

Hershey's Gift Set Giveaway Terms & Conditions: Official Rules

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

1. **ENTRY PERIOD.** Entries in the Hershey's Gift Set Sweepstakes (the "Promotion") will be accepted between 3/21/24 at 10:00AM EST and 3/26/24 at 11:59PM EST.
2. **ELIGIBILITY.** The Promotion is open to legal residents of the United States who are at least 18 years of age or older and the age of majority in their jurisdiction of residence at the time of entry. Employees of Sponsor, its affiliates, parents, subsidiaries, divisions, and advertising and promotion agencies (the "Promotion Entities"), their immediate families (parent, child, sibling, and spouse), and persons living in the same households of such individuals (whether related or not), are not eligible to participate in the Promotion.
3. **HOW TO ENTER.** Like the applicable post. Follow @gongchatea. Comment as directed. Each valid comment is one entry.
4. **SELECTION OF WINNERS**One (1) winner will be chosen completely at random and contacted via Instagram DMs on 3/27/24 with 24 hours to accept or decline the offer before another winner is chosen. If any Potential Winner does not respond to notification within forty-eight (48) hours or does not provide their name and address to claim the Prize, an alternate Winner will be chosen.
5. **PRIZE.** Each Winner will receive a a Cookies 'n' Creme gift box. (approximate retail value \$54) + value of any optional prizes.

Federal, state, and local taxes are solely the responsibility of the Winner. Prize is nontransferable and no substitution or cash equivalent is allowed except in the Sponsor's sole discretion. Should Prize become unavailable for any reason, Sponsor reserves the right to substitute a prize of the same approximate retail value.

6. **ODDS.** Odds of winning depend on the number of eligible entries. Sponsor cannot predict the number of entries.
7. **GENERAL CONDITIONS.** No purchase necessary. Void where prohibited. Any entrant suspected of tampering with or disrupting any aspect of the Promotion will be disqualified. All decisions of Sponsor are final. By your participation in the Promotion, you (i) agree to be bound by these Official Rules, and (ii) agree to release, indemnify, and hold the Promotion Entities, Meta Platforms, Inc., and Carbonate Inc. harmless from any and all claims, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from your participation in the Promotion, or from your acceptance, possession, use, or misuse of any Prize.
8. **LIMITATION OF LIABILITY.** **SPONSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE PRIZES. SOME JURISDICTIONS MAY NOT PERMIT LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO DETERMINE IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.** Sponsor is not responsible for late, lost, misdirected, incomplete, or unintelligible entries, including entries not received because of interrupted or unavailable network servers, failed communications networks or equipment, computer hardware or software, or other errors or malfunctions whether human, mechanical, or electronic. Should Sponsor, in its sole discretion, determine that the Promotion has been compromised by virus, bugs, hackers, or other causes beyond its control, Sponsor reserves the right to terminate or revise the Promotion and choose the Winners in a fair and reasonable manner from among all eligible entries submitted prior to termination.

9. **Governing Law.** All disputes concerning the construction, interpretation, validity, effect, and enforceability of these Official Rules will be governed by the laws of the Commonwealth of Massachusetts, United States without regard to conflicts of laws provisions. Entrant (i) agrees that exclusive jurisdiction over any legal action arising out of or in connection with the Promotion will be in state or federal courts located in Boston, Massachusetts, and by entering consents to such jurisdiction and venue; (ii) consents to resolve any such claims individually and without resort to class action; and (iii) agrees that all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees or punitive, incidental, consequential, or any damages other than actual out-of-pocket expenses.
10. **PRIVACY.** With the exception of Winner's name, city, and state, entrants' information collected by Sponsor solely in connection with the Promotion will not be shared with unaffiliated third parties.
11. **WINNERS LIST.** For the name, city, and state of Winners, write to Sponsor at the below address no later than 3/28/24
12. **SPONSOR.** The Sponsor of the Promotion is Gong cha Americas Inc., 200 Clarendon Street, Boston, Massachusetts 02116. Please direct any questions or comments about the Promotion to Sponsor.

This Promotion is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Inc., or its Facebook and Instagram platforms.