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**KIT KAT® SUMMER 2018 TWITTER PROMOTION (“Promotion”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION BEGINS JUNE 1, 2018 AT 12:00:01 PM EASTERN TIME (“ET”) AND ENDS JULY 1, 2018 AT 11:59:59 PM ET OR AFTER ALL PRIZES ARE AWARDED, WHICHEVER OCCURS FIRST (“PROMOTION PERIOD”). PROMOTION ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

1. PROMOTION DESCRIPTION: During the Promotion Period, there will be five individual promotional giveaways (each a “Fire Drill”). The Hershey Company (“Sponsor”) will determine the specific start time for each Fire Drill. The Sponsor or Administrator will send out a public tweet for each Fire Drill on Twitter from @KitKat_US (each a “Tweet” or collectively, the “Tweets”) that will instruct entrants to respond to the Tweet and include hashtags (“Hashtags”) for each Fire Drill (defined below). To enter, an eligible entrant must follow the “How to Enter” instructions set forth below during the Promotion Period.

2. HOW TO ENTER: NO PURCHASE NECESSARY TO PARTICIPATE IN PROMOTION. During the Promotion Period, log into your Twitter account (or create a free account if you do not already have one), and visit the Kit Kat® Twitter page at @KitKat_US. Then “FOLLOW” the Kit Kat® Twitter page. After Sponsor sends out a Tweet, to enter, an entrant must respond to the Tweet with the Hashtags #MakeABreakForIt and #Sweepstakes (each an “Entry” and collectively, the “Entries”). The first 25 entrants to respond to the Tweet with the Hashtags will receive a direct message from @KitKat_US with a link to a redemption portal (“Website”). Entrants must click on the link to access the Website and enter his/her date of birth, Twitter Login (must be the same Twitter handle that entrant used to tweet), e-mail address, first name, last name (no initials), mailing address (no PO

Boxes), city, state, zip code, and phone number (“Required Information”). Entrants must click on the link to access the Website within 48 hours of receipt of the direct message. The first 25 entrants, who access the Website and complete the Required Information, will be deemed a potential winner pending confirmation and verification of the entrant’s eligibility and compliance with these Official Rules before being deemed a winner. Each Fire Drill will conclude after all prizes have been awarded for that particular Fire Drill. The details of the prizes to be awarded for the Fire Drills are set forth in Section 2 below. The prizes for each Fire Drill will be awarded in the exact order entrants complete the Required Information on the Website and are verified by Sponsor starting immediately after announcement of the Fire Drill, up to the first 25 verified winners for that specific Fire Drill. An entrant’s eligibility to win a prize is subject to confirmation and verification. Once all of the prizes for a Fire Drill have been awarded, no further prizes will be available for that Fire Drill. Entries do NOT carryover to subsequent Fire Drills and are only eligible for the Fire Drill in which the Entry is made. Limit one Entry per Twitter account per Fire Drill. Any attempt by any person to obtain more than the stated number of Entries by using multiple/different Twitter accounts or any other methods will void all of that person’s Entries. Administrator’s (defined below) computer is the official time keeping device for this Promotion. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. All potential winning Entries are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the message or Website should so indicate, unless and until entrant’s eligibility and potential winning Entry has been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Entry that occurs after the system has failed for any reason is deemed a defective Entry, is void, and will not be honored. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor. Use of Twitter will be subject to Twitter’s terms of service, which are available at:

<https://twitter.com/tos/>. Due to the way Twitter operates its services, all Entry tweets in response to a Fire Drill must be public in order for an Entry to be eligible.

IMPORTANT FOR ENTRANTS USING A MOBILE DEVICE TO PARTICIPATE IN THE PROMOTION: Use of a mobile device to participate in the Promotion is not required. In the event a mobile device is used, message and data rates may apply. Not all mobile telephone providers carry the service necessary to obtain a link to the Website to participate in the Promotion. Entrants should consult their wireless provider's pricing plans.

