

**MAN OF STEEL INVINCIBLE ALASKAN ADVENTURE CONTEST  
OFFICIAL CONTEST RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. DECLARATION AND RELEASE FORM WILL BE REQUIRED.**

**BY ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1. CONTEST PERIOD**

The MAN OF STEEL Invincible Alaskan Adventure contest (the "**Contest**") begins on April 29, 2013 at 9:00:00 AM Eastern Time ("**ET**") and ends on July 7, 2013 at 5:00:00 PM ET (the "**Contest Period**"). The Contest is sponsored by Hershey Canada Inc. (the "**Sponsor**"). There are two (2) parts to the Contest: (a) a series of draws from among the entries received during each week of the Contest Period; and, (b) a grand prize draw from among all entries received during the entire Contest Period. For the purposes of this Contest, "week" is defined as any calendar week during the Contest Period, beginning at 12:00:00 AM ET on the Monday and ending at 11:59:59 PM ET on the following Sunday, with the exception of the first week of the Contest Period which begins at 9:00:00 AM ET on the first day of the Contest Period and the last week of the Contest Period which ends at 5:00:00 PM ET on the last day of the Contest Period.

**2. ELIGIBILITY**

The Contest is open to legal residents of Canada who have reached the age of majority in the province or territory in which they reside as of the date of entry. Excluded from eligibility are officers, directors, employees, agents and representatives of Sponsor, Warner Bros. Entertainment Inc., any independent contest judging organization, each of their respective parent, affiliated and related companies, agencies, prize providers, suppliers of the materials and services related to this Contest (collectively "**Promotion Entities**"), and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

**3. HOW TO ENTER**

**NO PURCHASE NECESSARY TO ENTER OR WIN. NO PURCHASE NECESSARY TO OBTAIN A UPC CODE.** Internet access required. Although online access and an e-mail account are required in order to participate, no purchase is required in order to enter the Contest. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free e-mail accounts.

During the Contest Period, scan the QR Code on Contest advertising material, or visit [www.twizzlers.ca](http://www.twizzlers.ca) or [www.hersheys.ca](http://www.hersheys.ca) (each, the "**Contest Website**") and then follow the links and instructions to register yourself (including providing your full name, mailing address, telephone number and email address, and inputting the Universal Product Code for one of the Participating Products, as defined in Appendix A to these Official Contest Rules), accept the Official Contest Rules and enter the Contest (each an "**Entry**" or collectively, "**Entries**"). Limit: one (1) Entry per person and per day.

For the purposes of this Contest, “day” is defined as any 24-hour period beginning at 12:00:00 AM ET and ending at 11:59:59 PM ET during the same day during the Contest Period. Each Entry must be submitted separately by the entrant him or herself. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

#### 4. HOW TO WIN – WEEKLY PRIZES

To be eligible for a weekly prize, Entry must be received by 11:59:59 PM ET on the last day of that week (i.e. Sunday), with the exception of the last week of the Contest Period in which Entry must be received by 5:00:00 PM ET on the last day of the Contest Period. Each week, a random draw will be conducted from among all Entries received during the immediately preceding week. There is one (1) weekly prize to be awarded each week, for a total of ten (10) weekly prizes. The number of weekly prizes available to be won will diminish as they are awarded. Maximum of one (1) weekly prize per person. Entries received during a given week will not be carried forward into future weekly draws. All Entries received will be eligible for the grand prize draw described below. Odds of being selected as eligible to win a weekly prize will depend on the total number of eligible Entries received during the applicable week.

