

**HERSHEY'S/ REESE'S ELVIS CUP INSTANT-WIN GAME  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE HERSHEY'S/ REESE'S ELVIS CUP INSTANT-WIN GAME**

**("GAME") BEGINS 12:00:00 A.M. EASTERN TIME (ET) (MIDNIGHT), JUNE 1, 2007 AND ENDS AT 11:59:59 P.M. ET, DECEMBER 31, 2007 ("GAME PERIOD") OR WHEN SUPPLIES ARE EXHAUSTED (WHICHEVER OCCURS FIRST). GAME 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 THE GAME:** Look for a game piece inside specially-marked packages of REESE'S Collector's Edition Elvis® Peanut Butter and Banana Creme Miniatures (11 ounce and 18.7 ounce bags) or look for a Game message on the inside of the wrapper of specially-marked REESE'S Collector's Edition Elvis® Peanut Butter and Banana Creme packages at participating stores (while supplies last). Not all products and package sizes may participate in all areas. (The Game piece and Game message inside specially-marked packages and wrappers, respectively, will hereafter collectively be referred to as "Game Piece"). **To request a free Game Piece and copy of the official rules**, while supplies last, mail a 3"x5" card containing your name and address, to be postmarked no later than January 2, 2008 and to be received by January 9, 2008, to: Hershey's/REESE'S Elvis® Cup Instant-Win Game Piece Request, P.O. Box 3890, Young America, MN 55558-3890. Limit one (1) free Game Piece per request per stamped outer envelope.

**TO SEE IF YOU ARE A WINNER:** Locate the prize message on your Game Piece. For Game Pieces inserted in specially-marked packages, gently unfold. For Game messages inside specially-marked wrappers, simply read the message on the inside of the wrapper. Instant-Win Prizes: If your Game Piece reads "YOU'VE WON" you win the stated prize (subject to verification). If your Game Piece reads "NOT AN INSTANT WINNER", see details for Second Chance Drawing, you have not won a prize. **TO CLAIM A PRIZE:** For Grand, First, and Second Prizes: Follow the instructions listed on the Game Piece to submit Game Piece for verification. For Third and Fourth Prizes: Attach the original potentially winning Game Piece to 3"x5" card with your name, complete address, date of birth, and daytime phone number neatly printed in ink. We recommend you retain a photocopy of the potentially winning Game Piece for your records. Mail your completed 3"x5" card with the firmly attached original winning Game Piece to: Hershey's/REESE'S Elvis Cup Instant-Win Game Prize Claim, P.O. Box 1050, Young America, MN 55594-1050. Grand, First, and Second Prize claims must be sent via registered mail only, return receipt requested. Claims for other prizes can be sent by regular first-class mail. **FOR ALL PRIZE CLAIMS:** All prize claims must be received by February 29, 2008. No facsimiles, copies or reproductions accepted. Proof of mailing does not constitute proof of delivery. All prize claims subject to verification by an independent judging organization. Sponsor is not responsible for mail, requests, prize claims, or second chance drawing entries that are late, lost, stolen, damaged, mutilated, separated, incomplete, illegible, postage due, or misdirected. Only one (1) person per winning Game Piece may claim prize.

**2. PRIZES: Grand Prize (1):** A 1957 Cadillac Replica Tribute Car and \$150,000 cash. Approximate Retail Value (ARV) of the car is \$225,000. Total ARV of the Grand Prize is \$375,000. Cash portion of Grand Prize will be awarded in the form of a wire transfer or check payable to winner. 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. Sponsor will determine the features of the vehicle in its discretion. Grand Prize winner does 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 insurance and a current valid driver's license at the time of prize acceptance and delivery. 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 a specified location close in proximity (as solely determined by Sponsor) to a Grand Prize winner's principal residence. Grand Prize winner 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\*: 1 in 22,208,704. **First Prize (1):** Trip for winner and three (3) guests to Graceland in Memphis, TN. Trip consists of: Round-trip coach class air transportation for winner and guests (from an airport near winner's home within the U.S.) to Memphis, TN, two (2) nights hotel accommodations in a themed suite at the Heartbreak Hotel, VIP tour for winner and guests of Graceland and passes to Sun Studio, STAX Museum of American Soul Music, The Memphis Rock 'n' Soul Museum, Ride the Ducks, and the Memphis Zoo, dinner for four (4) at EP Delta Kitchen and Bar on Beale Street (up to a \$350 value), lunch for four in the Elvis room at the Hard Rock Café (up to a \$200 value), \$500 cash (awarded in the form of a check, payable to winner) and a mid-size rental car for three (3) days (winner must possess a current valid driver's license, valid major credit card, meet age requirements of rental car company, and meet/comply with all terms and conditions of the rental car agency in order to rent vehicle; if winner does not qualify for rental car portion of prize, neither it nor its value will be awarded). Alcoholic beverages are not included in dinner or lunch portions of prize. If winner resides within 100 miles of Memphis, TN, ground transportation will be provided in lieu of air transportation. Travel must be completed by September 30, 2008. Winner must accept prize as specified by Sponsor or prize will be forfeited and may be awarded to an alternate winner. Selection of airport, airline, hotel and ground transportation and travel dates are at Sponsor's sole discretion. All other expenses not specifically mentioned herein are solely the responsibility of winner and guests. All travel and accommodations are subject to availability, change and restrictions. Winner and travel guests must travel on the same itinerary. Travel guests must sign and return a travel release before any ticketing or travel occurs. Winner and guests must have all necessary identification and/or travel documents (e.g. a valid U.S. driver's license) required for travel within the United States. ARV: Up to \$6,890. Actual value of a prize depends on city, day, and time of departure. Odds\*: 1 in 22,208,704. **Second Prizes (2):** One winner will receive a scarf owned by Elvis. One winner will receive a check signed by Elvis. Prize stated on the Game Piece will be awarded. ARV is \$2,500 each Second Prize. Sponsor neither warrants nor represents that prizes can be sold or traded for the stated value; actual value depends on market conditions which fluctuate. Odds\*: 1 in 11,104,352. **Third Prizes (10,000):** Elvis themed sunglasses. ARV is \$24.99. Odds\*: 1 in 2,221. **Fourth Prizes (10,000):** Elvis themed License Plate. ARV is \$7.99. Odds\*: 1 in 2,221. For All Prizes: The difference between any stated value and actual value will not be awarded to winner. \*Odds are calculated as of the

