

**REESE'S CRUNCHY OR CREAMY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES BEGINS 12:00 A.M. MIDNIGHT EASTERN TIME (ET), NOVEMBER 17, 2006, AND ENDS 11:59 P.M. ET FEBRUARY 28, 2007, ("SWEEPSTAKES PERIOD"). SWEEPSTAKES ONLY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED.

1. HOW TO PLAY: No purchase necessary to participate in Sweepstakes.

Visit www.reeses.com (the "Web Site") during the Sweepstakes Period and follow the online registration instructions for entering the Web Site. To register, you may be asked to provide your name, address, date of birth and daytime phone number. After you have registered, click on the indicated icon, banner or text link to access the Sweepstakes page and vote for your favorite category of REESE'S candy – Crunchy or Creamy. Upon voting, you will be entered into the drawing for the Category in which you voted. Limit one (1) online entry per name per e-mail address per each consecutive twenty-four (24) hour period. The Hershey Company's ("Sponsor") computer is the official time keeping device for this sweepstakes. Proof of e-mailing does not constitute proof of delivery or entry. Any attempt to submit more than the maximum number of entries using multiple/different email addresses, identities or any other methods may void that participant's entry. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

2. SWEEPSTAKES DRAWING: Winners will be selected in a random drawing from among all eligible entries received for each Category. Drawing will be conducted on or about 3/9/07 by independent judging organization whose decisions are final and binding. Winners will be notified by mail and/or phone on

or about 3/15/07.

3. **PRIZES:** Grand Prize #1 – Crunchy Category: One (1) 2007 HUMMER® H3. Approximate Retail Value (ARV): \$37,000. Grand Prize #2 – Creamy Category: One (1) 2007 Corvette® Coupe. ARV: \$44,000. For both vehicles: Actual value of the vehicle will be determined by the fair market value of the vehicle at time of award, based on number of miles and condition, as solely determined by the Sponsor. Any difference between value stated herein and actual value of prize will not be awarded. Vehicle will be provided with standard equipment for make and model. Grand Prize winners do not have choice of vehicle color or vehicle options, and actual vehicle may differ from those shown in advertisements. Grand Prize winner will be required to show proof of current insurance and a currently valid driver's license at time of prize acceptance and pick up. Registration, title, licensing fees, taxes, insurance and costs associated with the vehicle, including any travel and transportation costs associated with collecting the vehicle, if applicable, are solely the responsibility of the Grand Prize winner. Sponsor is responsible for all transportation costs associated with the delivery of said vehicle to an authorized dealer reasonably close in proximity (as solely determined by Sponsor) to a Grand Prize winner's principal residence. Grand Prize winners must pick up vehicle within thirty (30) days of notification that vehicle is available, or prize may be forfeited. If a winner cannot accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Odds of winning a Sweepstakes prize depend upon the number of entries received for each Category. Limit one (1) prize per name, address and/or household.
5. **ELIGIBILITY:** Sweepstakes open only to legal residents of the 50 United States and D.C. (excluding Puerto Rico) who are 18 years of age or older at time of entry. Employees, officers and directors of Sponsor, its parent, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies, (and their respective IRS dependents, immediate family members [parents, children, siblings and spouse]) and individuals residing in their

same household (whether or not related) (collectively, "Sponsor and Sweepstakes Parties") are not eligible to participate or win. Employees, officers and directors of General Motors Corporation (and their respective IRS dependents, immediate family members [parents, children, siblings and spouse]) and individuals residing in their same household (whether or not related) are not eligible to participate or win.

6. **GENERAL TERMS:** No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash portions of the prize may not be redeemed for cash value (unless at the sole discretion of Sponsor). Mail received without a verifiable and legible return address may not be accepted at Sponsor's sole discretion. Void wherever prohibited or restricted by law. Prize winner will be solely responsible for all applicable federal, state and local taxes on prize. If applicable, winner may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited. Winner's first initial, last name, hometown and state will be disclosed on Winner's List, which will be distributed upon request and as required by law. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the judges. The entry information provided is subject to the Privacy Policy on the above stated Web site. To read that Policy, access the Web site and then access the Privacy Policy.

7. **WINNER NOTIFICATION:** All potential winners will be notified by mail at the address provided at the time of entry. If winner notification is returned as undeliverable without a forwarding address or if winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will result in forfeiture and an alternate winner may be selected. Winners will be required to sign and return an Affidavit of Eligibility/Liability with (where lawful) a Publicity Release within fourteen (14) days of attempted winner notification as indicated by the date

on the Affidavit. Failure to return any required documents within fourteen (14) days may result in prize forfeiture. If applicable, allow six (6) to eight (8) weeks for delivery of prize following completion of notification process. Prize will only be delivered to addresses within the United States.

8. **CONDITIONS:** All participants, as a condition of participation in the Sweepstakes, agree to release Sponsor and Sweepstakes Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons, including death or property, which may be sustained directly or indirectly with the receipt, ownership, use or misuse of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and Sweepstakes Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize, nor are in any manner responsible for any warranty, representation or guarantee, express or implied, in law or in fact, relative to the prize including, but not limited to, its quality, as well as any written standard limited warranty which may be provided with the prize by the manufacturer. Except where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media, now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional review, notification or compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

9. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility for a.) lost, illegible, late, misdirected, incomplete, mutilated or non-delivered mail, entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure, or jumbled, garbled, corrupted,

scrambled, delayed, or misdirected transmissions, or computer hardware or software, or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information; b.) any incorrect or inaccurate information, whether caused by Web site users, or by any equipment or programming associated with or utilized in this Sweepstakes; any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Sweepstakes or Web site, to be acting in violation of the terms of the Web site, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor is not responsible for injury or damage to participants' or any other person's computer, related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of Web site. If, for any reason, Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and determine winner from Internet entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute as to Plays submitted by Internet, authorized subscriber of e-mail account used to enter at actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be natural person who is assigned an e-mail address by an Internet Access Provider, online service provider, or other organization that is responsible for assigning e-mail addresses. It is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address during the Sweepstakes Period.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **DISPUTE RESOLUTION:** Except where prohibited, by participating, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(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 participant 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.
11. **WINNER'S NAMES:** For the names of the Winners, print your name and complete address on a 3"x5" piece of paper and mail in a first class-stamped envelope to: REESE'SCrunchy or Creamy Winner's List, P.O. Box 3450, Dept. 6961-700, Young America, MN 55558-3450, for receipt by March 15, 2007.
12. **SPONSOR:** The Hershey Company, 100 Crystal A Drive, Hershey, PA.

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