- 2. PRIZES (25 per Fire Drill; 125 prizes total):** There will be 25 prizes awarded per Fire Drill for a total of 125 prizes awarded during the Promotion Period. Each prize will consist of a one-year supply of Kit Kat® bars awarded as 365 Kit Kat® standard size bars (1.5 oz. each) (each a "Prize" and collectively, the "Prizes"). The approximate retail value ("ARV") of each Prize is \$400.

The total ARV of all Prizes is \$50,000.

Limit one Prize for all Fire Drills per name, Twitter account, and email address during the Promotion Period. SPONSOR WILL MAKE A GOOD FAITH ATTEMPT TO AWARD ALL PRIZES. IF, AFTER A GOOD-FAITH ATTEMPT, SPONSOR IS UNABLE TO AWARD OR DELIVER A PRIZE, THE PRIZE MAY NOT BE RE-AWARDED. Odds of winning depend on the random time when the Fire Drill starts, the number of entrants who participate, and the time when each entrant completes his/her Entry. If a Prize offered becomes unavailable for any reason, Sponsor reserves the right to provide an alternate prize of equal or greater value. Each Prize 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.

- 3. ELIGIBILITY:** Promotion is open only to legal residents of the United States residing in THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18

YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. Employees, officers and directors of Sponsor and PrizeLogic, LLC (“Administrator”), and all of their respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional 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.

4. 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). Void wherever prohibited by law. Prize winners will be solely responsible for all applicable federal, state and local taxes on the Prize awarded unless otherwise required by law. If applicable, winner(s) 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(s). Any portion of a Prize not accepted by winner(s) will be forfeited. Winner’s first name, last initial, 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. The Entry information provided and the Required Information submitted to the Website are subject to the Privacy Policy located at https://www.thehersheycompany.com/en_us/home/privacy-policy.html. To read that Policy, access the Website and then access the Privacy Policy.

5. WINNER NOTIFICATION: Potential winners will be notified via direct message on Twitter from @KitKat_US. If winner does not follow the instructions to redeem his/her Prize within 48 hours 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. Entrant must follow @KitKat_US on Twitter during the Promotion Period and for a period of 30 days thereafter for winner notification

purposes. If applicable, allow 6-8 weeks for delivery of the Prize following completion of notification process. Prize(s) will only be delivered to addresses within the United States.

6. CONDITIONS: All entrants, as a condition of entry into the Promotion, agree to release Sponsor, Twitter, Inc., 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 for 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. 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.

7. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility for: (a) lost, illegible, late, misdirected, incomplete, or non-delivered mail, Entries, post, tweets, comments or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, 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; and (b) any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Promotion; 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 Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Promotion or Website, to be acting in violation of the terms of the Website 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 entrants' or any other person's computer related to or resulting from participating in this Promotion or downloading or copying materials from or use of Website. If, for any reason, the Promotion, 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 Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Promotion, and determine winner from Internet entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical 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 winners. If for any reason, including but not limited to an administrative, printing, production, computer, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded for any prize according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received for that prize. In case of dispute as to Entries submitted, the authorized account holder of the

Twitter account used to enter will be deemed to be the entrant, and must comply with these Official Rules. The authorized account holder is deemed to be the natural person who is assigned the Twitter account by Twitter. Sponsor is not responsible for any change of Twitter account information, email address, mailing address and/or telephone number of entrants and it is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her Twitter account, e-mail address, mailing address and/or telephone number during the Promotion Period.

CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

- 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 Promotion 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. WINNER'S NAME: For the first initial, last name, hometown and state of the prize winners, mail in a self-addressed, first class-stamped envelope to: Kit Kat® Summer 2018 Twitter Promotion, PO Box 251328, West Bloomfield, MI 48325. All requests must be received by September 1, 2018.

10. SPONSOR: The Hershey Company, 100 Crystal A Drive, Hershey, PA 17033.

11. ADMINISTRATOR: PrizeLogic, LLC, 25200 Telegraph Rd., Suite 405, Southfield, MI 48033.

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