

## HERSHEYPARK SEASON PASS LOYALTY PROGRAM TERMS AND CONDITIONS

**Effective Date: August 1, 2024**

PLEASE CAREFULLY READ THESE HERSHEY PARK AMUSEMENT PARK SEASON PASS HOLDER LOYALTY PROGRAM (“PROGRAM”) TERMS AND CONDITIONS. INDIVIDUALS WHO HAVE A VALID 2024 HERSHEY PARK SEASON PASS OF VALUE ARE ELIGIBLE TO PARTICIPATE IN THE PROGRAM (“PARTICIPANTS”).

PARTICIPANTS AND PARTICIPANTS’ PARENTS OR LEGAL GUARDIANS, IF APPLICABLE, ACKNOWLEDGE HAVING READ THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM AND THE DECISIONS OF HERSHEY ENTERTAINMENT & RESORTS COMPANY WHICH ARE FINAL, AND FURTHER WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THESE TERMS AND CONDITIONS. IF PARTICIPANTS OR PARTICIPANTS’ PARENTS OR LEGAL GUARDIANS, IF APPLICABLE, DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEY SHOULD NOT PARTICIPATE IN THE PROGRAM OR ACCEPT AND/OR REDEEM ANY OF THE PRIZES.

PARTICIPANTS AND PARTICIPANTS’ PARENTS OR LEGAL GUARDIANS, IF APPLICABLE, EXPRESSLY AGREE THAT HERSHEY ENTERTAINMENT & RESORTS COMPANY MAY PROVIDE UPDATES, NOTICES, DISCLOSURES, AND AMENDMENTS TO THE PROGRAM, THESE TERMS AND CONDITIONS, AND OTHER INFORMATION RELATING TO THE PROGRAM BY ELECTRONIC MEANS, INCLUDING EMAIL OR BY POSTING SUCH INFORMATION AND MATERIALS ONLINE AT [HTTPS://WWW.HERSHEYPARK.COM/INFO/LOYALTY.PHP](https://www.hersheypark.com/info/loyalty.php)

### **1. Program Terms and Conditions and Administration.**

These Program Terms and Conditions apply to each Participant’s access to, and participation in, the Program, which is operated by Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033 (“HE&R”). These Terms and Conditions do not alter in any way the terms or conditions of any other agreement a Participant may have with HE&R for other products or services, including any agreement related to the purchase and use of their Season Pass(es). If this Program is promoted or administered on Facebook, X (formerly Twitter), Instagram, or any other social media platform (collectively “Social Media Platforms”), Participants understand that it is in no way sponsored, endorsed, or administered by, or associated with those Social Media Platforms.

### **2. Eligibility.**

Individuals who have a valid 2024 *Hersheypark* amusement park Season Pass of value, including Bite Size, Full Size, King Size, and Giant Size season passes are eligible to participate in the Program. Pre-K Passes and *Summer Fun* Card holders are not eligible to participate in the Program. Employees and vendors of HE&R who are able to access and enjoy *Hersheypark* using their valid employee or vendor ID are not eligible to participate in the Program. THE PROGRAM IS NOT TARGETED TOWARDS, AND IS NOT INTENDED FOR PARTICIPATION BY, ELIGIBLE SEASON PASS HOLDERS UNDER THE AGE OF 13. HE&R must have a valid email address for Program Participants. Details about the Program, earned Points (defined in Section 4), and Prizes (defined in Section 5) will be sent via email to the email address associated with the applicable Season Pass(es) (“Participant Email”). To provide a different email address to be used in connection with a particular Season Pass, please visit Ticketing Services located near the main entrance to *Hersheypark*. The

information provided will only be used for the purposes of the Program and as otherwise expressly agreed to by the Participant, subject to HE&R's privacy policy. Additionally, Participants can track their Points via their *HPGO* account in the *Hersheypark* app. For details about how to set up an *HPGO* account, please refer to the "How do I set up an *HPGO* account?" FAQ located at <https://www.hersheypark.com/info/faqs.php?search=Hpgo%20>

### 3. **How to Participate.**

Participants will automatically earn Points by Visiting *Hersheypark* between August 5, 2024 and September 2, 2024 ("Program Period"). "Visiting" and "Visits" are defined as a Participant's initial valid entry scan of their Season Pass at the Front Gate to enter the Park on any day during the Program Period. Participants will only receive the applicable Points the first time they scan their Season Pass to enter *Hersheypark* on any day during the Program Period, regardless of how many times they enter or exit the Park.

