

**Thorntons®' 200th Store Celebration Free Fuel for a
Year Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER. THE ODDS OF WINNING A PRIZE ARE SUBJECT TO PARTICIPATION IN THE 200TH STORE CELEBRATION ON FEBRUARY 14, 2020.

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.

- 1. Eligibility** - The Thorntons' Free Fuel for a Year Sweepstakes (the "Sweepstakes") is open only to legal residents of FL, IL, IN, KY, OH and TN who are sixteen (16) years or older and have a Refreshing Rewards® card at the time of entry. If you do not have a Refreshing Rewards® card, you may request one for free at any Thorntons convenience store location. Void outside of FL, IL, IN, KY, OH and TN, and where prohibited by law. No purchase necessary to enter the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, municipal, and local laws and regulations. Participation constitutes entrant's (or entrant's parent/legal guardians, if entrant is deemed a minor in the state of his/her residence) full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. When to Enter** - The Sweepstakes begins on February 14, 2020 at 12:00:00 AM Eastern Time ("ET") and ends on February 14, 2020 at 11:59:59 PM ET (the "Sweepstakes Entry Period").

The Sweepstakes consists of one element: (1) the grand prize sweepstakes portion ("Grand Prize Pool").

The Grand Prize Pool will be one entry pool. When an entrant who scans their Thorntons Refreshing Rewards Card or App, he/she will automatically receive entry into the Grand Prize Pool.

- 3. Privacy Policies and Data Collections** - Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy: <http://www.thorntonsinc.com/contact/privacy-policy> as applicable. By entering this Sweepstakes, each entrant (or entrant's parent/legal guardian's, if entrant is deemed a minor in the state of his/her residence) agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.
- 4. Winner Selection** - There will be a total of one (1) Grand Prize winner. On or about February, 2020, one (1) Grand Prize winners will be selected via a random drawing to be held by Administrator, from among all eligible Grand Prize Pool Entries received.

THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

- 5. Verification of Potential Winners** - In order to be confirmed as a winner, and without limitation of any other terms herein, each potential winner may be required upon Sponsor's reasonable request to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential winner is an eligible entrant, including but not limited to providing a copy of a potential winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Each Grand Prize winner (or Grand Prize winner's parent/legal guardian's, if a Grand Prize winner is deemed a minor in the state of his/her residence) will be required to sign and return to Administrator, within five (5) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited), and a W9 in order to claim his/her prize, or such other documents as Sponsor deems necessary, in its sole discretion (collectively, "Prize Claim Documents"). If a potential winner cannot be contacted, fails to sign and return the Prize Claim Documents (if required) within the required time period, such potential winner may be disqualified and may forfeit his/her prize. In the event that a potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner by random drawing from among all remaining eligible Entries, time permitting. Upon verifying a Winner, Administrator or Sponsor will mail the Prize to the address provided during the verification process. Allow 6-8 weeks for receipt of mailed Prize. Neither

Sponsor nor Administrator are responsible for lost, late, delayed, mutilated, or damaged mailing of the Prize.

(1) Prize and Approximate Retail Value: Two (2) Grand Prizes – A \$1,350.00 Thorntons' Gift Card. ARV: \$1,350.00 each.

Grand Prize may be referred to herein as "Prize." Prize will be awarded provided it is validly claimed by February 27, 2020, after which no alternate potential Winner will be selected, nor unclaimed Prize awarded. Prize cannot be used in conjunction with any other promotion or offer. No interest will be awarded on Prize. Prize is subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a Prize is solely the responsibility of Winner. Grand Prize winner will receive an IRS Form 1099 reflecting the actual retail value of his/her Prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes.

- 6. 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 or 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. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation 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 Prize 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.
- 7. 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 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 a random drawing 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's, if entrant is deemed 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.

8. Disputes/Governing Law - Entrant (or entrant's parent/legal guardian's, if entrant is deemed a minor in the state of his/her residence) 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 Winners 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 Louisville, Kentucky, 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 Kentucky state or federal court judge with experience in entertainment matters who shall follow Kentucky 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 Kentucky, 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 Kentucky. 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 Kentucky; (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 Kentucky, without giving effect to any choice of law or conflict of law rules (whether of the State of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Kentucky.

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

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

