

## **Official Rules**

"Refreshing Rewards Giveaway - Pac-Man"  
Sponsored by Red Bull North America, Inc.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF TN, OH, FL, IN, KY AND IL, WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER AT TIME OF SUBMISSION. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Sweepstakes Period:** The "Refreshing Rewards Giveaway - Pac-Man" (the "Sweepstakes") commences November 7, 2018 at 12:00:00 AM Eastern Time ("ET") and ends January 2, 2019 at 12:00:00 AM ET (the "Sweepstakes Period"). Entries submitted past the expiration of the Sweepstakes Period will not be accepted and will be destroyed.
2. **Sponsor and Administrator:** The Sweepstakes is sponsored by Red Bull North America, Inc. ("Sponsor"), and administered by Brandmovers, Inc., ("Administrator").
3. **Eligibility:** The Sweepstakes is open to legal residents of Tennessee, Ohio, Florida, Indiana, Kentucky, and Illinois, who are at least 18 years of age or older at the time of entry. Employees of Sponsor, Administrator, their respective parents, affiliates, subsidiaries and members of their immediate families or persons residing in the same household are not eligible to enter or win. You are also not eligible if you or any member of your immediate family or household (whether or not related) is (A) an employee, officer or director of (1) Sponsor, Administrator, any of their respective bottlers, dealers or distributors, or parent companies, affiliates or subsidiary companies (collectively, the "Red Bull Parties"), (2) Thornton's, and any of the Sweepstakes Parties' promotional partners, advertising or promotions agencies, sponsors of promotional materials, internet promotion developers, judging or administration organizations, or auditing or legal firms and other parties engaged in the production, promotion, administration or execution of the Sweepstakes ("Sweepstakes Entities"), or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers or dealers that sell any of Sponsor's products. "Immediate family" means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.
4. **How to Enter:** There are three (3) ways to enter this Sweepstakes: **(1) Download the App:** To enter via this method of entry, download the Thornton's Refreshing Rewards App (the "App") on your smart phone, which can be found in the iTunes or Google Play store online. Standard data rates apply. Once downloaded, open the App to register, and upon completion of your registration, find the Red Bull can and select the can to automatically receive one (1) entry into the random drawing. Limit one (1) App entry per person during the entire Sweepstakes Period; **(2) Qualifying Purchase(s):** To enter via this method of entry, visit your nearest Thornton's convenience store and make a qualifying purchase of any Red Bull 12oz can during the Sweepstakes Period (each, a "Qualifying Purchase") and at checkout, scan your App to automatically receive one (1) entry into the random drawing. Limit one (1) entry per person/Qualifying Purchase per day, and limit ten (10) entries per person/Qualifying Purchases throughout the entire Sweepstakes Period. All Qualifying Purchase entries must be received by 12:00:00 AM ET on January 2, 2019, to be eligible for the random drawing; or **(3) Email:** To enter without making a Qualifying Purchase or without downloading the App, email your complete name, street address, city, state, zip code, email address, and telephone number in the body of your email and send to: [redbull@brandmovers.co](mailto:redbull@brandmovers.co), to be received by 12:00:00 AM ET on 1/2/2019. Sponsor: Red Bull North America, Inc., Santa Monica, CA 90404. Limit one (1) email per person per day. A maximum of **eleven**

**(11) entries** via the email method of entry will be allowed per person during the entire Sweepstakes Period.

By entering, entrants agree to be bound the Sponsor's Terms of Use [https://www.redbull.com/tou/en\\_US](https://www.redbull.com/tou/en_US) and Privacy Policy [https://www.redbull.com/pp/en\\_US](https://www.redbull.com/pp/en_US). In the event of a dispute regarding the identity of the person submitting an App entry, the entry will be deemed to be submitted by the person in whose name is registered as the user of the App on the <https://www.thorntonsinc.com/refreshing-rewards> website. The entrant may be required to provide evidence that the entrant is the authorized account holder of the mobile number associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, mutilated, stolen or misdirected entries, which will be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

**5. Winner Selections:** There will be a total of one (1) Grand Prize Winner in this Sweepstakes. The winners will be selected by random drawing on or about January 3, 2019. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The Winner will be notified by Administrator via email or telephone the day of the random drawing. Failure to respond to a winner notification within **forty-eight (48) hours** will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's or Administrator's sole discretion. Sponsor is not responsible for email notifications that are undeliverable or voicemail or text messages not received.

**6. Verification of Potential Winner:** In order to be confirmed as the official Grand Prize Winner, and without limitation of any other terms herein, the potential Grand Prize Winner may be required to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Grand Prize Winner is an eligible Entrant, including but not limited to providing a copy of the potential Grand Prize Winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Grand Prize Winner (or his/her parent/legal guardian if Grand Prize Winner is deemed a minor in the state of his/her residence) will be required to sign and return to Administrator, within **forty-eight (48) hours** of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited) as a condition to claim his/her Grand Prize. If the potential Grand Prize Winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if required), potential Grand Prize Winner will forfeit the prize and an alternate winner may be selected at Sponsor's sole discretion.

