

**HERSHEY’S: Happiness Is The Real Gold Sweepstakes 2026
Official Rules**

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **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.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TIKTOK.**

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

1. **ELIGIBILITY:** The HERSHEY’S: Happiness Is The Real Gold Sweepstakes 2026 (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of The Hershey Company (“Sponsor”), Publicis Groupe, Digitas, Agency D7, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes 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 the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. All federal, state, and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Sweepstakes begins at or about 12:00 a.m. (midnight) Eastern Time (“ET”) on February 13, 2026 and ends at 11:59 p.m. ET on March 22, 2026 (the “Sweepstakes Period”). The Sweepstakes Period is comprised of eleven (11) entry periods (each, an “Entry Period”) as set forth below:

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Random Drawing Date (on or about)
1	2/13/26	2/17/26	2/18/26
2	2/18/26	2/19/26	2/20/26
3	2/20/26	2/24/26	2/25/26
4	2/25/26	2/26/26	2/27/26
5	2/27/26	3/3/26	3/4/26
6	3/4/26	3/5/26	3/6/26
7	3/6/26	3/10/26	3/11/26
8	3/11/26	3/12/26	3/13/26
9	3/13/26	3/17/26	3/18/26
10	3/18/26	3/19/26	3/20/26
11	3/20/26	3/22/26	3/25/26

Non-winning entries made in an Entry Period **will** carry forward into subsequent Entry Periods. The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.

3. **HOW TO ENTER:** To enter the Sweepstakes, you must first create a video of yourself that shows how “happiness is the real gold” (your “Content”). No one other than you should appear in the Content, unless you have express permission from any such individual. Content must not include any minor children, unless you are the minor child(ren)’s parent/legal guardian.

Then, during the Sweepstakes Period, post your Content using one (1) of the following two (2) methods:

- **Instagram Post Method of Entry:** To participate and enter this Sweepstakes via Instagram, you will need to either visit Instagram.com or download the Instagram application from the mobile device’s app store and sign up for an Instagram account (“Instagram Account”), if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram’s terms of service and privacy notice, you cannot create an Instagram Account or participate in this Sweepstakes via this method.

During the Sweepstakes Period you must follow the steps below to enter:

- Log in to your Instagram Account;
- Become a follower of the @hersheys account (“Sponsor Instagram Account”) if you are not already a follower. You must still be following the Sponsor Instagram Account at the time of winner notification to be eligible;
- Create a new post on Instagram with your Content; and
- Include the hashtags #HersheyMedals and #Sweepstakes and @ mention the Sponsor Instagram Account as part of your post (collectively, an “Instagram Submission”).

NOTE: Sponsor may not see or receive Instagram Submissions that fail to strictly follow the posting instructions set forth in these Official Rules, and Sponsor is not responsible for failure to see or receive an Instagram Submission. Sponsor may not receive Instagram Submissions from Instagram users with “protected” updates (i.e., user has set their Instagram Account so that only people the user has approved can view their updates) due to the way Instagram operates its service. Be sure your Instagram Account is set to public. Instagram Submissions not seen or received by Sponsor will not be entered into the Sweepstakes.

By including the hashtags #HersheyMedals and #Sweepstakes with your Content and mentioning the Sponsor Instagram Account, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) entry into the Sweepstakes, subject to the limit below.

- **TikTok Post Method of Entry:** To participate and enter this Sweepstakes via TikTok, you will need to either visit TikTok.com or download the TikTok application from the mobile device’s app store and sign up for a TikTok account (“TikTok Account”), if you do not already have one. Creating a TikTok Account is free. By submitting your information and creating a TikTok Account, you will be required to agree to the TikTok terms of service and privacy policy. If you do not agree to TikTok’s terms of service and privacy notice, you cannot create a TikTok Account or participate in this Sweepstakes via this method.

During the Sweepstakes Period you must follow the steps below to enter:

- Log in to your TikTok Account;
- Become a follower of the @hershey account (“Sponsor TikTok Account”) if you are not already a follower. You must still be following the Sponsor TikTok Account at the time of winner notification to be eligible;
- Create a new post on TikTok with your Content; and
- Include the hashtags #HersheyMedals and #Sweepstakes and @ mention the Sponsor TikTok Account as part of your post (collectively, a “TikTok Submission”).

NOTE: Sponsor may not see or receive TikTok Submissions that fail to strictly follow the posting instructions set forth in these Official Rules, and Sponsor is not responsible for failure to see or receive an entry. Sponsor may not receive TikTok Submissions from TikTok users with “protected” updates (i.e., user has set their TikTok Account so that only people the user has approved can view their updates) due to the way TikTok operates its service. Be sure your TikTok Account is set to public. TikTok Submissions not seen or received by Sponsor will not be entered into the Sweepstakes. By including the Hashtag in your post and mentioning the Sponsor TikTok Account, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) entry into the Sweepstakes, subject to the limit below

The Sweepstakes Parties are not responsible for technical difficulties of any kind, or for any unavailability of Instagram or TikTok.

LIMIT: One (1) entry per person per method during the entire Sweepstakes Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, social media accounts, or otherwise may result in disqualification. Entries generated by artificial intelligence, script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries 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 an entrant, entry will be deemed submitted by the registered account holder of the social media account associated with such entry, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible.