### 4. **How to Earn Points.**

The Prizes (defined in Section 5) that are available to Participants are based on the number of points that are earned ("Points") during the Program Period. Earning a Prize is contingent upon fulfilling all requirements set forth in these Terms and Conditions. By Visiting *Hersheypark* during the Program Period, Participants can earn Points as follows:

4.1. **Park Entry Points:** Participants will automatically earn **10,000 points** each day they Visit *Hersheypark* during the Program Period ("Entry Points").

4.2. **Challenges:** Participants can earn additional Points on top of the Entry Points by completing any or all of the Program challenges set forth below ("Challenge[s]"). The Points for a specific Challenge can only be earned one (1) time during the Program Period.

4.2.1. **Evening Entry Challenge.** Visit *Hersheypark* for the first time that day on or after 5:00 PM to earn an extra 10,000 Points.

4.2.2. **Time Shifter Challenge.** Visit *Hersheypark* two (2) days in a row, the first day entering on or after 5:00 PM and the next day entering before 12:00 PM, to earn 30,000 Points.

4.2.3. **Sunday Fun-Day Challenge.** Visit *Hersheypark* two (2) Sundays throughout the Program Period to earn 50,000 Points.

4.2.4. **Weekday Warrior Challenge.** Visit *Hersheypark* any five (5) or more weekdays (Monday - Thursday) during the Program Period to earn 75,000 Points.

4.2.5. **HP Connoisseur Challenge.** Visit *Hersheypark* at least five (5) times within seven (7) consecutive days during the Program Period to earn 100,000 Points.

4.3. **Bonus Days:** Participants can earn the additional bonus days Points set forth below by Visiting *Hersheypark* on days specifically designated by HE&R as Bonus Days during the Program Period ("Bonus Days").

- 4.3.1. **Bonus Days:** Visit *Hersheypark* during a designated “Bonus Day” and earn an extra **10,000 points**. Participants will be notified via the Participant Email by 1:00 PM on the day of a designated Bonus Day. Designated Bonus Days will be solely determined by HE&R. For example, if, at 1:00 PM on August 20, 2024, HE&R designates August 20, 2024 as a Bonus Day, all Participants who Visit on August 20, 2024, regardless of entry time, will receive the extra 10,000 Bonus Day Bonus Points. Participants also have the option to opt-in to receive text messages at <https://www.hersheypark.com/info/loyalty.php#sign-up> to receive notifications about Bonus Days. Consent to receive text messages is not a requirement or condition to participate in the Program. Message and data rates may apply. Message frequency varies. Text HELP for help. Text STOP at any time to opt out and a confirmation message will be sent.

5. **Prizes.**

Participants will receive the prizes below based on the number of Points they earned during the Program Period (“Prizes”). Participants will receive emails via the Participant Email about their Prizes starting on or about September 13, 2024. EACH LEVEL 1-5 PRIZE CAN ONLY BE EARNED ONE (1) TIME DURING THE PROGRAM PERIOD. PRIZES, INCLUDING THE GRAND PRIZES (DEFINED BELOW), EARNED OR WON BY PARTICIPANTS UNDER THE AGE OF 18 MUST BE REDEEMED BY A PARENT OR LEGAL GUARDIAN.

- 5.1. **Level 1.** Participants who have earned **10,000 Points** will receive a one-time 30% Off Discount for *Character Central* OR *Kisses Boutique* stores that can be used with any purchase of \$50.00 or more. Level 1 Prize expires on October 6, 2024.

- 5.1.1. \*Valid only at *Character Central* and *Kisses Boutique* stores. The 30% Off Coupon will be automatically added to applicable Season Passes. To redeem, present valid Season Pass in person at time of purchase. Coupon has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Not valid in combination with any other discounts, coupons, or promotions, including the Season Pass Holder discount. Not valid toward gift card purchases, tax, or as price adjustments on prior purchases. Valid only at time of purchase for one time use only until the expiration date of October 6, 2024. Coupon cannot not be reproduced or sold and is not available for use online. Coupon is valid during regular *Character Central* and *Kisses Boutique* public operating hours. Other restrictions may apply.

- 5.2. **Level 2.** Participants who have earned **30,000 Points** will receive a complimentary Bring-A-Friend *Hersheypark* Ticket in addition to the Level 1 Prize already received. Level 2 Prize expires on November 3, 2024.

