

HERSHEY®'S/TWIZZLERS "Backyard Makeover" SWEEPSTAKES

WYXB-FM/Indianapolis

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES ENTRY PERIOD BEGINS 12:01AM on JUNE 23, 2008 AND ENDS 11:59PM on JULY 9, 2008 (THE "SWEEPSTAKES PERIOD"). SWEEPSTAKES ONLY OPEN TO LEGAL U.S. RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AT THE 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.b1057.com (the "website") during the Sweepstakes Entry 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 sweepstakes. Online entries must be received by no later than 11:59 p.m. ET on July 9, 2008 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. 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. All entry information becomes the property of the Sponsor. **MAIL:** Hand print your name, address, daytime and evening phone number and date of birth on a 3" x 5" piece of paper and mail in a 1st class stamped envelope to CRN International, Twizzlers Backyard Makeover Contest Indianapolis, One Circular Ave, Hamden, CT 06514. All entries must postmarked by July 7, 2008 and received no later than July 9, 2008 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 The Hershey Company (“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.

- 2. PRIZES:** [1] Grand Prize. The Grand Prize consists of patio furniture; above-ground pool; patio heater; portable basketball system; and gas grill. Approximate retail value (ARV): \$4,000 (Total ARV \$4,000). The difference between any stated value and actual value will not be awarded to winner. 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. Drawing will be conducted on or about July 9, 2008 by CRN International whose decisions are final and binding.
- 4. ELIGIBILITY:** Sweepstakes open only to legal residents of 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, CRN International, WYXB-FM, and all of their respective 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 from WYXB-FM. 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 Website. To read that Policy, access the website and then access the Privacy Policy.

6. WINNER NOTIFICATION: Potential winner will be notified by phone at the phone number provided at the time of entry. If winner is not reachable at the phone number provided at time of entry and notification is unsuccessful 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. Daily 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 documents within fourteen (14) days may result in prize forfeiture, and an alternate winner may be selected. If applicable, allow 1 week for delivery of prize following completion of notification process. If winner of prize is a minor, prize will be awarded to the parent or legal guardian. Prize will only be delivered to addresses within the United States.

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), 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 b.) any incorrect or inaccurate information, whether caused by Website 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 website. 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 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 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 website. 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, 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 AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE 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 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 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

10. WINNER'S NAME: For the name of the Daily Prize Winners, send a self-addressed stamped envelope to: Twizzlers Contest Indianapolis/WYXB-FM, CRN International, One Circular Avenue, Hamden, CT 06514 by August 4, 2008.

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