

**HERSHEY'S/RITE AID "THE SWEETEST PLACE ON EARTH" SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. HERSHEY'S/RITE AID "THE SWEETEST PLACE ON EARTH" SWEEPSTAKES ("SWEEPSTAKES") BEGINS AT 12:00:00 A.M. EASTERN TIME (ET), APRIL 29, 2007 AND ENDS AT 11:59:59 P.M. ET, JUNE 2, 2007. SWEEPSTAKES ONLY OPEN TO LEGAL U.S. 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 ENTER: NO PURCHASE NECESSARY TO PARTICIPATE IN SWEEPSTAKES.

There are two (2) ways to enter. **INTERNET:** Visit www.hersheys.com/riteaid (the "Web Site") during the Sweepstakes Period and click on the icon, banner or text link to access the Sweepstakes entry page. Follow the online instructions to complete the Official Online Entry Form and submit as instructed to register for the Sweepstakes. Online entries must be received by no later than 11:59:59 p.m. ET on June 2, 2007 to be eligible to win. 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. 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. **MAIL:** Hand print your name, address, daytime and evening phone numbers, and date of birth on an entry form (available in Rite Aid's May Single Check Rebate directory at participating retail locations) or a 3" x 5" piece of paper and mail in a first-class stamped envelope to: HERSHEY'S/Rite Aid "The Sweetest Place On Earth" Sweepstakes, P.O. Box 1107, Young America, MN 55594-1107. All entries must be postmarked by June 4, 2007 and received no later than June 11, 2007 to be eligible for the drawing. Enter as often as you like, but each mail-in entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, stolen, postage due or misdirected entries or mail. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

2. PRIZE: GRAND PRIZE: One (1) Grand Prize of a trip for winner and three (3) guests to Hershey, PA will be awarded. Trip consists of round-trip coach class air transportation for winner and three (3) guests from an airport near winner's home within the U.S. to an airport near Hershey, PA; standard hotel accommodations (two (2) rooms, double occupancy) for two (2) nights; four (4) 2-day Sweet Access passes to HERSHEY PARK Entertainment Complex; and \$500 spending money (awarded in the form of a check, payable to winner). Travel must be completed by August 31, 2007. If Grand Prize winner resides within 250 miles of Hershey, PA, ground transportation may be substituted in lieu of air transportation at Sponsor's sole discretion. Selection of airline, airport, hotel and ground transportation is at Sponsor's sole discretion. All other expenses not specifically mentioned herein are solely the responsibility of winner and guests. All travel subject to availability and restrictions. Winner and travel guests must travel on same itinerary. Minors may accompany winner as travel guests only if minor's parent or legal guardian is present on the trip. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled events (including airline flights) beyond its control. Travel guests (or minor travel guest's parent or legal guardian) 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. Approximate Retail Value: Up to \$4,000, depending upon winner's point of travel origin. Any difference between stated prize value and actual prize value will not be awarded. Odds of winning a prize depend upon the number of entries received.

3. DRAWING: Winner will be selected in a random drawing from among all eligible entries received by an independent judging agency. Drawing will be conducted on or about June 13, 2007 by an independent judging agency whose decisions are final and binding.

4. ELIGIBILITY: Sweepstakes open only to legal U.S. residents of the 50 United States and D.C., who are 18 years of age or older at time of entry. Employees, officers and directors of Sponsor, Rite Aid Corporation, 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: 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 online 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.

6. WINNER NOTIFICATION: Potential winner 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. Grand Prize winner 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 document within fourteen (14) days may result in prize forfeiture, and an alternate winner may be selected.

7. CONDITIONS: All entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor and Promotion 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 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, winner grants 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. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility for (a) lost, illegible, late, misdirected, incomplete, mutilated, postage-due 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 or (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 entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute, 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, on-line 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.

9. 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, exemplary, 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

10. WINNER'S LIST: For the name of the winner, print your name and complete address on a 3"x5" card and mail in a first class-stamped envelope to: HERSHEY'S/Rite Aid "The Sweetest Place On Earth" Sweepstakes Winner's List Request, P.O. Box 3248, Dept. 6073-737, Young America, MN 55558-3248 by July 31, 2007.

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

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