

**THE BEARS' DEN TUESDAY NIGHT TRIVIA  
OFFICIAL RULES**

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

Hershey Entertainment & Resorts Company ("HE&R") presents the *The Bears' Den* Tuesday Night Trivia ("Contest"). If this Contest is promoted or administered on Facebook, X (formerly Twitter), Instagram, or any other social media platform (collectively "Social Media Platforms"), entrants understand that it is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants understand that they are providing their information to HE&R and not to any Social Media Platform. The information provided will only be used for the purposes of the Contest and as otherwise expressly agreed to by each entrant, subject to HE&R's privacy policy. HE&R reserves the right to discontinue the Contest without notice for any reason and to modify or extend the Contest Periods (defined in Section 1), as determined in its sole discretion.

- 1. CONTEST OVERVIEW.** The Contest will be conducted from 6:00 PM to 8:00 PM ET each applicable Tuesday evening (each, a "Contest Period"), during which time eligible Entrants (defined below) will have the opportunity to participate in the Contest for a chance to win select prizes by correctly answering trivia questions individually or as a team. The Contest is subject to all applicable federal, state, and local laws and regulations.
- 2. ELIGIBILITY.** The Contest is open to legal residents of the United States of America (excluding Rhode Island) who are age 18 or older and of the age of majority in their state of residence at the time of entry, and who are in attendance at a Tuesday night trivia event at *The Bears' Den* Restaurant & Sports Bar located in *Hershey Lodge* resort at 325 University Drive, Hershey, Pennsylvania 17033 during the Contest Periods, except that employees, officers, and directors of HE&R and its parent companies, subsidiaries, or any advertising agencies or promotional suppliers, and the immediate family members ([step-]children, spouse, [step-]siblings, [step-]parents) of each are not eligible to enter or win. Void where prohibited or restricted by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and HE&R's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN.** Each Contest Period begins at 6:00 PM and ends at 8:00 PM ET on select Tuesday evenings. **To Enter:** Eligible individuals who are in attendance at *The Bears' Den* during a Contest Period will be given the opportunity individually or as a team to answer trivia questions (each an "Entrant", collectively, the "Entrants"). In no event will entries be accepted after a Contest Period.
- 4. THE CONTEST.** During a Contest Period, Entrants will participate in a trivia contest subject to the procedures, terms, and rules located at <https://www.cnptrivia.com/play>.

All of HE&R's decisions regarding the Contest, including the trivia questions and answers, are final and binding. No other method of entry will be accepted. By participating in the Contest, all Entrants agree to be bound by these Official Rules and the decisions of HE&R, which are final, and further agree waive any right to claim ambiguity in the Official Rules. Entrants who fail to comply with any of these Official Rules may be disqualified from the Contest at the sole discretion of HE&R. Furthermore, HE&R retains the right to disqualify any Entrant for offensive, inappropriate, unsportsmanlike, disruptive, or obscene behavior, or failure to comply with applicable federal, state, and local laws and regulations, and/or these Official Rules and/or other HE&R rules and policies.

- 5. PRIZE.** Each Contest winner(s) ("Winner") will receive a miscellaneous prize item ("Prize[s]"). The approximate retail value of each Prize is up to \$25.00.

All costs not specifically included in the Prizes including, but not limited to lodging, transportation costs, gratuities, incidentals, meals, taxes, and other expenses incurred by accepting a Prize are the sole responsibility of the Winner. Prizes are not redeemable for cash. Any interpretation of a Prize shall be made within the HE&R's sole discretion. Prizes are not transferable. Restrictions and blackout dates may apply. Applicable Prizes must be redeemed on the date and at the time listed within the Prize description. No Prize substitutions, exchanges, or cash equivalents will be permitted by a Prize Winner, except that HE&R reserves the right to substitute a Prize of comparable or greater value, or change the dates of redemption, if deemed necessary in its sole discretion. HE&R shall not be responsible

for Prize Winner limitations that prevent the acceptance or use of a Prize or any portion thereof. Limit one (1) Prize per person, family, or household each Contest Period. Each Prize Winner may be required to sign and return a Winner's Affidavit of Eligibility and Release at the time of the award of a Prize.

6. **PUBLICITY RELEASE/GRANT OF USE.** By participating in the Contest, Entrants 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 Entrants 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 Contest, Entrants acknowledge and agree that their participation, name, voice, image, or likeness may be made available to the public by HE&R.
7. **GENERAL LIABILITY RELEASE.** By participating in the Contest, each Entrant agrees 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 Contest or any Contest-related activity; receipt, possession, use or misuse of any Prize; 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 entry process or the Contest; and electronic or human error which may occur in the administration of the Contest. 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 a Prize, including, without limitation, to the quality or fitness for a particular purpose of the Prize.
8. **ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** Entrants who fail to comply with any of the Official Rules of the Contest may be disqualified from the Contest at the sole discretion of HE&R. HE&R is not responsible for any typographical or other error in the advertising for the Contest, administration of the Contest, or in the announcement of Prizes. HE&R is not responsible if a Contest Period cannot take place or if a Prize 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). CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST (OR ANY PORTION THEREOF) MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, HE&R RESERVES THE RIGHT TO DISQUALIFY AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW OR IN EQUITY.
9. **DISPUTES.** Except where prohibited by law, as a condition of participating in this Contest, Entrants 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 Entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Contest), and Entrants further waive all rights to have damages multiplied or increased.
10. **GOVERNING LAW.** Except where prohibited by law, this Contest shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Entrants hereto consent and agree that all legal proceedings relating to the subject matter of this Contest 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 Entrants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
11. **TAXES.** Prize Winners 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.
12. **SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.