

## UGI Utilities, Inc. Hersheypark® Waverider Summer One-Day Pass Sweepstakes Official Rules

UGI Utilities, Inc. is proud to offer the Hersheypark® Waverider Summer One-Day Pass Sweepstakes!

**HOW TO ENTER: NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** This Sweepstakes begins at 12:00AM ET on May 27, 2018 and ends at 11:59 PM ET on August 31, 2018 (“**Entry Period**”).

You may enter this Sweepstakes by logging into your Instagram® account and uploading a photo taken of or at the Hersheypark® Waverider ride in compliance with the terms and conditions of these Official Rules. In order for your uploaded photo to qualify you to enter the Sweepstakes, the photo and the circumstances surrounding your uploading the photo must satisfy the following conditions: (a) the “Photos Are Private” option in your Instagram® account must be set to “OFF”; (b) you must be following UGI Utilities on Instagram® (@ugiutilities or [www.instagram.com/ugiutilities](http://www.instagram.com/ugiutilities)); (c) the photo must be of or taken on location at the Hersheypark® Waverider ride (and must not be taken in violation of any of the ride safety requirements established by Hersheypark®); (d) the photo must be tagged with the #ugiwaverider hashtag; (e) the photo must be uploaded during the Entry Period; (f) the photo must be uploaded in accordance with Instagram®’s Terms of Use (<http://instagram.com/about/legal/terms/#>); and (g) any other terms or conditions of these Official Rules. Each uploaded photo that satisfies these Official Rules constitutes a single entry into the Sweepstakes. The odds of winning depend on the total number of qualifying entries. You are responsible for any fees associated with internet access, device usage charges, or any other charges incurred in connection with your entry.

**ELIGIBILITY:** This Sweepstakes is run by UGI Utilities, Inc. (“**Sponsor**”). This Sweepstakes is open only to persons who are 18 years of age as May 27, 2018, and who are legal residents of the United States. Employees, their immediate families, and household members (whether related or not), of Sponsor, and their affiliates, subsidiaries, divisions, advertising, judging, and promotion agencies, and respective employees of each (collectively “**Sponsor Parties**”) are not eligible. This Sweepstakes is subject to all United States federal, state, and local laws. Sponsor reserves the right to verify the eligibility qualifications of each Monthly Prize Winner (as defined below).

**DETERMINATION OF WINNER:** On a monthly basis during the Entry Period, Sponsor will randomly select one winner from all eligible entries received during the Entry Period (the “**Monthly Prize Winner**”) to win two regular one-day admission tickets to Hersheypark®. Monthly Prize Winners will be notified via Instagram® within five business days from the last day of the applicable calendar month during the Entry Period (i.e., five days after each of June 30, July 31, and August 31). Each winning entry will be confirmed by appropriate employees of Sponsor whose decisions are final on matters relating to this Sweepstakes. Sponsor is not responsible for any changes to a Monthly Prize Winner’s account information with Instagram® or other information which may interfere with winner notification. To qualify for a prize, a Monthly Prize Winner may be required to sign an Affidavit of Eligibility, Consent to Publicity, Liability Waiver, and federal and state tax release, all of which must be executed and returned within ten days of the issuance of notification or such other date set forth in the notification by Sponsor. Failure to comply with all instructions in a prize notification, or if a prize is not claimed within two weeks after prize notification or is returned as non-deliverable, may result in disqualification of the entry and the selection of an alternate Monthly Prize Winner.

Redemption of all prizes is subject to all standard terms, conditions and restrictions applicable on the day of issuance.

**PRIZE TERMS:** The Sponsor is not responsible if any prize is lost, stolen, destroyed, or used without permission. If a prize is lost or stolen, it will not be replaced. Prizes will be mailed to the Monthly Prize Winners at the mailing addresses provided to UGI by such Monthly Prize Winners. Any federal, state, and local taxes and any duties on a prize are the sole responsibility of the Monthly Prize Winner. Prizes are non-transferable. No substitution or transfer of prize is permitted except at Sponsor’s sole discretion.

**CONDITIONS OF ENTRY:** An eligible entrant must enter by uploading a photo to Instagram® as described in these Official Rules. Entries will be deemed to be submitted by the natural person acting as the authorized account holder of the applicable Instagram® account. All Entries submitted that are not in compliance with these Official Rules are void. Neither Sponsor, nor Sponsor Parties, assumes any responsibility for late, lost, illegible, misdirected or postage-due entries. Any entrant that provides materially false information shall be disqualified. By entering, entrants accept and agree to these Official Rules, including all eligibility requirements. All Entries become the property of Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor. By submitting any information or content to Sponsor Parties, including by uploading a photo and related information to Instagram® as described herein, you represent that you have the full legal right to provide such information and that use of the information by Sponsor Parties will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity; (b) violate any law, statute, ordinance, or regulation; or (c) constitute disclosure of any confidential information owned by any third party.

