

Thorntons® Listens Survey Sweepstakes Official Rules

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

1. Eligibility: Thorntons® Listens Survey Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Thorntons Inc., Service Management Group, Inc., HelloWorld, Inc., 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 federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Thorntons Inc., 2600 James Thornton Way, Louisville, KY 40245. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on April 1, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2017 at 11:59 p.m. ET (the "Promotion Period"). The Sweepstakes consists of seven (7) independent monthly entry periods (each a "Monthly Entry Period") as outlined in the chart below.

Monthly Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Mail-in Postmark Date	Mail-in Received By Date	Approximate Drawing Date
April	April 1, 2017	April 30, 2017	May 1, 2017	May 8, 2017	May 12, 2017
May	May 1, 2017	May 31, 2017	May 31, 2017	June 7, 2017	June 12, 2017
June	June 1, 2017	June 30, 2017	June 30, 2017	July 10, 2017	July 14, 2017
July	July 1, 2017	July 31, 2017	July 31, 2017	August 7, 2017	August 11, 2017
August	August 1, 2017	August 31, 2017	August 31, 2017	September 8, 2017	September 14, 2017
September	September 1, 2017	September 30, 2017	October 2, 2017	October 9, 2017	October 13, 2017
October	October 1, 2017	October 31, 2017	October 31, 2017	November 7, 2017	November 13, 2017

Service Management Group, Inc.'s, computer is the official time-keeping device for the Sweepstakes.

4. How to Enter:

a. Take a Survey: Make a purchase at a Thorntons location and you may receive a receipt with a code ("Code"). If you receive a receipt with a Code, visit www.thorntonslistens.com and follow the links and instructions to enter your Code and take a short survey. At the end of the survey, you will be asked if you'd like to participate in the Sweepstakes. If you would like to participate in the Sweepstakes, follow the links and instructions to complete and submit the registration form including a valid email address. You will automatically receive one (1) entry into the applicable Monthly Entry Period drawing.

b. Mail-in Alternate Method of Entry: To enter without making a purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Thorntons Listens Survey Sweepstakes," c/o HelloWorld, Inc., P.O. Box 5046, Department 830448, Kalamazoo, MI 49003. You will receive one (1) entry into drawing for the applicable Monthly Entry Period. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked and received by the dates listed in Section 3 above. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be

deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: You may enter ten (10) times by any method, or combination of methods of entry, during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register 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. Each potential winner may be required to show proof of being the authorized account holder.

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select one (1) potential Grand Prize winner from all eligible entries received during each Monthly Entry Period on or around the dates listed in Section 3 above. Non-winning entries will not be included in subsequent Monthly Entry Period drawings. Each potential winner will be required to provide his/her valid mailing address (no P.O. Boxes) to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent in order to claim the prize. If the potential winner of any prize cannot be contacted, fails to provide any requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries for the applicable Monthly Entry Period. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled 8-10 weeks after each Grand Prize winner is confirmed.

6. Prizes: SEVEN (7) GRAND PRIZES (one (1) per Monthly Entry Period): A \$500 Thorntons gift card (terms and conditions apply). Approximate Retail Value ("ARV"): \$500. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Monthly Entry Period. Limit: One (1) prize per person. Total ARV of all Prizes: \$3,500.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Service Management Group, Inc., Administrator, and their respective 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.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state 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 such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 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; (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 entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.thorntonsinc.com/contact/privacy-policy>.

13. Winner: For the winner, visit <http://bit.ly/2mjFU6P>. The winner will be posted after winner confirmation is complete.

Thorntons is a registered trademark of Thorntons Inc.

© 2017 HelloWorld, Inc. All rights reserved.

Thorntons® Listens Survey Sweepstakes
Abbreviated Rules

ABBREVIATED RULES for Radio

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (AND D.C.) 18 AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 10/31/17. For Official Rules, how to enter without purchase, and complete details, visit www.thorntonslistens.com. Sponsor: Thorntons Inc.

ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (AND D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 10/31/17. For Official Rules, how to enter without purchase, prize description and odds disclosure, visit www.thorntonslistens.com. Sponsor: Thorntons Inc., 2600 James Thornton Way, Louisville, KY 40245.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 U.S. (D.C.) 18 and up. Ends 10/31/17. For Official Rules including how to enter without purchase, odds and prize descriptions, visit www.thorntonslistens.com. Void where prohibited.

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 10/31/17. For Official Rules including alternate method of entry details, visit www.thorntonslistens.com.