- 5.2.1. \*Bring-A-Friend *Hersheypark* Ticket will be sent to applicable Participants via email. Ticket cannot not be traded, sold, or reproduced. Ticket has no cash value, is not redeemable for cash or credit, is not replaceable if lost or stolen, and is non-refundable. Ticket provides one person with free, one-time, one-day admission to *Hersheypark*, subject to the same rights and responsibilities as apply to any other *Hersheypark* guest. Valid for one time use only until the expiration date of November 3, 2024. Ticket is valid during regular *Hersheypark* public operating hours. Other restrictions may apply.

- 5.3. **Level 3.** Participants who have earned **100,000 Points** will receive a Free Bucket of Fries Voucher that will allow them to get a bucket of fries at the dining locations listed below in addition to the Level 1 and Level 2 Prizes already received. Level 3 Prize expires on October 6, 2024.
- 5.3.1. \*Valid for either one Bucket of Fries at *Milton's Ice Cream Parlor* or one Family Bucket of Crab Fries at *Chickie's & Pete's*. Voucher will be automatically added to applicable Season Passes. To redeem, present valid Season Pass in person at time of purchase. Voucher has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Not valid in combination with any other discount, coupon, or promotion, including the Season Pass Holder discount. Valid only at time of purchase for one time use only until expiration date of October 6, 2024. Voucher may not be reproduced or sold. Voucher is valid during regular *Hersheypark* public operating hours. Other restrictions may apply.
- 5.4. **Level 4.** Participants who have earned **150,000 Points** will receive a voucher for one (1) thirty minutes of unlimited free play at *Overlook Arcade* as outlined below, in addition to the Level 1-3 Prizes already received. Level 4 Prize expires October 6, 2024.
- 5.4.1. \*Valid only for one use at *Overlook Arcade*. A QR code will be emailed to applicable Participants. To redeem, present the QR Code with valid Season Pass in person at *Overlook Arcade* at the time of purchasing a *Hersheypark Time Play Card*. The QR Code for redemption has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, and is non-refundable. Not valid in combination with any other discounts, coupons, or promotions, including the Season Pass Holder discount. Not valid toward gift card purchases, tax, or as price adjustments on prior purchases. Valid only at time of purchasing a *Time Play Card* in person for one time use only until the expiration date of October 6, 2024. QR Code cannot not be traded, sold, or reproduced and is not able to be redeemed online. *Time Play Cards* are valid any day during the 2024 public operating season. Lost or stolen *Time Play Cards* cannot be refunded or replaced. Other restrictions may apply.
- 5.5. **Level 5.** Participants who have earned **200,000 Points** will receive an All Day, Season Pass Loyalty Challenge *Fast Track* Voucher that will allow them to enter the attractions listed below one (1) time using the designated *Fast Track* lane in addition to the Level 1-4 Prizes already received. Valid only for one time use only until the expiration date of October 6, 2024.
- 5.5.1. \*All Day, Season Pass Loyalty Challenge *Fast Track* Voucher valid for one (1) use on each of the following *Fast Track* attractions: *Candymonium*, *Great Bear*, *Hershey Triple Tower (Hershey's Kisses, Reese's & Hershey's)*, *Lightning Racer*, *Skyrush*, *Trailblazer*, and *Wildcat's Revenge*. Voucher has no cash value, is not redeemable for cash or credit, is not transferable, is not replaceable if lost or stolen, is non-refundable, and cannot be upgraded. Applicable Participants will receive an email with a voucher to redeem at HPGO kiosks inside *Hersheypark*. Voucher may not be traded, sold, or

reproduced. To redeem, upon entry to *Hersheypark*, visit any in-Park *HPGO* kiosk to scan the voucher and receive an *HPGO* wristband. *HPGO* kiosks are available throughout the Park. Subject to all requirements and restrictions for each attraction, including height requirements and health recommendations.

5.6. **Grand Prizes.** NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE QUALIFYING PARTICIPANTS' CHANCES OF WINNING. Only Participants who have a valid 2024 Season Pass of value that was purchased prior to August 1, 2024, are eligible for this grand prize portion of the Program. Eligible Participants who have earned 250,000 Points during the Program Period will automatically receive one (1) entry for a chance to be randomly selected to win a free 2025 Hersheypark Giant Size Season Pass ("Grand Prize"), which has an approximate retail value of \$485.00. In the event a Grand Prize winner ("Grand Prize Winner") already purchased a 2025 Season Pass prior to August 1, 2024, the Grand Prize Winner will receive a refund for the value the Grand Prize Winner paid for the 2025 Season Pass, regardless of pass size.

