

HERSHEY®'S KIT KAT CANDY BAR BREAK TIME ANYTIME CONTEST
96.3 WDVD ~ Detroit, MI
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE HERSHEY®'S KIT KAT BREAK TIME ANYTIME CONTEST ("CONTEST") ENTRY PERIOD BEGINS 1/4/2010, AND ENDS 12/12/2010 (THE "CONTEST PERIOD"). CONTEST ONLY OPEN TO LEGAL U.S. RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED.

1. HOW TO ENTER: NO PURCHASE NECESSARY TO PARTICIPATE IN CONTEST.

There is one (1) way to enter. Email 96.3 WDVD at 963WDVD.com and tell 96.3 WDVD about your Kit Kat break time.

INTERNET: Visit 96.3 WDVD (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 12/12/2010 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.

2. PRIZES: The grand prize is one (1) iPod touch 32 GB and one (1) \$35 iTunes gift card. Approximate Retail Value: \$360 (TOTAL ARV: \$360). Limit one (1) prize per name, address and/or household. The difference between any stated value and actual value will not be awarded to winner.

3. ELIGIBILITY: Contest open only to legal U.S. residents of the 50 United States and D.C. who are 18 years of age or older at time of entry. Employees, officers, and directors of Sponsor, its parent, 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.

4. GENERAL TERMS: No substitution of prize is offered, no transfer of prize to a third party is permitted, and prize may not be redeemed for cash value (unless at the sole discretion of Sponsor). 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 from 96.3 WDVD for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Each 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.

5. WINNER NOTIFICATION: Potential winners will be notified by mail, phone, or email at the address, phone number, or email address provided at the time of entry. If winner notification is returned as undeliverable without a forwarding address or if winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will result in forfeiture. Daily Prize winner will be required to sign and return an Affidavit of Eligibility with (where lawful) a Publicity Release within fourteen (30) days of attempted winner notification as indicated by the date on the Affidavit. Failure to return any required documents within fourteen (30) days may result in prize forfeiture. If applicable, allow 2-3 weeks for shipment of prize following completion of notification process. Prizes will only be delivered to addresses within the United States.

6. CONDITIONS: All entrants, as a condition of entry into the Contest, 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 for 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. In consideration for the possibility of winning a prize as outlined herein, except for residents of Tennessee and where prohibited by law, winners grant permission for Sponsor (and agree to confirm such agreement in writing) and those acting pursuant to Sponsor's authority to use his/her name, photograph, biographical information, voice and/or likeness and prize information, for advertising, trade and promotional purposes without further compensation, at any times or time, in all media now known or hereafter discovered world wide and on the Internet and/or World Wide Web without notice or review or approval.

7. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility for telephone service outages, delays, busy signals, equipment malfunctions and any other technological difficulties that may prevent an individual from completing his/her telephone call. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of Contest or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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.

8. 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 Contest 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.

9. WINNER'S LIST: For the Winner's List (first initial, last name, city, and state), send a self-addressed stamped envelope to: Kit Kat Break Time Anytime Contest, 96.3 WDVD – 3011 W. Grand Blvd., Suite 800 Detroit, MI 48202 by 12/31/2010.

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

©2010 The Hershey Company.