

REESE'S FOOTBALL AT CIRCLE K MIDWEST SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN INDIANA, KENTUCKY, OHIO, OR TENNESSEE WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

The REESE'S Football at Circle K Midwest Sweepstakes ("Sweepstakes") is sponsored by The Hershey Company ("Sponsor"), 19 E. Chocolate Ave., Hershey, PA 17033 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 1, 2021 at 12:00:01 PM Eastern Time ("ET") and ends on November 2, 2021 at 11:59:59 PM ET (the "Sweepstakes Period"). The Sweepstakes consists of two (2) separate entry periods (each, an "Entry Period") as set forth below:

Entry Period	Start Date (at 12:00 AM ET except 9/1/21)	End Date (at 11:59:59 PM ET)	Random Drawing Date (on or about)
1	September 1, 2021 at 12:00:01 PM ET	October 5, 2021	October 6, 2021
2	October 6, 2021	November 2, 2021	November 3, 2021

Non-winning entries made in Entry Period 1 **will** carry forward to Entry Period 2. The Administrator's computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the United States residing in Indiana, Kentucky, Ohio, or Tennessee who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Circle K Stores, Inc., and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter:

A. Website: An eligible entrant may visit CircleKMWReeses.com ("Website") and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and ZIP Code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes.

B. At Participating Circle K Locations: An eligible entrant may enter the Sweepstakes by following the prompts on-screen at a participating Circle K location cash register to provide his/her mobile phone number associated with his/her registered Circle K Easy Rewards account. **NO PURCHASE IS NECESSARY to enter via this method.** If an entrant is not an existing registered member of the Circle K Easy Rewards program, but submitting his/her mobile phone number, he/she will be automatically enrolled in the Circle K Easy Rewards program. By submitting a mobile phone number, the entrant provides to Circle K their express written consent to receive text messages using automated technology in response to their request related to the Sweepstakes. If an entrant submits his/her mobile phone number to Circle K, he/she is consenting to receive marketing text messages using automated technology from Circle K beyond receiving an entry into this Sweepstakes. Consent to receive text messages is not required or a condition of any purchase. An entrant may, at any time, choose to stop receiving text messages from Circle K by sending an opt-out text message stating "STOP" to 855-276-1947. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP" to 855-276-1947.

Entry Limit: Regardless of method of entry, there is a limit of one (1) entry per person per day. If more than one (1) entry per day is received from the same person, telephone number and/or e-mail address, the entries will be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on September 1, 2021 when a day is defined as starting at 12:00:01 PM ET and ending at 11:59:59 PM ET.

NOTE: An eligible entrant may receive a link to the Website using a web-enabled mobile device and scanning the QR Code printed on marketing materials. Once the QR Code is scanned, the entrant will automatically receive a link to the Website on their mobile device. The entrant may then log on the Website in his/her browser and follow the entry steps set forth in this Section 3 to enter. An entrant is not required to scan a QR Code to participate and may go directly to the Website to enter. Note that an entrant cannot receive an entry into the Sweepstakes solely by scanning the QR Code.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

4. RANDOM DRAWINGS: On or around each of the Random Drawing Dates set forth in the chart in Section 1, the Administrator will randomly select two hundred and fifty (250) potential winners from all eligible entries received for the applicable Entry Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prizes (500 total, 250 per Entry Period): Each prize is a \$25 Circle K gift card ("Prize"). No more than five hundred (500) Prizes will be available in the Sweepstakes – two hundred and fifty (250) per Entry Period. The ARV of each Prize is \$25.

B. Total ARV: The total ARV of all Prizes available in the Sweepstakes is \$12,500.

C. Odds of Winning: The odds of winning a Prize depend on the number of eligible entries received for the applicable Entry Period.

D. General Conditions: The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions so the winners should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. The gift cards will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced.

There is a limit of one (1) Prize per person/household. In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received.

6. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules After the random drawing, Administrator will notify each potential winner via e-mail at the e-mail address provided at the time of registration, or if no e-mail address is on file associated with the potential winner's Circle K Easy Rewards account (if the winning entry was made via Circle K Easy Rewards phone entry as set forth in Section 3B), via phone at the phone number associated with the potential winner's Circle K Easy Rewards account. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, the respective Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries received for that Entry Period, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Upon verification of eligibility, Prizes will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Each Prize will only be awarded to a verified winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or

postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTE RESOLUTION:** Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be

limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

9. **PRIVACY:** Entry information provided is subject to the Sponsor's privacy policy, which is available at https://www.thehersheycompany.com/en_us/home/privacy-policy.html.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print

advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail

12. WINNERS LIST REQUESTS: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: REESE'S Football at Circle K Midwest Sweepstakes – Winners List Request (PL015478), P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than January 3, 2022.

Customer Service inquiries may be made at [Contact Us](#).

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