

WIN A FLYAWAY TRIP AND VIP TICKETS FOR TWO TO BONNAROO SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES.

SPONSOR: CORE NUTRITION, LLC, 100 N. Sepulveda Boulevard, #325, El Segundo, CA 90245.

TIMING: Win a Flyaway Trip and VIP Tickets for Two to Bonnaroo Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Eastern Daylight Savings Time ("EDT") on April 3, 2019 and ends at 11:59:59 PM EDT on April 30, 2019 (hereinafter, "Sweepstakes Period").

ELIGIBILITY: ENTRANTS MUST BE LEGAL RESIDENTS OF FLORIDA, ILLINOIS, INDIANA, OHIO, KENTUCKY AND TENNESSEE WHO ARE AT LEAST 18 YEARS OLD AT TIME OF ENTRY TO BE ELIGIBLE. SWEEPSTAKES VOID OUTSIDE FLORIDA, ILLINOIS, INDIANA, OHIO, KENTUCKY, TENNESSEE AND WHERE PROHIBITED BY LAW. You may enter this Sweepstakes only as a natural person. Employees, officers and agents of Sponsor, Thornton's, Inc., Centra360 ("Sweepstakes Administrator") and Sponsor's distributors, wholesalers and retailers, each of their respective authorized licensees, retail licensees, wholesale licensees, each of their respective affiliates, agents, officers, employees, subsidiaries, vendors, advertising and promotion fulfillment and/or judging agencies (collectively, the "Related Entities"), and the immediate family members of each are not eligible to enter or win a prize in the Sweepstakes. For purposes of this paragraph, "family member" means a spouse, parent, sibling, child, son-in-law, daughter-in-law and all lineal descendants, including those by adoption. Sweepstakes subject to all applicable federal, state, and local laws and regulations.

TWO WAYS TO ENTER: A) PURCHASE ENTRY: During the Sweepstakes Period (i) Download and install the Thornton's Refreshing Rewards App for FREE onto your smartphone; (ii) Purchase one (1) 30 oz. bottle of CORE Hydration ("Purchase"); and (iii) open your Thornton's Refreshing Rewards App to scan your Purchase (i, ii and iii, individually referred to as "Purchase Entry" or collectively referred to as "Purchase Entries"). Limit one (1) Entry per eligible transaction scanned onto your Thornton's Refreshing Rewards App. **All Purchase Entries must be made during the Sweepstakes Period in order to be eligible for this Sweepstakes.** See Thornton's Refreshing Rewards App for Terms and Conditions. The Thornton's Refreshing Rewards App is FREE of charge, however data rates may apply on the use thereof. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate. Sponsor and Thornton's, Inc. and the Related Entities are not responsible for technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; **OR B) FREE MAIL-IN ENTRY:** Hand print your complete name, mailing address a valid email address and the word Thornton's on a piece of paper and mail your Entry in an envelope with sufficient postage to: Win a Flyaway Trip and VIP Tickets for Two To Bonnaroo Sweepstakes, c/o Centra Marketing & Communications, 1400 Old Country Road, #306, Westbury, NY 11590 (Individually referred to as "Mail Entry" or collectively referred to as "Mail Entries"). **Please print the word "THORNTON'S in the lower left-hand corner of the envelope.** ALL MAILED ENTRIES MUST BE POSTMARKED BY APRIL 30, 2019 AND RECEIVED BY MAY 7, 2019. Limit one (1) Mail Entry per envelope. No photocopies or mechanically reproduced Mailed Entries permitted. Sponsor is not responsible for any lost, late, stolen, delayed, illegible, incomplete, mutilated, postage due, misaddressed or misdirected Mailed Entries that are processed late or incorrect. Your Entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and deliver your name, address and other information to Centra Marketing and Communications, LLC ("Administrator") for the purpose of administering this Sweepstakes. Entrants to the Sweepstakes may be given the option to receive (a) commercial e-mails from Sponsor (all such information provided to Sponsor is subject to, and will be treated in a manner consistent with Sponsor's Privacy Policy available at <https://hydratewithcore.com/pages/privacy-policy>; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such e-mails; and consenting to receive such e-mails and updates will not impact any entrant's chances of winning. Use of robotic, automatic, or macro devices is not valid for Entry. **Any Entry that is submitted with the use of a robotic, automated or macro device will be void.** All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's discretion. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules, that information submitted is subject to the Sponsor's Privacy Policy available at <https://hydratewithcore.com/pages/privacy-policy>.