**7. Prizes and Approximate Retail Values ("ARV's"):** **One (1) Grand Prize** - A Red Bull Pac-Man Branded Custom Aracade Cabinet. ARV: \$200.00. Sponsors are not responsible if any part thereof the Prize cannot be awarded due to cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsors' sole control. Sponsor will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person

or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize.

Prize consists of only the item listed as part of the prize. Prize may not be substituted or transferred by winner. Prize is not redeemable for cash. Sponsor reserves the right to substitute the prize for one of equal or greater value for any reason. All federal, state and local taxes on the Prize are winners' sole responsibility. Sponsor will provide the Grand Prize Winner with an IRS Form 1099, 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. The total ARV of all Prizes is \$200.00.

**8. Release:** By participating in this Sweepstakes, you accept all risk and consequences of entry and participation in this Sweepstakes, and agree to release and hold Red Bull North America, Inc., Administrator, Red Bull Parties and the Sweepstakes Entities (collectively, the "Sweepstakes Parties") harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Sweepstakes, including but not limited to your entry and participation in this Sweepstakes, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy. Entrant shall indemnify each of the Sweepstakes Parties from and against all claims or suits and any damages or costs (including reasonable attorneys' fees) arising from or relating to entrant's violation or inaccuracy of any warranties or representations made relating to this Sweepstakes. The Sweepstakes parties assume no responsibility for errors that may occur in the transmission of an entry. The Sweepstakes Parties are not responsible for any fraud or misconduct on the part of any participants or entrants in this Sweepstakes. Should any participant or entrant engage in fraud or misconduct of any nature, including but not limited to a violation of the Official Rules, such person shall be subject to immediate disqualification. Sponsor reserves the right to terminate, modify or amend the Sweepstakes at any time if the fairness, integrity, and/or proper administration of the Sweepstakes is jeopardized. IN NO EVENT SHALL ANY OF THE SWEEPSTAKES PARTIES BE LIABLE TO ENTRANT FOR ANY LOST PROFITS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES. Entrant's sole damages shall be limited to entrant's actual out of pocket expenses, excluding attorneys' fees. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RED BULL PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND/OR NON-INFRINGEMENT.

**9. Limitation on Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/e-mail submitted to Sponsor. By entering, Entrant agrees to full Official Rules and to decisions of Sponsor, or their designated agent, which are final and legally binding in all respects and further agree that Prize will be awarded upon the condition that the Sweepstakes Parties shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a Prize, or participation in this Sweepstakes or participation in or travel to any Sweepstakes related activities and further acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Sweepstakes Parties are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of

the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Sweepstakes is not capable of running as planned due to infection by computer 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, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of any such termination, Sponsor may attempt to select Potential Winners as described under the section titled "**Winners Selection**" above, using all eligible, non-suspect Entries received as of the date of action requiring such termination. Sponsor further reserves the right, at its discretion, to disqualify any individual who tampers with the entry process. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

**10. Governing Law:** By completing the act of entering the Sweepstakes, each Entrant agrees that the Sweepstakes shall be governed by the laws of the State of California, without regard to the conflicts of laws provisions of any jurisdiction, including California's, if those would apply the law of any state other than California's. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and construed in accordance with the laws of the State of California.

**11. Administration:** Sponsor is responsible for the collection, submission and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to Sponsor at its business addresses provided below with any questions, comments or problems related to the Sweepstakes.

**12. Copy of Official Rules:** For a copy of the Official Rules or the Winner's List, email your request to: [redbull@brandmovers.co](mailto:redbull@brandmovers.co) with "Rules" or "Winner's List" in the Subject Line of the email. Please note that the Winner's List will be available after January 18, 2019.

**14. Sponsor: Red Bull North America, Inc. Santa Monica, CA, 1740 Stewart St., Santa Monica, CA 90404.**

**Administrator: Brandmovers, Inc.,** 590 Means Street, Suite 250, Atlanta, GA 30318.

Any information provided in connection to the Sweepstakes will be handled according to the terms of Administrator's Privacy Policy: <http://brandmovers.com/privacy-policy/>

**ABBREVIATED RULES:**

**NO PURCHASE NECESSARY.** The Refreshing Rewards Giveaway – Pac-Man Sweepstakes is open to residents of TN, OH, FL, IN, KY, and IL, 18 and older. Void where prohibited. Starts at 12:00:00 AM ET on 11/7/18 and ends at 12:00:00 AM ET on 1/2/19. To receive an entry, download the Thornton's Refreshing Rewards App on your smartphone and select the Red Bull can; or visit your nearest

Thornton's and make a qualifying purchase of a single Red Bull 12 oz. can, then, at checkout scan your Refreshing Rewards App at checkout. To enter without purchase or downloading the App, email your complete name, street address, city, state, zip code, email address and telephone number, to: [redbull@brandmovers.co](mailto:redbull@brandmovers.co), to be rec'd by 12:00:00 AM ET on 1/2/2019. Limit: 1 entry per person on the Rewards App; up to 10 entries for qualified in-store purchases; up to 11 email entries. Odds of winning vary. Standard data rates apply. Official Rules: <http://share.brandmovers.co/pacmanthorntons.pdf>. Sponsor: Red Bull North America, Inc. Santa Monica, CA, 1740 Stewart St., Santa Monica, CA 90404.

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