

**ROCKSTAR & THORNTONS GEARS 5 SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER. THE ODDS OF WINNING A PRIZE ARE SUBJECT TO THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT (OR ENTRANT’S PARENT/LEGAL GUARDIAN, IF ENTRANT IS DEEMED A MINOR IN THE STATE OF HIS/HER RESIDENCE) AGREES TO THESE OFFICIAL RULES. OPEN TO RESIDENTS OF FL, IL, IN, KY, OH & TN. VOID OUTSIDE FL, IL, IN, KY, OH, TN AND WHERE RESTRICTED OR PROHIBITED.

The “Rockstar & Thorntons Gears 5 Sweepstakes” (the “Promotion” or “Sweepstakes”) will commence at 12:00:01 PM Pacific Time (“PT”) on 10/2/19 (“Start Date”) and ends at 11:59:59 AM PT on 12/4/19 (“End Date,” and Start Date and End Date collectively, the “Promotion Period”).

SPONSOR/PROMOTIONAL PARTNER. The Promotion is sponsored by Rockstar, Inc. (“Sponsor”) and Thorntons (“Promotional Partner”).

1. **ELIGIBILITY.** The Promotion is open to residents of FL, IL, IN, KY, OH & TN (“Eligibility Area”) who are 18 years of age or older as of the Start Date of the Promotion. Directors, officers, employees, agents and representatives of Sponsor, Sponsor’s franchisees, and Promotional Partner, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, sole proprietorships or other legal entities or individuals associated with the development, administration, or fulfillment of this Promotion (collectively, the “Promotion Entities”), and the immediate families of such persons (defined as spouse, child, sibling, parent or grandparent or so-called “step” or “half” variations of any of the preceding individuals, regardless of where they live), and those living in their same households, whether or not related, or a winner of any other of Sponsor’s official Sweepstakes during 180 days prior to the start date of the above-referenced Sweepstakes are ineligible to enter, win or collect prizes in the Promotion. The Promotion is subject to all applicable federal, state, provincial, territorial, municipal, and local laws, regulations, and ordinances.

2. **WHEN TO ENTER** - The Sweepstakes begins on October 2, 2019 at 12:00:00 AM Eastern Time (“ET”) and ends on December 4, 2019 at 11:59:59 PM ET (the “Sweepstakes Entry Period”).

The Grand Prize Pool will be one entry pool. When an entrant clicks to load the entry from the Thorntons Refreshing Rewards App, he/she will automatically receive entry into the Grand Prize Pool. The Grand Prize Pool will run during the entire Sweepstakes Period.

Grand Prize Pool	Start Date at 12:00:00 AM ET	Alternative Method of Entry Postmarked by Date	Alternative Method of Entry Received by Date	Drawing Date (on or about)
1	October 2, 2019	December 1, 2019	December 4, 2019	December 6, 2019

3. **HOW TO PARTICIPATE. NO PURCHASE NECESSARY.** There is one (1) way to enter into the promotion:

How to Enter - During the Sweepstakes Period, when an eligible participant entrant clicks to load the entry from the Thorntons Refreshing Rewards App, he/she will automatically receive an entry into the Grand Prize Pool.

Once entered, an eligible participant may purchase Rockstar product from Thorntons locations to earn one (1) additional entry for every qualifying Rockstar purchased during the sweepstakes entry period.

Or, to enter without using the Refreshing Rewards App, hand print your first and last name, street address, city, state, zip code, email address, and your Refreshing Rewards® card number on a 3 x 5" paper/card and send in a first-class stamped envelope to: Thorntons' Rockstar Gear 5 Sweepstakes, Thorntons LLC., Marketing Department, PO Box 34230, Louisville, KY 40232, to be post-marked by date and received by date listed in the chart above. Limit of one (1) entry per outer envelope. If you do not have a Refreshing Rewards card, you may request one for free at your Participating Location. For each mail-in entry received, the entrant will receive one (1) entry into the Grand Prize Pool. Any mail-in entry that does not include a Refreshing Rewards® card number will be disqualified. Any mail-in entry received after the Received by Date will be disqualified.

The Grand Prize Pool entries may hereafter be referred to collectively as "Entry" or "Entries".

All Entries must be received by 11:59:59 PM ET on Wednesday, December 4, 2019 for the final Grand Prize Pool.

Any attempt by any participant to enter by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Entries and that participant may be disqualified, at the sole discretion of Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. In the event of a dispute regarding who submitted an Entry, that Entry will be deemed submitted by the authorized holder of the Refreshing Rewards account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned to the Refreshing Rewards account. No automatically generated entries will be accepted.