WINNER SELECTION/RANDOM DRAWING: Two (2) Grand Prize Winners will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The Random Drawing will be conducted on or about May 8, 2019 by the Sweepstakes Administrator, an independent judging organization. Odds of winning depend on the number of eligible Entries received. Sweepstakes entrants agree to be bound by the decisions of the Sponsor and the judging organization, which are final and binding on all matters pertaining to this Sweepstakes. Potential Grand Prize

Winners will be notified by email to the email address provided at the time of Entry on or about May 8, 2019. Each potential Grand Prize Winner will be required to complete, sign and return an Affidavit of Eligibility/Release of Liability and Publicity ("Affidavit/Release") unless prohibited by law, and a Form W-9 within five (5) business days of email notification. A potential Grand Prize Winner may be disqualified under any the following circumstances; **i)** if he/she cannot be reached by Sponsor within the specified time period; **ii)** if a Prize notification or email correspondence is returned as undeliverable; **iii)** if a potential Prize Winner is found to be ineligible; **iv)** if a potential Prize Winner does not return the required Affidavit/Release within required time period; **v)** if a potential winner is unwilling to accept the prize; and/or **vi)** if a potential prize winner does not comply with these Official Rules. Each Grand Prize Winner will be required to supply Sponsor with his/her social security number for tax purposes and will be issued a Form 1099-MISC as required by law. In the event a potential Grand Prize Winner is disqualified for any reason, Sponsor will award that Grand Prize to an alternate potential Prize Winner in a Random Drawing from among all remaining eligible Entries provided sufficient time remains prior to designated dates of the Grand Prize trip. Sponsor is not responsible for fraudulent calls or emails made to entrants not by Sponsor, or for any change of entrant's email or mailing address.

TWO (2) GRAND PRIZES: Two (2) Winners will each receive one (1) trip for Winner and one (1) Guest to the Bonnaroo Festival in Manchester, Tennessee between June 13, 2019 and June 16, 2019, consisting of: (i) round-trip, economy class air transportation from the major commercial airport nearest Grand Prize Winner's residence to Nashville, TN; (ii) hotel accommodations for three (3) nights (one (1) standard double occupancy room, room and tax only) at a hotel designated by Sponsor; (iii) two (2) VIP tickets to the Bonnaroo Festival scheduled for June 13 – June 16, 2019; and (iv) one (1) \$500 Gift Card (i, ii, iii and iv, collectively, "Grand Prize Trip"). The approximate retail value ("ARV") of each Grand Prize: up to \$5,000. Total ARV of all prizes: up to \$10,000. The ARV of the Grand Prize Trip may vary depending upon the point of departure and/or airline fare fluctuations; each Grand Prize Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Grand Prize Trip description herein, including but not limited to, all ground transportation, in-room hotel charges (e.g., mini-bar, room service, telephone, movies, etc.), meals, beverages, gratuities, gasoline, parking, tolls, souvenirs, insurance, travel upgrades, baggage fees, and personal incidentals. Each Grand Prize Winner will be required to provide a valid credit card at the time of hotel check-in and will be solely responsible for any and all charges to Grand Prize Winner's hotel room during his/her Grand Prize Trip. Bonnaroo Festival Tickets are subject to Terms and Conditions thereon. All Grand Prize Trip details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline, departure airport and arrival airport are solely within Sponsor's sole discretion. Each Grand Prize Winner and Guest will be required to travel on dates designated by Sponsor. Grand Prize Winner and Guest must depart on June 13, 2019 and return on June 16, 2019. In the event a Grand Prize Winner resides within one hundred (100) miles from Manchester, TN, Sponsor will provide round-trip ground transportation between Grand Prize Winner's residence and the designated hotel at the sole discretion of the Sponsor and the difference in value between the round-trip air transportation and the round-trip ground transportation will not be provided to the Grand Prize Winner. In the event a Grand Prize Winner cannot travel on dates designated by Sponsor, that Grand Prize Winner will be disqualified, and that Grand Prize will be awarded to an alternate winner in a random drawing from among all remaining eligible entries received, provided sufficient time remains prior to the designated dates of the Grand Prize Trip. In the event, for whatever reason, the Bonnaroo Festival is postponed or cancelled prior to or during Grand Prize Winner's Trip, that portion of the Grand Prize Trip will not be awarded, and no compensation will be provided in lieu of the postponed or cancelled portion of the Grand Prize Trip. Each Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, and security charges. Once issued, airline tickets are nontransferable and may not be reissued. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Sponsor and travel dates and arrangements are subject to air travel, availability and other prize and travel restrictions. All Grand Prize elements must be redeemed at the same time. Each Grand Prize Winner's Guest will be required to complete and sign a Travel Liability Affidavit and a Publicity Release in order to travel with Grand Prize Winner on the Grand Prize trip. Each Grand Prize Winner and his/her Guest must travel on the same itinerary. In the event the Guest is considered a minor, the Guest must travel with a parent or legal guardian on the trip and parent or legal guardian must sign the Guest's Travel Liability Affidavit and Publicity Release. Guest's parent or legal guardian will be solely responsible for any costs incurred as a result of a parent or legal guardian traveling with the Guest, if required. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability may vary, and material restrictions may apply. Each Grand Prize Winner and Guest will be solely responsible for obtaining a valid U.S. Government issued identification prior to travel and any associated costs for these requirements. Sponsor and Travel Providers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, such as changes in services or accommodations necessitated by same. Sponsor and Travel Providers shall not be liable for any loss or damage to baggage or other items. If a Grand Prize Winner is unable to or cannot otherwise fully enjoy the prize due to any reason, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of that Grand Prize award, and no other compensation in lieu of that Grand Prize will be awarded. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. **Sponsor, Thornton's, Inc, Sweepstakes Administrator, the Related Entities and Released Parties (as defined below) are not responsible for**

any theft, personal injury and/or death that could take place during the Grand Prize Trip. Grand Prize Winner and guest are responsible for obtaining their own medical and life insurance and the associated costs.