- **Odds of Winning a Grand Prize.** The odds of winning a Grand Prize depend solely on the total number of eligible Grand Prize entries earned by eligible Participants and received by HE&R during the Program Period.
- **Selection of Grand Prize Winners.** Five (5) Grand Prize Winners in total will be selected from eligible entries on or about Monday, September 9, 2024, and Grand Prize Winners will be notified within a reasonable amount of time after the selection of the Grand Prize Winners. After the Grand Prize Winners are chosen, alternate(s) will be selected on an as-needed basis in the event that a Grand Prize Winner is ineligible, declines the Grand Prize, or cannot be located. Grand Prize Winner notification will be sent to each Grand Prize Winner via email with instructions for redemption.

Grand Prize Winners and/or a Grand Prize Winner's parent or legal guardian, if applicable, will be required to sign and return a Winner's Affidavit of Eligibility and Release at the time of the award of the Grand Prize, or the Grand Prize will be forfeited.

- **Additional Grand Prize Conditions.** Grand Prize is awarded only to the Grand Prize Winner, is not transferable, and cannot be assigned or given to another person. Grand Prize cannot be traded, sold, or reproduced. Grand Prize has no cash value, is not redeemable for cash or credit, is not replaceable if lost or stolen, and is non-refundable. Grand Prize provides the Grand Prize Winner with free, unlimited admission to *Hersheypark* and Giant Size Season Pass Holder benefits, subject to the same terms and conditions, rights, and responsibilities as apply to any other *Hersheypark* guest and Giant Size Season Pass Holder. Grand Prize valid for one-time redemption only and must be redeemed prior to January 1, 2025. Grand Prize is valid during regular *Hersheypark* public operating hours during the 2025 operating season. Other restrictions may apply.

THERE ARE NO PARTICIPATION FEES ASSOCIATED WITH THE PROGRAM. ALL PRIZES, INCLUDING GRAND PRIZES, ARE SUBJECT TO VERIFICATION, AVAILABILITY, CHANGE, OR CANCELLATION WITHOUT PRIOR NOTICE. ANY INTERPRETATION OF THE PRIZES SHALL BE MADE WITHIN HE&R'S SOLE DISCRETION. SOME PRIZES MAY BE LIMITED BY CERTAIN DATES, ATTRACTIONS, AND FOOD AND BEVERAGE LOCATIONS. PRIZES MAY NOT BE COMBINED WITH ANY OTHER DISCOUNTS OR BENEFITS, INCLUDING THE SEASON PASS HOLDER DISCOUNT. PRIZES EARNED ARE PROMOTIONAL, HAVE NO CASH VALUE, AND CANNOT BE EXCHANGED OR REDEEMED FOR CASH. PARTICIPANTS ARE RESPONSIBLE FOR ALL COSTS NOT SPECIFICALLY INCLUDED IN A PRIZE. NO PRIZE SUBSTITUTIONS, ASSIGNMENTS, EXCHANGES, OR CASH EQUIVALENTS WILL BE PERMITTED BY PARTICIPANTS, EXCEPT THAT HE&R RESERVES THE RIGHT TO SUBSTITUTE A PRIZE OF COMPARABLE OR GREATER VALUE, OR CHANGE THE DATES OF REDEMPTION OR EXPIRATION, IF DEEMED NECESSARY BY HE&R IN ITS SOLE DISCRETION. HE&R WILL NOT BE RESPONSIBLE FOR LIMITATIONS THAT PREVENT ACCEPTANCE OR USE OF THE PRIZES OR ANY PORTION THEREOF. PRIZE REDEMPTION EXPIRATION DATES ARE SET FORTH IN THIS SECTION 5. VISIT [WWW.HERSHEYPARK.COM](http://WWW.HERSHEYPARK.COM) FOR DETAILS ON HOURS OF OPERATION.

6. **Electronic Transactions and Communications.**

HE&R is not responsible for electronic transactions and communications regarding the Program that are lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected or for problems of any kind whether mechanical or human. HE&R is not responsible for late, lost, damaged, misdirected, illegible, or incomplete electronic transactions and communications, including missed or inaccurate scans of Season Passes. Furthermore, HE&R is not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software or other technical failures, unauthorized human intervention, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate identification of Participant information regardless of cause.

