

**Hershey's Kisses Back to School with Pokémon Collector's Case Program
Official Terms & Conditions**

- **NO PURCHASE IS NECESSARY TO PARTICIPATE. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR ABILITY TO RECEIVE A COLLECTOR'S CASE.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE PROGRAM, YOU AGREE TO THESE OFFICIAL TERMS & CONDITIONS, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROGRAM PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Hershey's Kisses Back to School with Pokémon Collector's Case Program ("Program") is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least sixteen (16) years of age or older who create a free account at Hersheyland.com/Pokemon. Employees, officers and directors of The Hershey Company ("Sponsor"), TPN Holdings LLC, Nintendo Co., Ltd., Game Freak Inc., Creatures Inc., Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the "Program Parties"), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in this Program. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Program, you unconditionally accept and agree to comply with and abide by these "Terms & Conditions" and the decisions of Sponsor, including the interpretation of these Terms & Conditions, administration of the Program, Invitation recipients, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Program begins at or about 9:00 a.m. Eastern Time ("ET") on June 11, 2025, and ends at 11:59 p.m. ET on June 17, 2025, or while Collector's Case supplies last, whichever comes first (the "Program Period"). The designated computer clock of the Sponsor is the official time-keeping device in the Program.
3. **HOW TO PARTICIPATE:** During the Program Period, participants must visit Hersheyland.com/Pokemon (the "Website") and follow the links to create a free account by submitting your valid email address, creating a password and indicating you are at least sixteen (16) years of age (an "Account"). If you are one of the participants to create an Account at the Website (subject to verification), while exclusive HERSHEY'S KISSES and Pokémon Collector's Case (the "Case") supplies last, you will receive an invitation to claim a Case, as further described below.

On or about June 18, 2025, the Administrator will send an email to the first participants to create an Account in accordance with the number of Cases available with redemption instructions to claim a Case ("the Invitation"). Participants who have received the Invitation will click the unique single-use link in the Invitation to reach the claim website (the "Claim Website"), and complete and submit an official Program claim, including participant's full name, mailing address (no P.O. Boxes), email address, phone number, and date of birth (a "Claim"). Each participant who receives an Invitation must submit a Claim by 11:59:59 p.m. ET on June 23, 2025, or they will forfeit the Case. In the event a Case is not properly claimed, if a participant is found to be ineligible or otherwise non-compliant with these Terms & Conditions, or a participant declines the Case, the Sponsor may, in its sole discretion, send an Invitation to the participant who created an Account immediately following any such participant, as determined by Sponsor's timestamp. Any such participant receiving an Invitation must follow the instructions set forth above to submit a Claim by 11:59:59 p.m. ET on June 29, 2025. Any unclaimed Cases after 11:59:59 p.m. ET on June 29, 2025 will not be made further available.

The Program Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) Invitation and one (1) Claim per person. Invitations may not be shared with or forwarded to others. Invitations received fraudulently or through improper channels are void. Attempts made by the same individual to make additional Account or submit additional Claims by using multiple or false contact information, accounts or otherwise may result in disqualification. Accounts and/or Claims generated by script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Claims that are in excess of the stated limit, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms & Conditions may be disqualified from the Program at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information on the Claim, or abide by these Terms & Conditions or other instructions of Sponsor may be disqualified. Claims submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the event of a dispute over the identity of a claimant, Claim will be deemed submitted by the registered account holder of the email address associated with the account registered at Hersheyland.com /Pokémon, provided that person is eligible. In the event that a dispute regarding the identity of the individual who submitted a Claim cannot be resolved to Sponsor's satisfaction, the affected Claim will be deemed ineligible.

4. CASE DESCRIPTION AND CONDITIONS:

Each Case is an exclusive HERSHEY'S KISSES and Pokémon Collector's Case that can hold and display all 151 HERSHEY'S KISSES wrapped with Pokémon foils. The Case has no retail value.

Cases are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All Case details not specified in these Terms & Conditions will be determined in Sponsor's sole and absolute discretion. Case details and availability are subject to change and are subject to applicable rules and restrictions. Cases are provided "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Any unclaimed Case will be forfeited. The Program Parties are not responsible for and will not replace any lost, mutilated or stolen Cases or any Case that is undeliverable or does not reach a claimant because of an incorrect or changed address. Cases depicted in Program marketing, including, but not limited to, any website, social post, or other imagery, is used for illustrative purposes only, and actual Case design may vary. Limit of one (1) Case per person. Sponsor will attempt to fulfill all properly claimed Cases within approximately four (4) weeks after the applicable Redemption Period.

- 5. GENERAL:** The Program Parties do not assume any responsibility for any disruption in the Program, including, but not limited to, the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Program materials and these Terms & Conditions, these Terms & Conditions shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Program by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Program by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Program. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Program should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper administration of the Program.
- 6. CONDUCT:** The Program Parties are not responsible for the actions of claimants in connection with the Program, including claimants' attempts to circumvent the Terms & Conditions or otherwise interfere

with the administration, security, fairness, integrity or proper conduct of the Program. The Program Parties reserve the right, at their sole discretion, to disqualify any individual who is found to be, or suspected of, acting in any manner deemed by the Program Parties to be in violation of the Terms & Conditions, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the Claim process or the operation of the Program. CAUTION: ANY ATTEMPT BY A USER, YOU, OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROGRAM PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **WAIVERS AND DISCLAIMERS:** The Program Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled Claims, URLs, or emails; (b) any incorrect or inaccurate Claim information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Claims at any point in the operation of this Program; (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 Program; (e) inaccessibility or unavailability of the Internet, Hersheyland.com, the Website, any other related website, 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 Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of Claims, or in any other Program-related materials; or (f) any injury or damage to claimant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Program. If, for any reason, the Program (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 Program, then the Program Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Program in whole or in part.
8. **RELEASES:** All claimants, as a condition of participation in this Program, release, discharge, indemnify and hold harmless the Program Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, 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 Program, (ii) the receipt, ownership, use or misuse of the Case, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) claimant's submitted material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Program activity and/or Case.
9. **GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions or the rights and obligations of claimants, Sponsor or the Released Parties in connection with the Program will be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY PARTICIPATING IN THIS PROGRAM, CLAIMANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF

ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY CLAIMANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND CLAIMANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) CLAIMANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND CLAIMANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 10. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the Commonwealth of Pennsylvania, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Program shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the Commonwealth of Pennsylvania. The federal or state law that applies to these Terms & Conditions will also apply during the arbitration process. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the Commonwealth of Pennsylvania. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of claimant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 11. CLAIM INFORMATION AND PROGRAM COMMUNICATIONS:** As a condition of participating in the Program, each claimant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Program and to comply with applicable laws, regulations and rules. Any information claimant provides to Sponsor may be used to communicate with claimant in relation to this Program. By participating in the Program, claimant 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 Terms & Conditions, these Terms & Conditions shall control and govern.
- 12. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Terms & Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms & Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms & Conditions will not constitute a waiver of that provision. Claimants agree to waive any rights to claim ambiguity in these Terms & Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Terms & Conditions, the Terms & Conditions shall

prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 13. SPONSOR:** The Hershey Company, 19 East Chocolate Ave., Hershey, PA 17033. Reference to third parties in connection with the Program and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Program.
- 14. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.