

## **MONSTER ENERGY® & THORNTONS® "CHANCE TO WIN VIP PASSES TO PBR CHICAGO" SWEEPSTAKES OFFICIAL RULES**

**BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES ENTRY PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE STATES OF ILLINOIS, INDIANA, KENTUCKY, OHIO, TENNESSEE, FLORIDA AND WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

Monster Energy Company ("Monster") is offering the "Monster Energy® & Thorntons® Chance to Win VIP Passes to PBR Chicago" (the "Sweepstakes"). The Sweepstakes is subject to these official rules (the "Official Rules"), and by entering, entrant ("Entrant") agrees to be bound by them and the decisions of Monster, which are final and binding in all respects. This Sweepstakes' entry period is from December 1, 2017 at 12:01 a.m. US Central Time through January 7, 2018 at 11:59 p.m. US Central Time (the "Entry Period"). Thornton's computer is the official timekeeping device for entry in the Sweepstakes.

**1. Eligibility:** The Sweepstakes is open to persons who: are legal residents of, and physically located within the states of **ILLINOIS, INDIANA, OHIO, KENTUCKY, TENNESSEE, FLORIDA** only; and who are 21 years of age or older. VOID WHERE PROHIBITED. Employees, officers and representatives, and members of their immediate families (*i.e.*, parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Monster, Thorntons Inc., and their respective affiliated companies, parent companies, subsidiaries, participating promotional partners, retailers, distributors, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Sweepstakes (the "Sweepstakes Entities") are not eligible. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Monster.

**2. How To Enter:** There are two (3) methods of entry for this Sweepstakes -

- (a) Entry by eligible purchase: To enter Sweepstakes through the official Thorntons App download the Thorntons Refreshing Rewards App, sign up to be a Refreshing Rewards member, and make an eligible purchase of one or more 16/15.5oz Monster products at a participating Thorntons location and scan your Rewards App/Card at the time of purchase. Entries through the Thorntons Refreshing Rewards App will be open from 12:00 a.m. CST on 12/1/2017 until 11:59 p.m. CST on 01/07/2018. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. You are providing your information to Thorntons and not to Facebook.
- (b) Entry by App: To obtain an entry by App, Entrants must download the Thorntons Refreshing Rewards App and sign up to be a Refreshing Rewards Member and select "Click to Win." App Entries must be entered by 11:59 p.m. US CST on December 12/1/2017, and received by 11:59 p.m. US CST on 01/07/2018.
- (c) Entry by Mail: Send a hand printed 3 x 5" paper/card with your first and last name, street address, city, state, zip code, and email address on a first-class stamped envelope to: Thorntons' PBR Sweepstakes, Thorntons Inc., Marketing Department, PO Box 34230, Louisville, KY 40232. Limit of one (1) entry per outer envelope. For each mail-in entry received, the entrant will receive one (1) entry into the Grand Prize Pool. Mail-in Entries must be postmarked by 11:59 p.m. US CST on December 12/1/2017, and received by 11:59 p.m. US CST on 01/07/2018.

General Entry Terms and Conditions. There are no limits on entries, per eligible person during the Entry Period, regardless of entry method. For purposes of this Sweepstakes, a "day" begins at 12:01 a.m. US Central Time and ends at 11:59 p.m. US Central Time. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Monster's sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities are not responsible for technical failures of any kind, including,

but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's handset to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Monster may be disqualified. All materials submitted become the property of Monster and will not be returned. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

The odds of winning a prize depend on the total number of Eligible Entries received during the Entry Period.

**3. Prize:** One (1) prizes are available to be won in this Sweepstakes.

*Grand Prize:* One (1) "Grand Prize" is available. The Grand Prize includes: (a) Two (2) Gold level tickets to PBR Built Ford Tough Series Event in Chicago, IL. on January, 13<sup>th</sup>, 2018, the Grand Prize Winner and his/her guest (guest must be 21+). All Grand Prize details not specified in these Official Rules will be determined in Monster's sole discretion. The ARV of the Grand Prize is: \$500.

