social media, including on Instagram, Facebook or Twitter, will not improve your chances of winning.

Limit: There is a limit of one (1) unique pet Photo Submission per person during the Photo Submission Phase; an entrant may only enter a photo of a pet one (1) time during the Photo Submission Phase. If more than one (1) Photo Submission of a pet is received from the same person, only the first Photo Submission received may be considered valid. An entrant may return on a subsequent day during the Photo Submission Phase to upload a Photo Submission of a different pet. Each Photo Submission must be unique. A "day" is defined as starting at 12:00:01 AM ET and ending at 11:59:59 PM ET on a calendar day, except on February 1, 2022 when the day starts at 12:00:01 PM ET and ends at 11:59:59 PM ET. An entrant who attempts to enter more than the stated limit may be subject to disqualification from the Contest. If it is discovered or suspected that a person has attempted to enter or upload Photo Submissions using multiple e-mail addresses or identities, all of that person's Photo Submissions may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

NOTE: By submitting a Photo Submission, each entrant agrees that his/her Photo Submission conforms to the Photo Submission Requirements set forth in Section 6 below and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Contest if Sponsor (in Sponsor's sole discretion) decides that his/her Photo Submission fails to conform to the Photo Submission Requirements or any other provision of these Official Rules.

- 4. JUDGING AND SELECTION OF SEMI-FINALISTS:** During the Judging Phase, eligible Photo Submissions will be judged by a panel of qualified judges ("Judges") to determine twenty (20) semi-finalists (each a "Semi-Finalist"). The Judges will score the Photo Submissions according to the following weighted criteria: (i) Relevance to Contest theme (showing off your Cadbury pet in bunny ears): 30%; (ii) Creativity: 30%; and (iii) Brand appeal: 40% ("Judging Criteria"). The 20 Photo Submissions that receive the highest scores will be the potential Semi-Finalists. In the event of any ties, the Photo Submission with the highest score in Brand Appeal will prevail. In the event there are still any ties, the tied Photo Submissions will be judged again and the Photo Submission with the highest overall score will prevail. If any Semi-Finalist is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Photo Submission with the next highest score will be named the Semi-Finalist. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Semi-Finalists. In no event will there be more than twenty (20) Semi-Finalists.

Semi-Finalists will be notified by the Sponsor via e-mail at the e-mail address provided at the time of entry within three (3) days after the Judging Phase ends ("Semi-Finalist E-mail"). If a Semi-Finalist fails to respond to the Semi-Finalist E-mail within 24 hours or the Semi-Finalist otherwise fails to comply with these Official Rules, his/her Photo Submission will be disqualified and the Photo Submission with the next highest score will be selected as Semi-Finalist.

- 5. VIDEO SUBMISSION PHASE:** During the Video Submission Phase, the twenty (20) Semi-Finalists must follow the links and instructions in the Semi Finalist E-mail to submit one original video of his/her pet wearing bunny ears (bunny ears cannot be photoshopped or computer generated; they must be a physical headband with bunny ears on the pet) for up to, but no longer than three (3) minutes of which fifteen (15) seconds must be of the pet sitting still facing the camera, which must be submitted via the Website as outlined in the Semi Finalist E-mail (“Video Submission”). The Video Submission cannot exceed three (3) minutes and 150 MB and must be in one of the following file formats: .MOV, .MPEG, .MP4. **All Video Submissions must comply with the restrictions outlined in Section 6 below. All Video Submissions must be received by Sponsor no later than 11:59:59 PM ET on February 28, 2022 or Video Submission will be disqualified.**

By submitting a Video Submission, entrant hereby agrees to these Official Rules. All Video Submissions are subject to confirmation and/or verification and compliance with these Official Rules as determined by Sponsor and/or Administrator. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Video Submissions that do not comply with these Official Rules including without limitation, the above terms, or the guidelines and requirements as set forth in Section 6 below. **NOTE:** If any Video Submission fails to comply with any of the Photo and Video Submission Guidelines and Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

- 6. PHOTO AND VIDEO SUBMISSION GUIDELINES AND REQUIREMENTS:** Each Photo Submission and Video Submission must comply with the following:

- Photo Submission and Video Submission must comply with these Official Rules;
- Photo Submission must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG;
- Photo Submission must not exceed 10 MB;
- Video Submission must include a Video not to exceed three (3) minutes and 150 MB, in one of the following file formats: .MOV, .MPEG, .MP4;
- Pet must be wearing bunny ears (real or virtual/photoshopped) in Photo Submission; Pet must wear real bunny ears (*i.e.*, bunny ears that are not virtual, photoshopped, or computer generated; they must be a physical headband with bunny ears on the pet) in Video Submission
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor’s trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor’s trademarks, entrant a limited license to use for purposes of this Contest;
- Must not have been submitted previously in a promotion or contest of any kind and

- has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
 - Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
 - Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
 - Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
 - Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
 - Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photo or Video was created.