Each Grand Prize Winner acknowledges that Sponsor, Thornton's, Inc., the Sweepstakes Administrator, the Released Entities and the Released Parties (as defined below) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. No substitution, assignment, redemption for cash, or transfer of any prize permitted. If the advertised prize cannot be awarded due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If the Sweepstakes is terminated early, Sponsor reserves the right to select the prize winners in a random drawing from among all eligible Entries received up to the time of termination. The Sponsor assumes no responsibility for 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. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, servers, or providers, software, failure of any email, or Entry to be received by the Sponsor due to technical problems, human error or traffic congestion, or any combination thereof, including any injury or damage to participant's or any other person's wireless phone system relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity or eligibility of any Entry based on a Thornton's Refreshing Rewards Account Number or wireless phone number, the Entry will be declared made by the Authorized Account Holder of the Thornton's Refreshing Rewards Account Number or wireless phone number submitted at time of Entry. "Authorized Account Holder" is defined as the natural person who is assigned to the Thornton's Refreshing Rewards Account Number or a wireless phone number by a wireless phone service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning wireless phone numbers associated with the submitted wireless phone number.

GENERAL: The value of the Grand Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of the Grand Prize is more than the actual fair market value of the Grand Prize, the difference will not be awarded in cash or otherwise. The Sponsor reserves the right, in its sole discretion, at any time and at any stage of the Sweepstakes, to reject or disqualify any Entry that is deemed ineligible or for any reason that the Sponsor feels is necessary and/or appropriate, including without limitation, if that entrant has not complied with the Official Rules or has interfered, in Sponsor's sole opinion, with the proper conduct of the Sweepstakes. All decisions of the Sponsor are final and binding in all aspects of the Sweepstakes. By participating, each Grand Prize Winner grants the Sponsor permission a perpetual right to use his/her name, image, likeness or comments for publicity purposes in connection with this Sweepstakes (including, without limitation, any post-Sweepstakes publicity) without additional notice or consent, and without payment of additional consideration, except where prohibited by law. By traveling with a Grand Prize Winner on the Grand Prize Trip, the Guest grants the Sponsor permission a perpetual right to use his/her name, image, likeness or comments for publicity purposes in connection with this Sweepstakes (including, without limitation, any post-Sweepstakes publicity) without additional notice or consent, and without payment of additional consideration, except where prohibited by law. By participating, each entrant agrees on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, the "Releasing Parties") to release, indemnify, defend, and hold harmless Sponsor, the Related Entities, and any advertising and promotional agencies or entities involved in the administration or advertising of this Sweepstakes as well as the respective employees, officers, directors and agents of each ("Released Parties") from any and all actions, causes of actions, suits, or liability whatsoever for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, costs or expense whatsoever (including without limitation, property damage, personal injury and/or death) which may occur in connection with (i) participation in the Sweepstakes, (ii) entrant's conduct in submitting his/her Entry, (iii) violation of these Official Rules, (iv) possession, acceptance, use or misuse of a prize or (v) Released Parties' use of any rights granted herein, and for any claims based on publicity rights, defamation or invasion of privacy or alleged breach of entrant's representations and warranties herein. The Released Parties shall not be liable for: (1) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible Entries, (2) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (3) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (4) any injuries, losses or damages of any

kind caused by the participation in the Sweepstakes; (5) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (6) any unauthorized use of Entries by third parties. The Sponsor disclaims any liability for damage to any wireless phone system resulting from participating in or accessing or downloading information in connection with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. The Sponsor may disqualify any entrant if, in its sole discretion, it determines s/he is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other entrants or the Sponsor or its representatives. The Sponsor shall not be responsible if the Sweepstakes or prize fulfillment cannot be implemented or does not take place for any reason including delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism, including without limitation, or for any reason outside of the Sponsor's control.

WINNERS LIST /OFFICIAL RULES: To obtain the names of the Winners, (available after May 15, 2019), or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received before May 31, 2019 to: Win A Flyaway Trip and VIP Tickets for Two To Bonnaroo Sweepstakes – Thornton's, c/o Centra360, 1400 Old Country Road, Suite 306, Westbury, NY 11590. VT residents may omit return postage. Please specify "Winners List" or "Official Rules" on the outer envelope.

ADMINISTRATOR: Centra360, 1400 Old Country Road, Suite 306, Westbury, NY 11590

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