4. Content Requirements: All Content (including any associated caption) must comply with the following restrictions:

- Content must be an original work;
- Content cannot have been published previously by any party other than the entrant;
- Content must be suitable for publication (i.e., may not be obscene or indecent);
- Content cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than those of The Hershey Company;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Content cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Content cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Content cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot describe or depict any illegal activity or violation of any state or federal law;
- Entrant must have permission from all individuals in the Content. If any minor children are included, the entrant must be such child(ren)’s parent or legal guardian;
- Content must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Content 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:

- gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
- the use of prostitution, pornography, nudity, profanity or other adult content, or violence; or
- the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Content must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

Sponsor reserves the right, at its sole discretion, to disqualify an entrant if his/her Content fails to comply with any of these Content Requirements or any other provision of these Official Rules.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property owned by a third party into their Content does so at their own risk. If Sponsor (or any social media platform) is duly notified that any element of an entrant’s Content infringes upon the rights of another person and/or receives a legally valid request to remove the affected Entry from the applicable platform because of such infringement, such Content may be disqualified from the Sweepstakes, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant’s Content has been or can be sufficiently cleared for legal purposes, and such entrant eligibility is verified. Each person who enters this Sweepstakes represents and warrants as follows: (i) the Content is the entrant’s own original, previously unpublished, and previously unproduced work; (ii) the Content 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; (iii) the Content does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Content 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 Sweepstakes 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 Content, entrant hereby grants permission for the Content, including the entrant’s Instagram/TikTok handle and public profile information, to be publicly posted, at Sponsor’s sole discretion. The Sweepstakes Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Content in its sole and absolute discretion.

- 5. SWEEPSTAKES DRAWING:** On or about each of the Random Drawing Dates set forth in the chart above, the Administrator will select the following number of potential winners in a random drawing from among all eligible Entries received during the applicable Entry Period:

Entry Period	Number of Potential Winners
1	6 Potential Prize Winners
2	6 Potential Prize Winners
3	6 Potential Prize Winners
4	6 Potential Prize Winners
5	6 Potential Prize Winners
6	6 Potential Prize Winners
7	6 Potential Prize Winners
8	6 Potential Prize Winners
9	6 Potential Prize Winners
10	6 Potential Prize Winners
11	10 Potential Prize Winners

6. **ODDS:** Odds of winning a prize depend on the total number of eligible Entries received during the applicable Entry Period, plus any non-winning Entries submitted in previous Entry Periods and carried forward.
7. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified via direct message on Instagram or TikTok, depending on method of entry, in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or any other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending the direct message. As part of the winner notification process, each potential winner will be required to complete and submit a prize redemption form ("Redemption Form") within three (3) days of date of notification, as a condition of receiving a prize. If any notification (including the Redemption Form) is returned as rejected, faulty, unclaimed or returned as undeliverable to a potential winner; or if any potential winner cannot be contacted within a reasonable time period, fails or refuses to complete and submit the Redemption Form within the required time period, and/or a potential winner is ineligible or otherwise fails to fully comply with these Official Rules; such potential winner will be disqualified and an alternate will be selected at random from among all remaining eligible entries, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor.

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of prizes set forth in these Official Rules, the winner(s) of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

8. **PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded in this Sweepstakes are:

Seventy (70) Prizes: Each prize is a limited-edition HERSHEY'S Chocolate medal. The approximate retail value ("ARV") of each prize is \$5.99. Seventy (70) total prizes are available in the Sweepstakes, six (6) per Entry Periods 1 – 10, and ten (10) in Entry Period 11.

Total ARV of all prizes available in the Sweepstakes is \$419.30.

Any depiction of a prize element in any marketing is for illustrative purposes only, and actual prize details/appearance may vary. Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "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). Each winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is used. The ARV of the prizes is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. Limit of one (1) prize per person. Sponsor will attempt to fulfill all properly-claimed prizes within approximately four (4) to six (6) weeks after winner verification.

- 9. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prizes to the winners. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner’s name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Sweepstakes 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 Sweepstakes 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 Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes.
- 10. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Sweepstakes, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 11. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (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 Sweepstakes; (e) inaccessibility or unavailability of the Internet or the 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social

networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (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 Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes in a random drawing from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.

12. RELEASES: All entrants, as a condition of participation in this Sweepstakes, release, discharge, indemnify and hold harmless the Sweepstakes Parties, Meta Platforms, Inc., Instagram, TikTok USDS Joint Venture LLC, 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 Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (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) entrant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

13. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes 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 ENTERING THE SWEEPSTAKES, ENTRANT 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 SWEEPSTAKES, OR ANY PRIZE AWARDED, 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 ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT 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.

14. 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 Sweepstakes 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 Official Rules will also apply during the arbitration. 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 entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 15. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant 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 Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list. By participating in the Sweepstakes, entrant 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 Official Rules, these Official Rules shall control and govern.
- 16. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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 Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. 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 Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.
- 17. WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by May 21, 2026 to: HERSHEY’S: Happiness Is The Real Gold Sweepstakes 2026 (12390) - Winners List Request, c/o Realtime Media, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.
- 18. SPONSOR:** The Hershey Company, 19 East Chocolate Ave., Hershey, PA 17033. Reference to third parties in connection with the prizes 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 Sweepstakes.
- 19. ADMINISTRATOR:** Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.