The Hershey Movie at Giant Eagle Sweepstakes
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.**

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 Movie at Giant Eagle Sweepstakes (the "Sweepstakes") is open only to legal residents of Pennsylvania, Ohio, West Virginia, Indiana, and Maryland who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of The Hershey Company ("Sponsor"), Giant Eagle, Inc., 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. In the event that a household, based on address, enters the Sweepstakes using more than five (5) unique email addresses, all of the Sweepstakes entries associated with that household (determined by Sponsor or Administrator in their sole discretion) will be disqualified. Void outside Pennsylvania, Ohio, West Virginia, Indiana, and Maryland and 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 p.m. Eastern Time ("ET") on November 12, 2026, and ends at 11:59:59 p.m. ET on December 9, 2026 (the "Sweepstakes Period"). The computer clock of the Administrator is the official time-keeping device for the Sweepstakes.

3. **HOW TO ENTER:** During the Sweepstakes Period, visit Hersheymovieatgianteagle.com (the "Website") and follow the on-screen instructions to participate. Upon visiting the Website, you must first complete the age-verification step by entering your date of birth to confirm your eligibility. Once verified, enter your valid email address. If the email address is not recognized, follow the instructions to complete and submit the registration form with your first name, last name, street address, city, state, ZIP Code, valid email address, date of birth, and any other information requested. Upon successful registration, you will receive one (1) entry into the Sweepstakes, subject to the entry limit below.

   ENTRY LIMIT: One (1) entry per person, per email address during the Sweepstakes Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, 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 directions 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 email address associated with such entry, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. 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. **SWEEPSTAKES DRAWINGS:** On or about December 10, 2026, the Administrator will conduct a random drawing from among all eligible entries received during the Sweepstakes Period to select eleven (11) potential winners. Drawing will be conducted by the Administrator, an independent judging organization, whose decisions are final and binding on all matters relating to the Sweepstakes.

5. **ODDS:** Odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period.

6. **WINNER NOTIFICATION/PRIZE CLAIMING:** Each potential winner will be notified via email (or other contact information) using the information provided at the time of entry in a commercially reasonable time after the drawing. Each potential winner must respond to the winner notification within five (5) calendar days of Sponsor's date of notification. The Sweepstakes Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Sweepstakes Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify a potential winner. Notification is deemed to have occurred immediately upon the sending of an email. If any notification is returned as rejected, faulty, unclaimed or returned as undeliverable to a potential winner; if any potential winner cannot be contacted or fails to respond within five (5) calendar days of Sponsor's date of notification; or if a potential winner is ineligible or otherwise fails to fully comply with these Official Rules, such potential winner will be disqualified and an alternate winner 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. Each potential winner will be required to complete, sign, and return a Declaration of Eligibility and Liability/Publicity Release (where permitted by law) (the "Declaration") within five (5) calendar days of the date the Declaration is sent to the potential winner. Failure to timely return the completed Declaration may result in disqualification and selection of an alternate winner as described above. 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 winners of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. **PRIZES/PRIZE RESTRICTIONS:** A total of eleven (11) prizes will be awarded in the Sweepstakes, as follows:

   Grand Prize (1): One (1) winner will receive one (1) $2,000 Hershey Entertainment and Resorts gift card. The approximate retail value ("ARV") of the Grand Prize is $2,000.

   First Prizes (5): Five (5) winners will each receive one (1) $500 Giant Eagle gift card. The ARV of each First Prize is $500.

   Second Prizes (5): Five (5) winners will each receive one (1) $100 Giant Eagle gift card. The ARV of each Second Prize is $100.

Total ARV of all prizes: $5,000.

All gift cards will be delivered digitally via email to the applicable winner. Gift cards are subject to the terms, conditions, restrictions, and limitations established by the applicable issuer. No more than one (1) prize may be won per person or household.

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, Sponsor may elect to provide the winner 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 value of the prize awarded to a winner will be reported for tax purposes as required by law. Any winner of a prize valued at $2,000 or more will be required to provide Sponsor with a valid social security number or tax identification number (via IRS Form W-9) before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of such winner for the actual value of the prize received, as required by law. 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 one (1) prize per person and per household. Sponsor will attempt to fulfill prizes within approximately four (4) to six (6) weeks after winner verification.

8. **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.

9. **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.

10. **WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled entries, 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.

11. **RELEASES:** All entrants, as a condition of participation in this Sweepstakes, release, discharge, indemnify and hold harmless the Sweepstakes 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 Sweepstakes; (ii) the receipt, ownership, use or misuse of any prize awarded; (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.

12. **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.

13. **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.

14. **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 an 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, each 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.

15. **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.

16. **WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by February 10, 2027, to: The Hershey Movie at Giant Eagle Sweepstakes (12670) – Winners List Request, c/o Realtime Media, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.

17. **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.

18. **ADMINISTRATOR:** Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.

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