#### WEEKLY PRIZE DRAW SCHEDULE:

All weekly prize draws will take place at 10:00 AM ET in Toronto, Ontario in accordance with the schedule below:

Period	Begins	Ends	Draw Date
1	9:00:00 AM ET April 29, 2013	11:59:59 PM ET May 5, 2013	May 8, 2013
2	12:00:00 AM ET May 6, 2013	11:59:59 PM ET May 12, 2013	May 15, 2013
3	12:00:00 AM ET May 13, 2013	11:59:59 PM ET May 19, 2013	May 22, 2013
4	12:00:00 AM ET May 20, 2013	11:59:59 PM ET May 26, 2013	May 29, 2013
5	12:00:00 AM ET May 27, 2013	11:59:59 PM ET June 2, 2013	June 5, 2013
6	12:00:00 AM ET June 3, 2013	11:59:59 PM ET June 9, 2013	June 12, 2013
7	12:00:00 AM ET June 10, 2013	11:59:59 PM ET June 16, 2013	June 19, 2013
8	12:00:00 AM ET June 17, 2013	11:59:59 PM ET June 23, 2013	June 26, 2013
9	12:00:00 AM ET June 24, 2013	11:59:59 PM ET June 30, 2013	July 3, 2013
10	12:00:00 AM ET July 1, 2013	5:00:00 PM ET July 7, 2013	July 10, 2013

#### 5. HOW TO WIN – GRAND PRIZE

On July 12, 2013, at 3:00 PM ET in Toronto, Ontario, a random draw will be conducted from among all Entries received during the Contest Period. There is one (1) grand prize available to be won. Odds of

being selected as eligible to win the grand prize will depend on the total number of eligible Entries received during the Contest Period.

## 6. PRIZE CLAIM CONDITIONS

Selected entrants for any prize will be notified by telephone within five (5) business days of the applicable Draw Date at the telephone number provided by the entrant during Contest entry. Before being declared a winner, each selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered at a mutually convenient time by telephone. Each selected entrant will also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the document a written declaration and release form, releasing, defending, indemnifying and holding harmless the Promotion Entities from any liability, claims, demands, judgments, damages, injuries, lawsuits, causes of action, death, losses, costs and expenses in connection with the Contest or the use, misuse or possession of any prize (the “**Release**”).

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to: (i) respond to notification within five (5) business days of first attempt by Sponsor or Sponsor’s agent, (ii) provide proof of eligibility (if requested), (iii) return Release within the required time, (iv) correctly answer the skill-testing question, or (v) otherwise comply with these Official Contest Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate eligible entrant, who will be subject to disqualification in the same manner.

## 7. PRIZES

There are ten (10) weekly prizes available to be won, each consisting of one (1) inflatable theatre kit (approximate retail value (“**ARV**”) \$699 each) (each, a “**Weekly Prize**”, and collectively, the “**Weekly Prizes**”). The number of Weekly Prizes available will diminish as awarded.

There is one (1) grand prize available to be won, consisting of a trip to Alaska for four (4) people and including the following (the “**Grand Prize**”):

- return economy air transportation for four (4) people from the international airport closest to winner’s residence to Anchorage, Alaska, and ground transportation from the Anchorage airport to hotel;
- return rail transportation for four (4) people from Anchorage to Denali National Park;
- hotel accommodation for five (5) consecutive nights and six (6) consecutive days in Denali National Park (based on two (2) standard rooms with double occupancy; room and room tax only);
- hotel accommodation for two (2) consecutive nights and three (3) consecutive days in Anchorage, Alaska (based on two (2) standard rooms with double occupancy; room and room tax only);
- one (1) airplane excursion for four (4) people around Mount McKinley with a landing on one of its glaciers;
- one (1) whitewater rafting tour for four (4) people;
- one (1) backcountry 4-wheel safari for four (4) people; and,
- \$2,500.00 CAD spending money for the winner.