4. **WINNER SELECTION AND NOTIFICATION.**

Winner Selection: There will be a total of one (1) Grand Prize Winner and two (2) Runner Up Prize Winners (each, a "Prize Winner") in the Promotion determined by a series of random drawings (each, a "Random Drawing") from among all eligible Entries received in the Promotion Period. The Random Drawings will take place on or about 12/6/19, or as soon thereafter as reasonably practicable.

Non-winning entries will roll over to subsequent Random Drawings. All decisions of Sponsor are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend on the number of eligible Entries received during the Promotion Period.

Winner Notification: Sponsor will attempt to notify potential Prize Winner of his/her winning status via the cellular telephone number, and/or e-mail address provided in connection with the Prize Winner's Entry within a week of the Random Drawing, at Sponsor's discretion. Potential Winner must respond within seventy-two (72) hours of notification attempt. Failure to respond to notification within the stated time will result in forfeiture of the Prize. Awarding of any prize is subject to verification of potential Winner's eligibility and full compliance with these Official Rules. Except where prohibited, the selected potential Winner may be required to complete and return to Sponsor or its designated agent an Affidavit of Eligibility and a Liability/Publicity Release Form ("[Affidavit and Release](#)") within three (3) days of receiving the Affidavit and Release. Failure to return the signed Affidavit and Release within three (3) days following the date of delivery thereof may result in forfeiture of the Prize. If a potential Winner cannot be contacted as specified above, or if he/she fails to return the signed Affidavit of Eligibility by the deadline specified above, **or if a potential winner is deemed ineligible for any other reason in Sponsor's sole discretion, the potential winner will be disqualified and an alternate winner may, at Sponsor's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries.** Up to three (3) alternate winner drawings may be conducted for each un-awarded Prize, after which the Prize will remain un-awarded.

5. PRIZES.

One (1) Grand Prize Winner will receive:

- One (1) Xbox One X gaming console
- One (1) Gears 5 Xbox One game

Total ARV (approximate retail value) of Grand Prize: \$460.00 USD.

Two (2) Runner Up Prize Winners will receive:

- One (1) Gears 5 Xbox One game

Total ARV of each Weekly Prize: \$60 USD.

Total ARV of all Prizes to be awarded in this Promotion: \$580 USD.

Allow 8-10 weeks for delivery of Prize. Unclaimed prizes will not be awarded. Each Grand Prize Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the Grand Prize and Sponsor will provide the Grand Prize Winner with an IRS Form 1099, if applicable, reflecting the actual final retail value of the Grand Prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor.

6. PRIVACY. Promotion Entities and their authorized agents will collect, use, and disclose the personal information you provide when you enter the Promotion solely for the purposes of administering the Promotion and fulfilling prizes, and by entering this Promotion you consent to the collection, use,

disclosure and management of your personal information for said purposes. All personal information that Entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://rockstarenergy.com/company/privacy>. Information collected by Sponsor in connection with this promotion will be maintained on servers located in the United States.

7. ENTRY CONDITIONS AND RELEASE. By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, the Submission, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry or the Submission; and (c) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize or any portion thereof.

8. GENERAL CONDITIONS. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner by random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such random drawing shall be each entrant's sole and exclusive remedy under such circumstances. 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 these Official Rules 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. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. LIMITATIONS OF LIABILITY. The Sweepstakes Entities as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, 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 or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold judging from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant (or entrant's parent/legal guardian, if entrant is a minor in the state of his/her residence) further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

10. DISPUTES/GOVERNING LAW. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of winner or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Nevada, under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Nevada state or federal court judge with experience in entertainment matters who shall follow Nevada law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Nevada, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Nevada. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Nevada; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

11. SWEEPSTAKES WINNERS. For the Sweepstakes Winners' names (available after December 6,

2019), see website, or send a hand- printed, self-addressed, stamped envelope by December 29, 2019 to: Winners List – Thorntons’ Rockstar Gear 5 Sweepstakes Rules, Thorntons LLC., Marketing Department, PO Box 34230, Louisville, KY 40232

12. **Official Rules** - For a copy of these Official Rules, see website, <https://www.thorntonsinc.com/my-thorntons/promotions> or send a hand- printed, self-addressed, stamped envelope by December 4, 2019 to: Official Rules – Thorntons’ Rockstar Gear 5 Sweepstakes Rules, Thorntons LLC., Marketing Department, PO Box 34230, Louisville, KY 40232

13. **Sponsor:** Thorntons LLC, 2600 James Thornton Way, Louisville, KY 40245.

14. **Administrator:** Thorntons LLC., 2600 James Thornton Way, Louisville, KY 40245.

Microsoft, Gears of War & Xbox One are trademarks of Microsoft Group of companies. Microsoft is not a sponsor of this Promotion. ESRB RATING: Mature.