**RELEASE:** The information provided by Sponsor in connection with the Sweepstakes is for informational purposes only. Upon submission of your entry, or other material or information to Sponsor Parties in connection with this Sweepstakes, you grant Sponsor Parties a worldwide, perpetual, non-terminable, irrevocable, transferable, license to access, use, distribute, perform, reproduce, display, modify, create derivative works based upon, and sublicense such information and content for the purpose of providing the Sweepstakes, prizes and for all other business purposes of Sponsor.

By entering this Sweepstakes, you hereby certify that you have complied with all the rules of this Sweepstakes and that you have committed no fraud or deception in entering this Sweepstakes or in claiming any prize. By entering this Sweepstakes you grant Sponsor Parties the right to print, publish, broadcast, and use universe-wide in any media now known or later developed at any time or times, your name, Instagram® account name, portrait, picture, voice, likeness, and biographical information for any purpose, including for advertising and promotional purposes without additional consideration, except where prohibited by law.

BY ENTERING THE SWEEPSTAKES OR ACCEPTING ANY PRIZE, EACH ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND AGREES THAT SPONSOR PARTIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY, THE ENTRANT FOR ANY LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR ANY PRIZE RELATED ACTIVITY. SPONSOR PARTIES DISCLAIM ALL WARRANTIES AND THE SELECTED MONTHLY PRIZE WINNERS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD SPONSOR PARTIES, THEIR PARENT COMPANIES, THEIR AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY CLAIMS OF LIABILITY, LOSS OR DAMAGE, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND ATTORNEY'S DISBURSEMENTS) ARISING OUT OF OR INCURRED IN CONNECTION WITH THEIR PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE OR USE/MISUSE OF ANY PRIZE AWARDED BY SPONSOR.

SPONSOR PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR ANY PRIZE RELATED ACTIVITY, REGARDLESS OF LEGAL THEORY, EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF SPONSOR PARTIES IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR

PARTICIPATION IN THIS SWEEPSTAKES OR ANY PRIZE RELATED ACTIVITY EXCEED THE AMOUNT OF THE PRIZES.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, LLC, HERSHEY ENTERTAINMENT & RESORTS COMPANY, OR ANY OF THEIR AFFILIATES. YOU HEREBY AGREE TO RELEASE AND HOLD HARMLESS INSTAGRAM, LLC, HERSHEY ENTERTAINMENT & RESORTS COMPANY AND ANY OF THEIR AFFILIATES AND ITS AFFILIATES FROM ANY LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND IN CONNECTION WITH, EITHER DIRECTLY OR INDIRECTLY, THIS SWEEPSTAKES.

**GENERAL:** Sponsor Parties are not responsible or liable for any events beyond their control, which may cause this Sweepstakes to be stopped, including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error, filtering or traffic congestion on the internet or at any web site, insufficient space in an entrant's account to receive messages or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this giveaway or downloading any materials in this Sweepstakes. If, for any reason, this Sweepstakes is not capable of being conducted as planned, including due to tampering, unauthorized intervention, typographical errors, technical failures, fraud, low participation, or any other causes beyond the reasonable control of Sponsor Parties that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor Parties reserve the right at their sole discretion to cancel, terminate, modify, or suspend this Sweepstakes. Sponsor Parties reserve the right in their sole discretion to disqualify any individual found to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." ANY ACT OR ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ACT OR ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ACT OR ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**CHOICE OF LAW AND JURISDICTION:** All applicable federal, state, provincial and local laws and regulations apply. This Sweepstakes and all matters, issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants, Monthly Prize Winners, and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania of the United States, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the Commonwealth of Pennsylvania, located in Berks County, or the United States District Courts of the Commonwealth of Pennsylvania located in Berks County.

**SPONSOR AND WHO WON:** The Sponsor of this Sweepstakes is UGI Utilities, Inc. located at 2525 N. 12th Street, Reading, PA 19605. To find out who won this Sweepstakes, check UGI Utilities Instagram page (<https://www.instagram.com/ugiuutilities/>) or send a self-addressed stamped envelope to 2525 N. 12th Street, Reading, PA 19605, attention Marketing Department. Requests received after February 28, 2019 will not be honored.

**NAME REMOVAL:** By entering this Sweepstakes, you recognize and agree that the use of your Instagram® handle, contact information, and any other information collected is subject to Sponsor's Privacy Policy ([www.ugi.com/privacy-policy/](http://www.ugi.com/privacy-policy/)). **IF YOU DO NOT WISH TO RECEIVE AND WOULD LIKE**

**TO BE REMOVED FROM SUBSEQUENT MAILINGS REGARDING GAMES OR PROMOTIONS SPONSORED BY THE SPONSOR, CONTACT THE SPONSOR AT THE POSTAL ADDRESS ABOVE.**

Hershey Entertainment & Resorts Company (HE&R), owner and operator of the Hersheypark® Amusement Park, is neither a sponsor nor a prize provider of this promotion. Hersheypark® is a registered trademark used with permission. All rights reserved.

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