Total ARV of Grand Prize is \$18,400, based on sample Toronto departure. Actual retail value may vary depending on the date of booking, departure city, date of travel and changes in exchange rates. ARV of

Grand Prize determined as of December 5, 2012 and is subject to change. Grand Prize winner will not be entitled to the difference, if any, between stated and approximate retail value. If winner elects to travel without three (3) guests, no additional compensation will be awarded in lieu thereof. All bookings (flight and hotel) are subject to availability, changes in itinerary and other restrictions. Blackout dates may apply. Grand Prize winner and guest(s) will be responsible for all expenses not specifically described above as included in the Grand Prize, including but not limited to meals, in-room entertainment, insurance, tips and any other personal expenses. Winner is responsible for ensuring that all necessary travel documents and required permissions are obtained for him/her and by his/her guest prior to ticketing and otherwise in order to travel. Sponsor is not responsible if winner or guest(s) are denied access to the aircraft. In such an event, winner and/or guest(s) will be solely responsible for any expenses incurred and the Grand Prize may be forfeited, in whole or in part. Grand Prize winner must comply with all hotel check-in requirements including, without limitation, the presentation of a major credit card. Grand Prize winner and guests must travel together on the same itinerary on the dates required or the Grand Prize will be forfeited. If any guest is a minor, he/she must travel with and be accompanied at all times by a parent or legal guardian. Grand Prize trip must be booked through Sponsor's promotional agency and must be booked at least 6 weeks in advance of departure. Grand Prize trip must be completed prior to August 31, 2014. The Grand Prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program.

Prizes will be delivered only to verified winners in Canada. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Sponsor reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes. Sponsor makes no representations or warranties with respect to any prize. Weekly prizes include delivery to one Canadian address only, as supplied by selected winners. Any other costs or expenses associated with the prizes will be the responsibility of selected winners. Limit: One (1) Weekly Prize and one (1) Grand Prize per person and per household.

## **8. PERSONAL INFORMATION**

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you register with Sponsor and enter the Contest for the purposes of managing your user profile, administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The Contest Website is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. Personal information will be treated in accordance with Sponsor's privacy policy, which is available at [www.hersheys.ca](http://www.hersheys.ca).

By accepting a Prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Contest winner information may be used by the Sponsor to communicate about the Contest to its retailers and distributors.

## **9. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY**

Sponsor reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the "Régie") with respect to residents of Quebec, to terminate, suspend or modify this Contest or these Official Contest Rules, in whole or in part, at any time and without notice or obligation if, in Sponsor's

sole opinion, any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and subject only to the approval of the Régie in Quebec, void any suspect Entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Contest Rules; and/or (c) award the Prizes from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

## **10. GENERAL CONDITIONS**

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Contest Rules. Decisions of Sponsor and/or any independent contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Contest Rules is determined to be invalid or otherwise unenforceable, then the Official Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

## **11. LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT PROMOTION ENTITIES AND PARTICIPATING RETAILERS (COLLECTIVELY, THE "**RELEASEES**") HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE RELEASED, DEFENDED, INDEMNIFIED AND HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LAWSUITS, LEGAL PROCEEDINGS, COSTS, EXPENSES (INCLUDING ATTORNEYS FEES AND LEGAL COSTS), INJURIES, DEATH, LOSSES OR DAMAGES OF

ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) THE CONTEST OR PARTICIPATION IN THE CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, OR DEFAMATION, C) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE INCLUDING TRAVEL RELATED TO, DELIVERY OR DEFECTION, OR INABILITY TO USE OR PARTICIPATE IN, OR D) ERROR IN THESE OFFICIAL CONTEST RULES OR ANY CONTEST-RELATED MATERIALS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Releasees, and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **12. QUEBEC RESIDENTS ONLY**

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

Warner Bros. Entertainment Inc. and its parents, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of this Contest.

© 2013 Warner Bros. Entertainment Inc. All Rights Reserved.

MAN OF STEEL, SUPERMAN and all related characters and elements are trademarks of and © DC Comics.

