

# ZOOAMERICA ANIMAL OF THE MONTH SWEEPSTAKES

## 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 *ZooAmerica* Animal of the Month Sweepstakes (“Sweepstakes”). If this Sweepstakes is promoted on Facebook, X (formerly Twitter), Instagram, or any other social media platform (collectively “Social Media Platforms”), Entrants and Entrants’ parents or legal guardians, if applicable, understand that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants and their parents or legal guardians, if applicable, 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 Sweepstakes and as otherwise expressly agreed to by each Entrant and Entrant’s parent or legal guardian, if applicable, subject to HE&R’s privacy policy. HE&R reserves the right to cancel the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period (defined in Section 2), as determined in its sole discretion.

- 1. ELIGIBILITY.** The Sweepstakes is open only to legal residents of the United States of America (excluding Rhode Island) at the time of entry (“Entrants”), except that employees, officers, and directors of HE&R, 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. Entrants under age 18 must have one parent or legal guardian who is 18 years of age or older and of the age of majority in their state of residence at the time of entry to enter them into the Sweepstakes. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws and regulations. Participation constitutes Entrant’s and their parent’s or legal guardian’s, if applicable, full and unconditional agreement to these Official Rules and HE&R’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN.** Sweepstakes begins at 10:00 AM EDT on Sunday, October 1, 2023, and ends at 4:30 PM EDT on Monday, September 30, 2024 (“Sweepstakes Period”). The Sweepstakes Period is divided into twelve (12) calendar month entry periods (each, an “Entry Period”).

To Enter: Entrants who meet the eligibility requirements will be entered in the Sweepstakes by visiting *ZooAmerica* North American Wildlife Park in Hershey, PA on an operating day during an Entry Period (“Visit”) and providing their name to a *ZooAmerica* representative on an entry form (“Entry Form”). Entrant’s parent or legal guardian who is age 18 or older must fill out and submit the Entry Form.

All Entry Forms submitted must be received during the applicable Entry Period in order to be considered. Those seeking to enter into the Sweepstakes without paying admission to enter *ZooAmerica* may come to the *ZooAmerica* front gate to fill out and submit an Entry Form.

- 3. ENTRIES.** One (1) entry per person per Visit. Once submitted, all Entry Forms will become the sole and exclusive property of HE&R, will not be acknowledged or returned, and cannot be changed, altered, revised, or modified. HE&R is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, or misdirected entries, or other errors of any kind, whether human or otherwise, including without limitation, the incorrect or inaccurate capture of entry information regardless of cause. Failure to follow any instructions provided by HE&R or to submit an Entry Form within the applicable Entry Period may result in disqualification from the Sweepstakes. HE&R reserves the right to disqualify any entry that has been incorrectly completed and/or submitted. Any attempt by an individual to enter more than once during any one (1) Visit are void.
- 4. PRIZE.** Each Entry Period, one (1) prize winner (“Winner”) will receive a plushie corresponding with the Entry Period’s *ZooAmerica* Animal of the Month (each, a “Prize”), which has an approximate retail value of \$25.00. Prizes may vary. Twelve (12) monthly Prizes will be awarded throughout the Sweepstakes Period with a total approximate retail value of \$300.00. If Winner is under age 18, Prize will be awarded to Winner’s parent or

legal guardian. Prize Winner and Winner's parent or legal guardian, if applicable, are responsible for all costs not specifically included in the Prize including, but not limited to, transportation, gratuities, incidentals, and meals. The Prize is not redeemable for cash. Any interpretation of the Prize shall be made within the HE&R's sole discretion. The Prize is not transferable. The same restrictions that apply to any other guest at an HE&R owned or operated property will apply to the Winner. No Prize substitutions, exchanges, or cash equivalents will be permitted by the Prize Winner or Winner's parent or legal guardian, if applicable, except that HE&R reserves the right to substitute a Prize of comparable or greater value if deemed necessary by HE&R in its sole discretion. HE&R shall not be responsible for Prize Winner limitations that prevent the acceptance or use of the Prize or any portion thereof. A parent or legal guardian must accompany all guests under the age of eighteen (18).

5. **ODDS OF WINNING.** The odds of winning a Prize depend solely on the total number of eligible Entry Forms received by HE&R during the applicable Entry Period.
6. **SELECTION OF WINNER.** One (1) Prize Winner will be chosen on the last day of each calendar month during the Sweepstakes Period from a random drawing of all eligible Entry Forms received during the applicable monthly Entry Period. After a Prize Winner is chosen, alternate(s) will be selected on an as-needed basis in the event that any Winner is ineligible, declines the Prize, or cannot be located. Each monthly Winner will be notified by telephone and/or email after each Entry Period's drawing. Entrant does not need to be present to win. Each Prize is subject to verification. Each monthly Winner and/or 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 a Prize, or the Prize will be forfeited.
7. **PUBLICITY RELEASE/GRANT OF USE.** By entering this Sweepstakes, Entrants and Entrants' parents or legal guardians, if applicable, hereby grant HE&R a non-exclusive, irrevocable, fully paid, universal license to use their photo, name, voice, image, or likeness in any media now known or hereafter devised without any further right of approval or compensation, and Entrants and Entrants' parents or legal guardians, if applicable, hereby release 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 entering a Sweepstakes, Entrants acknowledge and agree that their participation, name, voice, image or likeness may be made available to the public by HE&R.
8. **GENERAL LIABILITY RELEASE.** By entering the Sweepstakes, each Entrant and Entrant's parent or legal guardian, if applicable, 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 Sweepstakes or any Sweepstakes-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 Sweepstakes; and electronic or human error which may occur in the administration of the Sweepstakes. 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 a Prize.
9. **ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** Entrants who fail to comply with any of the Official Rules of the Sweepstakes may be disqualified from the Sweepstakes at the sole discretion of HE&R. By entering this Sweepstakes, all Entrants and their parents or legal guardians, if applicable, acknowledge having read these Official Rules and agree to be bound by them and the decisions of HE&R or its duly authorized representative(s), and further waive any right to claim ambiguity in these Official Rules. HE&R is not responsible for any typographical or other error in the advertising for the Sweepstakes, administration of the Sweepstakes, or in the announcement of the Prizes. HE&R is not responsible if Sweepstakes 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).

- 10. DISPUTES.** Except where prohibited by law, as a condition of participating in this Sweepstakes it is agreed that under no circumstances will Entrants and/or their parents or legal guardians, if applicable, 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 participants actual out-of-pocket expenses (e.g., costs associated with entering this Sweepstakes), and participants further waive all rights to have damages multiplied or increased.
- 11. GOVERNING LAW.** Except where prohibited by law, this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Entrants and their parents or legal guardians, if applicable, hereto consent and agree that all legal proceedings relating to the subject matter of this Sweepstakes 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 and their parents or legal guardians, if applicable, consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
- 12. TAXES.** Each Prize Winner and Winner's parent or legal guardian, if applicable, 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.
- 13. WINNERS LIST/RULES REQUEST.** For the name of a Prize Winner and/or to obtain a copy of the Official Rules, please send your detailed request, noting the Entry Period for which you request the name of the Winner, and your contact information to [calgarrison@hersheypa.com](mailto:calgarrison@hersheypa.com) within 30 days of the date of the applicable Entry Period's drawing.
- 14. SPONSOR.** Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

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