onset of the game and are based upon estimates of the number of packaging/Game Pieces produced; actual odds may vary during the game depending upon the actual number of packaging/Game Pieces in the marketplace at any given time. Limit one (1) Grand, First or Second Prize per person or household.

**3. SECOND CHANCE DRAWING:** Unclaimed Grand, First and Second Prizes (if any) as of February 29, 2008 will be awarded randomly in a second chance drawing to be held on or about March 7, 2008. All other unclaimed prizes will not be awarded. To enter, hand print your name, address, daytime and evening phone number and date of birth on a 3"x5" card, and mail in a first-class stamped envelope to: Hershey's/REESE'S Elvis® Cup Second Chance Drawing, P.O. Box 1102, Young America, MN 55594-1102. Entry must be postmarked no later than January 2, 2008 to be received by January 9, 2008 to be eligible. Enter as often as you wish, but each mail-in entry must be mailed separately in a hand-addressed, stamped outer envelope. No photocopied or mechanically reproduced entries will be accepted. Winners will be notified by mail or phone on or about March 14, 2008 (as specified in Rule #6). Odds of winning in the second chance drawing depend upon the number (if any) of unclaimed Grand, First and Second prizes and the number eligible entries received. Unclaimed Third and Fourth Prizes will not be awarded in the second chance drawing.

**4. ELIGIBILITY:** Game 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, Elvis Presley Enterprises LLC, and their parents, 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 Promotion Parties") are not eligible to participate or win.

**5. GENERAL TERMS:** Prizes cannot be transferred, assigned, substituted, or redeemed for cash, but Sponsor reserves right to substitute a prize with prize of equal or greater value should prize become unavailable. 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 the 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 participants as a condition of entry agree to be bound by these Official Rules and the decisions of Sponsor and its authorized judging agencies (the "Judges") whose decisions in all aspects of this Game shall be final. You are not a winner until your potentially winning Game Piece has been timely received and verified by the Judges in accordance with these Official Rules, or you have been notified that you are a potential winner in the second chance drawing, and you have fully complied with these Official Rules.

**6. WINNER NOTIFICATION:** For Grand, First and Second Prizes, potential winners will be verified and notified at the end of the Game. All potential winners will be notified by

mail at the address or by phone at the number provided at the time of entry or claiming prize. 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. Grand, First, and Second Prize winners will be required to sign and return an Affidavit of Eligibility/Liability & Travel Release (if applicable) 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, and an alternate winner may be selected. If winner of a Grand, First or Second Prize is a minor in his/her state of residence, prize will be awarded to the winner's parent or legal guardian. For Third and Fourth Prizes, allow 8-12 weeks for delivery of prize following completion of notification process. Prizes will only be delivered to addresses within the United States.

**7. CONDITIONS:** All participants, as a condition of participation in the Game, agree to release Sponsor Promotion Parties, Elvis Presley Enterprises LLC, Boyd Coddington and General Motors 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 makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except for residents of Tennessee and 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.

**8. 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 Game 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.

**9. VERIFICATION:** All potentially winning Game Pieces are subject to verification at the sole discretion of the Judges. Only specially-marked Game Pieces distributed during the duration of the Game will be accepted and may not be combined with those from any other game. Anti-fraud detection devices may be used to verify winners. Game Pieces will be void if they fail to pass anti-fraud detection measures, or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, torn, stolen, unissued, unauthorized, traded, bartered, sold, illegitimately obtained or illegal

in any way, or if disassembled, or if they fail to contain authorized special markings and/or security codes, or if defective or if they contain printing or other mechanical errors or are printed or produced in error. No prizes will be awarded to the holder of a void Game Piece and Sponsor's sole liability in respect thereof will be to replace the void Game Piece with another randomly selected piece if Sponsor deems appropriate. If for any reason Sponsor determines in its sole discretion that the Game is no longer capable of running as intended by these rules for any reason whatsoever Sponsor may at its sole discretion cancel, suspend or modify the Game in whole or in part.

**10.** Game materials/Game Pieces are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if game materials/Game Pieces contain or are result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for regular official Game Piece is limited to replacement with free randomly selected official Game Piece, while supplies last. All submitted game materials/Game Pieces become property of Sponsor, and will not be returned. No more than stated number of prizes will be awarded. In the event that production, seeding, printing or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed in any prize category, Sponsor reserves right to award only the stated number of prizes.

**11. GAME END:** Game is scheduled to end on the earlier of December 31, 2007 or when the supply of specially-marked Hershey's/REESE'S Elvis® Cup Instant-Win Game Pieces has been exhausted, whichever occurs first.

**12. WINNER'S LIST/OFFICIAL RULES REQUESTS:** For the names of the major prize winners or a copy of the Official Rules print your name and complete address on a 3"x5" card and mail in a first class-stamped envelope to: Hershey's/REESE'S Elvis® Cup Instant-Win (Winners List or Official Rules, please specify), P.O. Box 3923, Young America, MN 55558-3923, by April 30, 2008.

**13. SPONSOR:** The Hershey Company, 100 Crystal A Drive, Hershey, PA.

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