7. **Number of Participants Receiving Prizes.**

With the exception of the Grand Prize, every eligible Participant who successfully earns the Points as set forth in these Terms and Conditions will receive the applicable Prize(s). Five (5) eligible Participants will win and receive the Grand Prize.

8. **Program Changes and Cancellation.**

HE&R reserves the right to change, modify, discontinue, or cancel the Program or any part of the Program, at any time and in its sole discretion, without notice to Participants.

9. **Publicity Release/Grant of Use.**

By participating in the Program, Participants grant HE&R a non-exclusive, irrevocable, fully paid, universal license to use their name, voice, image, or likeness in any media now known or hereafter devised without any further right of approval or compensation, and Participant hereby releases HE&R and the Social Media Platforms, and their respective owners, directors, officers, partners, employees, licensees, agents, affiliated companies, successors and assigns (collectively, the "Released Parties") from any liability with respect thereto. By participating in the Program, Participants acknowledge and agree that their participation, name, voice, image, or likeness may be made available to the public by HE&R.

10. **General Liability Release.**

By participating in the Program, Participants agree to release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, claims, losses, injuries, liabilities, or damages of any kind arising out of or in connection with, or due in whole or in part, directly or indirectly, whether caused by negligence or not, from participation in the Program or any Program-related activity; receipt, possession, use or misuse of the Prizes; any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement; unauthorized human intervention in any part of the Program; and electronic or human error which may occur in the administration of the Program. PRIZES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, and HE&R has not made any warranty, representation, or guarantee express or implied, in fact or in law, with respect to the Prizes, including, without limitation, to the quality or fitness for a particular purpose of the Prizes.

11. **Additional Restrictions and General Conditions.**

HE&R is not responsible for any typographical or other error in the advertising for the Program, administration of the Program, or in the announcements or distribution of the Prizes. HE&R is not responsible if the Program or portions of the Program cannot take place or if the Prizes cannot be awarded or used due to cancellations, delays, or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal, state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within HE&R's control (each a "Force Majeure" event or occurrence). Without notice to Participants, HE&R reserves the right to suspend communication to any Participant Email and/or suspend or terminate a Season Pass Holder account and/or participation in the Program if HE&R determines, in its sole discretion, that Participant has violated these Terms and Conditions or that Participant's earning of Points is unauthorized, deceptive, fraudulent, or otherwise unlawful. In the event that a Participant's participation in the Program is terminated, all accrued Points will be void.

12. **Binding Arbitration.**

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms and Conditions and participation in the Program (including the acceptance and redemption of any or all of the Prizes) (collectively, "Program Disputes"). For all Program Disputes, Participants and Participants' parents or legal guardians, if applicable, agree to first send a written description of their dispute to Hersheypark via the Contact Form at <https://www.hersheypark.com/contact/contact-form.php> to allow HE&R an opportunity to resolve the Program Dispute. Participants and HE&R each agree to negotiate the Program Dispute in good faith. If the Program Dispute cannot be resolved within sixty (60) days, the Program Dispute (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration. Except where prohibited by law, as a condition of participating in this Program, Participants agree under no circumstances will they be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g., costs associated with participating in this Program), and Participants further waive all rights to have damages multiplied or increased.

13. **Class Action Waiver and Jury Waiver.**

Participants agree that any proceeding, whether in arbitration or court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between a Participant and HE&R that this class action waiver is unenforceable, the arbitration agreement in Section 12 will be void only as to that

Participant. If for any reason a claim proceeds in court rather than through arbitration, the Participant and HE&R each waive any right to a jury trial.

14. **Governing Law.**

Except where prohibited by law, this Program shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Participants hereto consent and agree that all legal proceedings relating to the subject matter of this Program shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and Participants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

15. **Severability.**

If any provision or part of a provision of these Terms and Conditions is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

16. **Compliance with Laws.**

Participants who redeem a Prize(s) are responsible for compliance with all applicable rules, laws, and regulations, including, but not limited to, payment of applicable federal, state, and local income taxes.

17. **Prize Recipient List/Terms & Conditions Request.**

For the name of Prize recipients and/or to obtain a copy of these Terms & Conditions, please send a detailed request, noting the name HERSHEY PARK SEASON PASS HOLDER LOYALTY CHALLENGE, and requestor's contact information to <https://www.hersheypark.com/contact/contact-form.php> within thirty (30) days after the conclusion of the Program Period.