

Who's Your Valentine Photo Contest
OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.** By submitting an entry to the **Who's Your Valentine Photo Contest**, you are agreeing to be bound by the following legal terms.
2. The **Who's Your Valentine Photo Contest** (the "Event") is sponsored by Mom It Forward, Inc., a Utah corporation ("Mom It Forward"). Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your area before participating in the Event to make sure that your participation is legal. You are responsible for all taxes and reporting related to any prize that you receive as part of the Event.
3. **ELIGIBILITY:** The Event is open to all individuals age 18 or older. Employees and contractors of Mom It Forward, The Hershey Company, or their agencies are not eligible to enter.
4. **HOW TO ENTER:** To enter, upload a jpeg-format photo, maximum file size 1 MB, via the designated webpage on the www.momitforward.com website, and provide the information indicated on that page:
 - Your first and last name
 - The first name of your valentine as shown in the photo that you upload
 - Your full address
 - Your phone number and email address
 - (optional) Your blog, website, and Twitter ID
 - A description of why you consider the person in the photo to be your valentine (maximum 500 characters)You must submit your photo and the above information (your "Entry") via the above website between February 5, 2012 and February 29, 2012 at 10:00 pm, Mountain Standard Time, midnight (the "Entry Period"). Multiple entries are permitted, but each entry must include a different photo. Submitted photos need not be taken during the Entry Period.
5. **GRANT OF RIGHTS:** By submitting an Entry, you consent, for yourself and on behalf of the person shown in any photo that you upload, to the use, by Mom It Forward, its affiliates, subsidiaries, parents, and licensees, of the photo and descriptive text contained within your entry, in connection with the Event or promotional or marketing activities of Mom It Forward or The Hershey Company, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

You also agree that if you select the checkbox on the entry form indicating that you grant the website permission to contact you with other offers, that your personal information may be shared with The Hershey Company or others who Mom It Forward deems may have offers of interest to you.
6. **WARRANTIES:** By submitting an Entry, you represent and warrant that:
 - (a) you have the permission and authorization of the person or persons shown in any photo that you upload to submit their name and image to the Event, and to grant the license granted above with respect to such person or persons;

- (b) the photo and the description within the Entry are your own original work;
- (c) the Entry does not contain material or images that are, in the sole judgment of Mom It Forward, obscene, inappropriate, offensive, or defamatory;
- (d) the Entry does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
- (e) the Entry does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information and that you will refrain from any activity that would comprise or diminish the operation of the Mom It Forward website;
- (f) the Entry does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- (g) the Entry does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

7. **WINNER SELECTION:** The staff of Mom It Forward (“Judges”) will select (a) one daily winner from among the Entries submitted for each day of the Entry Period; (b) four weekly winners at approximately weekly intervals during the Entry Period; and (c) one Grand Prize Winner. The Grand Prize Winner will be selected and announced on March 5, 2012. One Entry may be selected as a daily winner, a weekly winner, and as the Grand Prize winner.

The Judges will judge entries based on: (i) best interpretation of the theme “Who’s Your Valentine,” (ii) quality of the photograph; and (iii) creativity and appropriateness of the 500 character descriptive text provided with the photograph. Decisions of the Judges are final.

Each winner will be notified via email using the email address submitted with the winning Entry. Return of any notification email as “undeliverable” may result in disqualification of that Entry. In the event of disqualification of any potential winner, the prize will be forfeited and, in the case of weekly and Grand Prize winners, Judges will select an alternate winner. Mom It Forward is responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond its control.

The name, photograph, and descriptive text submitted by Winners will be posted to at least one of the Mom It Forward website, the Mom It Forward Facebook page, and/or the Mom It Forward email newsletter.

8. **LIMITATION OF LIABILITY:** By participating in the Event, you agree to release, indemnify and hold harmless Mom It Forward, The Hershey Company, and their respective affiliates, subsidiaries, assigns, advertising and promotions agencies, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively “Released Entities”) from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in the Event or inability to participate in the Event. Released Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, mobile device, cable, wireless, or unavailable network or server

connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected entries. Any compromise to the fair and proper conduct of this Event may result in the disqualification of an Entry, termination of the Event, or other remedial action, at the sole discretion of Mom It Forward.

9. PRIZE: Each of the 25 daily winners will receive two bags of Valentine's Hershey's Kisses Milk Chocolates (approximate retail value \$7.98); each of the four weekly winners will receive three bags of Valentine's Hershey's Kisses Milk Chocolates and two bags of Giant Hershey's Kisses (approximate retail value \$20.95); one Grand Prize Winner will receive seven bags of Valentine's Hershey's Kisses Milk Chocolates, four Giant Hershey's Kisses, one Kisses Brand Plush Interactive Bear, one Chocolate Lover's Pillow, and one Kisses Brand Recipe and Crafts Cookbook (approximate retail value \$83.74). Each prize will be shipped to the address provided by the winning entrant within 2 weeks of the date that the winner is announced.
10. WAIVER: By entering the Event, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.
11. LAW & JURISDICTION: You agree that these terms and the relationship between you and Mom It Forward shall be governed by the laws of the United States and the State of Utah. Any and all legal actions or claims arising in connection with this Event must be resolved individually, without resort to any form of class action, and must be brought in a court of competent jurisdiction in the State of Utah.
12. WINNERS LIST: A list of winners is available by sending a written request to Mom It Forward Valentine's Contest, c/o Wells IP Law, 299 S. Main St., Suite 1300, Salt Lake City, Utah 84111. Requests must be received no later than April 15, 2012.