Entrant must have approval from any persons appearing in the Photo Submission or Video Submission and any persons that took the Photo Submission or recorded the Video Submission, if that person is not the Entrant, and be able to provide express written consent of every such person appearing in the Photo Submission or Video Submission to Sponsor and/or Administrator if requested.

Once a Photo Submission or Video Submission is submitted in the Contest it may be made available on Sponsor's social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

NOTE: If any Photo Submission or Video Submission fails to comply with any of these Photo and Video Submission Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

PHOTO SUBMISSIONS OR VIDEO SUBMISSIONS POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any entrant who incorporates any intellectual property owned by a third party into his/her Photo Submission or Video Submission does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Contest-related website, including the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Photo Submission or Video Submission infringes upon the rights of another person and/or receives a legally valid request

to remove the affected Photo Submission or Video Submission from any Contest-related website because of such infringement, such Photo Submission or Video Submission may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Photo Submission or Video Submission has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Contest represents and warrants as follows: (i) the Photo Submission or Video Submission is the entrant's own original; (ii) the Photo Submission or Video Submission has not been previously published; (iii) the Photo Submission or Video Submission has not won previous awards; (iv) the Photo Submission or Video Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (v) the Photo Submission or Video Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (vi) entrant has obtained permission from any person whose name, likeness or voice is used in the Photo Submission or Video Submission; and (vii) the Photo Submission or Video Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Photo Submission or Video Submission, entrant hereby grants permission for the Photo Submission or Video Submission to be publicly posted, at Sponsor's sole discretion. By submitting a Photo Submission or Video Submission, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Photo Submission or Video Submission, and any derivative works thereof, in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional, publicity, merchandising or marketing purposes. The Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, Photo Submissions or Video Submissions – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Photo Submission or Video Submission in its sole and absolute discretion.

- 7. VIDEO JUDGING PHASE:** During the Video Judging Phase, eligible Video Submissions will be judged by the Judges to determine ten (10) finalists (each a "Finalist"). The Judges will score the Video Submissions according to the following weighted criteria: (i) Relevance to Contest theme (showing off your Cadbury pet in bunny ears): 30%; (ii) Creativity: 40%; and (iii) Brand appeal: 30% ("Video Judging Criteria"). The ten (10) Video Submissions that receive the highest scores will be the potential Finalists. In the event of any ties, the Video Submission with the highest score in "Brand appeal" will prevail. In the event there are still any ties, the tied Video Submissions will be judged again and the Video Submission with the highest overall score will prevail. If any Finalist is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Video Submission with the next highest score will be named the Finalist. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Finalists. In no event will there be more than ten (10) Finalists.
- 8. VOTING PHASE:** During the Voting Phase, the ten (10) Finalist Video Submissions will be posted on the Website. A person who is a legal resident of the 50 United States or District of

Columbia and 18 years or older may vote for his/her favorite Finalist Video Submission. The voter must visit the Website and follow the onscreen instructions to complete and submit the registration page and vote. All eligible Finalist Video Submissions will be randomly displayed and rotated in a gallery on the Website. Each voter may vote one (1) time per day during the Voting Phase. Votes received from any person or e-mail address or household in excess of this limitation will be void. Votes generated by script, bot, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during one calendar day by a single voter or e-mail address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for votes is prohibited and if a Finalist does provide payment or other consideration in exchange for votes directly or indirectly, he/she will be disqualified.

Donation to ASPCA: During the Voting Phase, Sponsor will donate \$5,000 to the American Society for the Prevention of Cruelty to Animals (ASPCA®), and an additional \$5,000 for every incremental 5,000 votes received, up to a total donation of \$20,000. Regardless of the number of votes received during the Voting Phase, Sponsor will make a minimum donation of \$5,000 and maximum total donation of \$20,000 to the ASPCA as a result of this Contest. **Note:** Only the Sponsor will make all of the donations to the ASPCA. Participants are not making any donations in the Contest and will not receive a receipt nor will they be eligible to claim any charitable deductions on their tax returns as a result of this Contest. The Sponsor and Administrator are not tax professionals and do not provide tax advice. For more information, or to contribute to the ASPCA, visit <https://www.asPCA.org/>.

9. WINNER JUDGING PHASE: During the Winner Judging Phase, all eligible Finalist Video Submissions will be re-judged by the Judges. The Judges will score each Video Submission according to the following weighted judging criteria (collectively, Finalist Judging Criteria): (i) Relevance to Contest theme (showing off your Cadbury pet in bunny ears): 20%; (ii) Creativity: 20%; (iii) Brand appeal: 20%; and (iv) Public Appeal: 40%. The Finalist whose Video Submission receives the highest score from the Judges applying the Finalist Judging Criteria will be deemed the potential winner. In the event of a tie, the tied Video Submissions will be reviewed by the Judges and the Video Submission with the highest score in "Brand Appeal" will be named the potential winner. In no event will there be more than one winner in the Contest.

10. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):

A. Prize (1): There will be one prize awarded to the winner of this Contest. The winner will receive the following prize: the opportunity to have his/her pet featured in a television commercial and a check in the amount of \$5,000 if his/her pet is featured in a television commercial ("Prize"). Only one Prize will be available in the Contest. The ARV of the Prize is \$5,000.

B. Prize Conditions: The winning pet featured in the potential winner's Photo Submission and Video Submission must be able to perform for the camera and remain reasonably stationary (as determined by Sponsor in its sole discretion) in front of production crew cameras while wearing real bunny ears (*i.e.*, physical bunny ears that are not virtual or photoshopped). The winner and winning pet also must be available to film the commercial on a date and time, as selected by the Sponsor, between March 25, 2022 and March 27, 2022. If the selected potential

winner's pet is unable to perform (as determined by the Sponsor in its sole discretion) or is unavailable to film the commercial between March 25, 2022 and March 27, 2022, then the potential winner will be disqualified and the Semi-Finalist with the next highest score will be selected as the potential winner. If the winner's pet is unable to sit for the commercial, then the potential winner forfeits the entire Prize. The Prize will not be redeemed or exchanged for cash, except where required by law. In no event will more than one Prize be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes by re-judging according to the Video Judging Criteria in Section 9. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize. **By accepting the Prize, the winner agrees that he/she will not disclose or reveal to any person that he/she has been selected as the winner and/or any details about the Prize or Prize components until advised by the Sponsor. If the winner discloses or reveals to any person that he/she has been selected as the winner and/or any details about the Prize or Prize components before advised by Sponsor, he/she may be disqualified.**

11. HOW TO CLAIM THE PRIZE: Within twenty-four (24) hours after the end of the Winner Judging Phase, the potential winner will be notified via e-mail and/or telephone using the information disclosed at the time of entry. Before being declared a verified winner, the potential winner must complete, sign, and return a notarized Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgement ("Affidavit") within twenty-four (24) hours from the date it is e-mailed to the potential winner by the Administrator. Potential winner is subject to verification of eligibility and compliance with these Official Rules. Failure to provide all required information within the stated time period may result in forfeiture of winner's right to claim the Prize, and may result in the Prize being awarded to an alternate winner, if time permits. The potential winner may be subject to a background check before the Prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. Upon verification of eligibility, the winner will be contacted regarding Prize fulfillment and Sponsor will coordinate travel to the winner's home to film the television commercial. The check portion of the Prize will be mailed to the winner at the address provided at the time of entry (PO Boxes not allowed) after completion of the commercial. The Contest Entities shall not be held responsible for any delays in awarding the Prize for any reason. If the potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial notification, the Prize may be forfeited. If the Prize is forfeited for any reason, an alternate potential winner may be selected as set forth in Section 9 from all remaining non-winning Finalist Video Submissions received during the Video Submission Phase. If the Prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Prize is not transferable and includes only the items specifically listed as part of the Prize. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. Approximate retail value is as of the time these Official Rules were printed and the value of the Prize may fluctuate. The winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. Odds of winning the Prize

depend upon the number of eligible entries received and the quality of the Photo Submissions and Video Submissions. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Prize will only be awarded to a verified winner. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize will not be re-awarded.

THE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

10. LIMITATION OF LIABILITY: By participating in this Contest, entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property(including any injury related to dancing or creating the entry), to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting or using the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including Photo and Video Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human

error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 11. DISPUTES:** Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) 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; (b) 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 (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives 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.
- 12. PRIVACY POLICY:** Information submitted in connection with this Contest will be treated in accordance with these Official Rules and Sponsor's privacy policy (as may be amended from time to time), currently available at https://www.hersheys.com/en_us/privacy-policy.html provided that, in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules will prevail.
- 13. PUBLICITY RIGHTS:** Except for residents of Tennessee and where prohibited by law, by accepting the Prize, the winner agrees to allow Sponsor and Sponsor's designee the perpetual

right to use his/her name, biographical information, photos, likeness and performance, voice recording, video images and all related footage (including any “behind the scenes” and interviews), and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television, radio, and Internet, without notice, review or approval and without additional compensation.

14. RELEASE: By participating in the Contest, each entrant releases and agrees to indemnify and hold harmless Contest Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, creation of an entry, acceptance or usage of the Prize, or arising out of participation in any Contest or Prize related activity, whether hosted by Sponsor or a third party.

15. MISCELLANEOUS: This Contest is subject to all applicable federal, state, and local laws. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. Potential winners may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. Sponsor is not responsible for any change of e-mail address, mailing address and/or telephone number and it is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address, mailing address and/or telephone number during the Contest Period. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall

prevail. In the event of any conflict between the Official Rules and the Website terms and conditions, the terms and conditions of the Official Rules will prevail.

- 16. WINNER LIST:** To obtain the name of the winner, send a properly stamped self-addressed business sized envelope to: Cadbury Bunny Tryouts 2022 Contest (PL015555) – Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by May 23, 2022.