**4. Winner Selection and Notification:** On or about January 2, 2018, the potential "Winners" will be determined via random drawing from all Eligible Entries received. Each potential Winner will be notified within two (2) business days of the drawing. Each potential Winner will be notified by text message at the number of the device used to enter the Sweepstakes, or by email in the case of written entry. The Winner of that prize will be identified as the authorized account holder of the phone number or email submitted with the entry, but Monster may also identify the person who submitted the entry as being associated with the Winner or such winning entry. A prize won by an Entrant, if the Entrant meets the eligibility requirements for this Sweepstakes, will be awarded to the authorized account holder of the phone number or email address submitted with the entry regardless of the individual who submitted the winning entry. If a potential Winner cannot be reached after a reasonable effort has been exerted or fails to respond within two (2) business days of the date of notification, the potential Winner forfeits the prize, and an alternate potential Winner will be randomly drawn from all remaining Eligible Entries. If the alternate potential Winner is unable to accept the prize, the prize is forfeited and another alternate potential Winner will be randomly drawn from all remaining Eligible Entries. This Winner selection and notification process shall be continued until one (1) Grand Prize Winner is confirmed. The Grand Prize will be awarded if it is properly claimed before January 12, 2018; after this date, alternative Winner(s) will not be selected and an unclaimed Grand Prize will not be awarded. If a prize or a prize notification is returned as undeliverable, the prize will be forfeited and an alternate potential Winner will be randomly drawn from the remaining Eligible Entries.

**5. Liability Release and Indemnity:** By entering the Sweepstakes, Entrant agrees that Monster, any other Sweepstakes Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Entrant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or to property, arising directly or indirectly from the acceptance, possession, misuse or use a prize. Each prize is offered and provided "as is" with no warranty or guarantee by Monster, either express or implied. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each Winner acknowledges that the Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the prizes.

Entrants agree to indemnify and hold harmless the Sweepstakes Entities from any and all liability arising out of or relating in any way to Entrant's participation in the Sweepstakes and to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities arising out of participation in the Sweepstakes, use of the Sweepstakes website(s), or receipt or use of any prize, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize. Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of any Sweepstake website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the Sweepstakes Entities' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sweepstakes Entities be liable for attorney's fees.

The Sweepstakes Entities assume no responsibility for and will disqualify entries that are: late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic

error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. The Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the prizes and Winners, the delivery of the prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Monster reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or the Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**6. Prize Terms:** Total ARV of all prizes offered in the Sweepstakes is \$500 U.S.D. The ARV is subject to change based upon current market conditions at the time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) prize per Entrant. All prize details not specified in these Official Rules will be determined in Monster's sole discretion. The date for fulfillment of the prizes will be during 2018 for the Grand Prize Winner and within 5 days of distribution of the Gold Passes to First Prize Winners, but subject to change in Monster's sole discretion. The Grand Prize will be awarded if it is properly claimed before December 12, 2018; after this date, alternative Winner(s) will not be selected and the Grand Prize will not be awarded if unclaimed. If for any reason a prize is unavailable or any prize or related event is delayed, cancelled or postponed, or for any other reason, Monster reserves the right to modify the Sweepstakes in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a Winner. The Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a prize. In the event a potential Winner cannot accept a prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of a prize are solely Winner's responsibility. Each prize is provided "as is". Entrants acknowledge that the Sweepstakes Entities have neither 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 a prize, including any express warranties provided by any prize supplier that are sent along with a prize and any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured in online, television and print advertising, promotional packaging and other Sweepstakes materials are for illustrative purposes only.

The value of a prize will be taxable to the Winners as income. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules, including but not limited to any applicable title and license fees and insurance, are solely the Winners' responsibility.

**7. Grant of Rights.** By entering, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, and any video footage related to the prize, for Monster's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**8. General Terms.** By entering the Sweepstakes, Entrants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Monster and by the decisions of Monster, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Sweepstakes Entities from and against any claims, injury or damages arising out of or relating to participation in the Sweepstakes and/or the use, misuse or redemption of a prize, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the prizes, or Monster's advertising and marketing related to the Sweepstakes, Entrants or the Winners. Winning a prize is contingent upon fulfilling all requirements set forth herein.

The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place, or if any prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Sweepstakes Entities. If, for any reason, the Sweepstakes is not capable of running as

planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in Monster's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Monster reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on [www.monsterenergy.com](http://www.monsterenergy.com) if time permits and the prizes will be awarded to a potential Winner to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event outside of the reasonable control of Monster. Monster reserves the right to modify and amend these Official Rules from time to time during the Sweepstakes for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, MONSTER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Monster's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Monster's sole and absolute discretion.

**9. Binding Arbitration:** Except where prohibited by law, Entrant agrees: (1) any dispute, controversy or claim arising out of or relating to the Sweepstakes or any prize awarded shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Sweepstakes or any prize awarded shall be resolved by binding arbitration conducted by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the JAMS Rules, in Orange County, California; (4) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (5) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorneys' fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**10. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Monster in connection with the Sweepstakes, shall be governed by, and construed in accordance with, California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

**11. Sponsored by:** This Sweepstakes is sponsored by Thorntons Inc., 2600 James Thornton Way, Louisville, KY 40245.

**12. Administered by:** This Sweepstakes is administered by Thorntons Inc., 2600 James Thornton Way, Louisville, KY 40245.