## APPENDIX A

The following HERSHEY'S® products are Participating Products:

UNIT UPC CODE/ POP CUP	PRODUCT/PRODUIT	Size
0 56600 82530 7	Twizzlers® - Nibs® - Cherry / Twizzlers® - Nibs® - Cerise	75g
0 56600 82520 8	Twizzlers® - Nibs® - Licorice / Twizzlers® - Nibs® - Réglisse	75g
0 56600 82502 4	Twizzlers® - Strawberry / Twizzlers® - Fraise	90g
0 66259 80892 7	Jolly Rancher® Awesome Twosomes - Watermelon Green Apple & Cherry Orange / Jolly Rancher® Tandem Suprêmes - Melon d'eau Pomme Verte & Cerise Orange	60g
0 66259 80894 1	Jolly Rancher® Awesome Twosomes - Blue Raspberry Lemonade & Mango Strawberry / Jolly Rancher® Tandem Suprêmes - Framboise Bleue Limonade & Mangue Fraise	60g
0 66259 04349 6	Jolly Rancher® Awesome Twosomes - Watermelon Green Apple & Cherry Orange / Jolly Rancher® Tandem Suprêmes - Melon d'eau Pomme Verte & Cerise Orange	320g
0 56600 80906 2	Twizzlers® - Strawberries n' Crème / Twizzlers® - Fraises et Crème	343g
0 56600 81602 2	Twizzlers® - Strawberry / Twizzlers® - Fraise	454g
0 56600 81619 0	Twizzlers® - Licorice / Twizzlers® - Réglisse	375g
0 56600 80893 5	Twizzlers® - Sweet & Sour / Twizzlers® - Réglisse torsadé sucré-surette	343g
0 56600 81660 2	Twizzlers® - Pull-n-Peel® - Cherry / Twizzlers® - Tirez et Pelez <sup>MC</sup> - Cerises	396g
0 56600 80864 5	Twizzlers® - Assorted Twist Rainbow / Twizzlers® - Arc-en-ciel	350g
0 56600 81650 3	Twizzlers® - Super Nibs® - Cherry / Twizzlers® - Super Nibs® - Cerise	400g
0 56600 81630 5	Twizzlers® - Nibs® - Cherry / Twizzlers® - Nibs® - Cerise	400g
0 66259 04328 1	Jolly Rancher® Crunch 'n' Chew / Jolly Rancher® Croquez et Machez	184g
0 66259 80891 0	Jolly Rancher® Awesome Twosomes - Watermelon Green Apple & Cherry Orange / Jolly Rancher® Tandem Suprêmes - Melon d'eau Pomme Verte & Cerise Orange	184g
0 66259 80895 8	Jolly Rancher® Awesome Twosomes - Blue Raspberry Lemonade & Mango Strawberry / Jolly Rancher® Tandem Suprêmes - Framboise Bleue Limonade & Mangue Fraise	184g
0 66259 04250 5	Jolly Rancher® Hard Candy / Jolly Rancher® Bonbons Durs	198g
0 66259 04290 1	Jolly Rancher® Sours / Jolly Rancher® Surette	182g

**CONTEST MINI-RULES (do not include with full rules, only on advertising)**

**No purchase necessary.** Internet access and valid email account required. Contest starts April 29, 2013 and ends July 7, 2013 at 5pm ET. Contest open to legal residents of Canada age of majority or older. One (1) grand prize trip for four (4) available to be won consisting of a trip for four (4) to Alaska (ARV \$18,400 based on sample Toronto departure flight). Ten (10) weekly prizes available to be won (one (1) per week), each consisting of one (1) inflatable theatre kit (ARV \$699 ea). The number of weekly prizes available to be won will diminish as they are awarded. Odds of being selected as eligible to win the grand prize will depend on the total number of eligible entries received during the Contest Period. Odds of being selected as eligible to win a weekly prize will depend on the total number of eligible entries received during the applicable week. Mathematical skill-testing question required. For Official Contest Rules and to enter, visit [www.twizzlers.ca](http://www.twizzlers.ca). Void where prohibited. Sponsor: Hershey Canada Inc.

[Note: if featured on branded creative that is not TWIZZLERS, use [www.hersheys.ca](http://www.hersheys.ca) instead]

HBdocs - 13847318v8