**GasBuddy Battle of the Snacks Sweepstakes**

**Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**OVERVIEW:** The GasBuddy Battle of the Snacks Sweepstakes (the “Sweepstakes”) comprises a series of three (3) separate rounds of voting in the Battle of the Snacks game, in the GasBuddy app (the “Game”). The Game is a fun way to cast votes for your preferred snacks in a multi-round, elimination-style activity. It is not a taste test or other formal determination of consumer preferences. It is just for fun. The drawing for the sweepstakes happens after the completion of the final round of the Game. Entry for one round of voting is entry for the final prize drawing. You do not have to participate in all rounds of voting to be eligible to win. See details below, including schedule of separate voting periods for each round in Rule 5.

1. **Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States, D.C., and Canada who are at least eighteen (18) years old, and who, as of March 19, 2018, had access to a mobile device with a data plan. Employees of GasBuddy LLC, The Hershey Company and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable laws, and is void where prohibited. Participation constitutes your full and unconditional agreement to these Official Rules and judges' decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Sponsor:** GasBuddy LLC, 77 N. Washington Street, 4th Floor, Boston, MA 02114 USA.

3. **Timing:** The Sweepstakes begins on March 19, 2018 at 12:00:01 a.m. Eastern Time ("ET"), and ends on March 30, 2018 at 11:59:59 p.m. ET (the “Sweepstakes Period”). Sponsor's computer is the official timekeeping device for the Sweepstakes. Proof of transmission is not proof of timing or receipt of any entry.

4. **How to Enter:** During any active entry period per the schedule in Rule 5 below, open the GasBuddy Mobile Application on your smartphone, or, if you don’t already have the GasBuddy mobile application on your smartphone, download the GasBuddy application from either the iOS app store or Google Play on your smartphone, which is free to do. On the challenge section of the application or on the home screen of the application, select the 'Battle of the Snacks' challenge, where you will be presented with two different food items on-screen. Select and “vote” for the food item you prefer as directed on the screen. The number of choices you see will depend on which round of the Game is then active. The first round of voting will have eight (8) total food comparison screens. The second round of voting will have four (4) total food comparison screens and the final round of voting will have two (2) total food comparison screens. At the end of the comparison screens, you will be prompted to provide your name and email address to enter the one (1) drawing associated with the entry period per the schedule in Rule 5 below. All elements, including your name and your valid email address, are required for valid entry. Apple Inc. and The Hershey Company are not sponsors of this Sweepstakes. Any questions, comments or complaints regarding this Sweepstakes should be directed to Sponsor and not to Apple Inc. or The Hershey Company. Entering the Sweepstakes is optional. You do not have to sign-up for the Sweepstakes or the drawing in order to vote for your preferred food items in the Game.
**Entry Limit**: The Battle of the Snacks challenge is programmed to appear in each app user’s challenge section and home screen in the GasBuddy app on any day during the active entry period per Rule 5 below. A day is measured by ET. Limit one (1) entry per person per day. Any attempt to enter more than the allowed number of times, whether with multiple names, emails, app accounts, or otherwise, is grounds for disqualification. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by that entrant. In the event of a dispute about the identity of any entrant, the authorized account holder of the email address associated with the app account used to submit the entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

**5. Winner Selection & Notification**: One (1) winner will be determined in total after the completion of the final round of voting, scheduled to occur on or about April 2, 2018 at or about 10:00 a.m. ET from eligible entries received by March 30, 2018 at 11:59:59 p.m. ET. Entry for one round of voting is entry for the final prize drawing. You do not have to participate in all rounds of voting to be eligible to win.

<table>
<thead>
<tr>
<th>Voting Round</th>
<th>Start</th>
<th>End</th>
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<tbody>
<tr>
<td>1</td>
<td>3/19/18 at 12:00:01 a.m. ET</td>
<td>3/21/18 at 11:59:59 p.m. ET</td>
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<tr>
<td>2</td>
<td>3/22/18 at 12:00:01 a.m. ET</td>
<td>3/26/18 at 11:59:59 p.m. ET</td>
</tr>
<tr>
<td>3</td>
<td>3/27/18 at 12:00:01 a.m. ET</td>
<td>3/30/18 at 11:59:59 p.m. ET</td>
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The potential winner will be notified by email, on or about April 2, 2018 at or about 10:00 a.m. ET using the contact information supplied at the time of entry. No responsibility is assumed for notifications that are misdirected or not received that are incorrect or no longer valid. If a potential winner does not respond within 24 hours after the first attempted notification with all requested information to enable validation of eligibility and delivery of prize, he/she may be disqualified and an alternate winner may be selected. Similarly, if the initial notification is returned as undeliverable, the potential winner will be disqualified and an alternate winner may be selected. All dates and times are subject to change.

Each potential winner may be required to sign and return an Affidavit of Eligibility, and a Liability and Publicity Release. Failure to provide such documents when requested may result in disqualification and selection of an alternate winner, time permitting. In the case of an eligible potential winner who is deemed a minor under the laws of his/her state of residence, a parent or legal guardian must sign any required documents.

**6. Prizes/Odds**: One (1) $100 gas card prize is available. Gas card is subject to standard terms from the issuer. No issuer is a sponsor of, or affiliated in any way with this Sweepstakes. Sponsor may select brand of gas card in its discretion. Winner is solely responsible for the payment of all federal, state and local taxes due as a result of accepting the prize, as well as for other expenses or costs relating to the prize not expressly set forth above. Prize is non-transferable and no substitution by winners or cash equivalent is allowed. Sponsor reserves the right to substitute prize for one of equal or greater value if the advertised prize becomes unavailable. Odds of winning depend on number of eligible entries received during the entry period.
7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, The Hershey Company and their subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. For New Jersey residents, the limitations set forth above are inapplicable where attorneys’ fees, court costs, or other damages are mandated by statute.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion, in which case winners will be selected from the eligible entries received that are not affected by the problem, if possible. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any person's participation in the Sweepstakes or receipt or use or misuse of any prize. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each participant's sole and exclusive remedy in such circumstances.


12. Winner List: Winner name (first name, last initial and city/state) will be posted in GasBuddy’s Twitter and/or Facebook and Instagram social media channels throughout the month of April 2018.