

Little Caesars Listens™ Rewards Official Rules

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

1. Eligibility: Little Caesars Listens™ Rewards (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 Little Caesar Enterprises, Inc., Ilitch Holdings, Inc., InMoment, Inc., HelloWorld, Inc., and their parent and affiliate and franchisee 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 a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Little Caesar Enterprises, Inc., 2211 Woodward, Detroit, MI 48201. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on January 16, 2017 at 12:00:00 a.m. Eastern Time (“ET”), ends on December 31, 2017 at 11:59:59 p.m. ET (the “Promotion Period”), and consists of twelve (12) 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)	Approximate Drawing Date
January	January 16, 2017	January 31, 2017	February 7, 2017
February	February 1, 2017	February 28, 2017	March 7, 2017
March	March 1, 2017	March 31, 2017	April 7, 2017
April	April 1, 2017	April 30, 2017	May 8, 2017
May	May 1, 2017	May 31, 2017	June 7, 2017
June	June 1, 2017	June 30, 2017	July 7, 2017
July	July 1, 2017	July 31, 2017	August 7, 2017
August	August 1, 2017	August 31, 2017	September 7, 2017
September	September 1, 2017	September 30, 2017	October 9, 2017
October	October 1, 2017	October 31, 2017	November 7, 2017
November	November 1, 2017	November 30, 2017	December 7, 2017
December	December 1, 2017	December 31, 2017	January 8, 2018

InMoment, Inc.’s computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During any Monthly Entry Period, and within three (3) calendar days of the date of your recent Little Caesars experience, visit littlecaesarlistens.com (the “Site”) and follow the links and instructions to take a survey about your experience, opt in to the Sweepstakes, and complete and submit the registration form including your valid email address and valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes drawing for the applicable Monthly Entry Period. *If you wish to enter the Sweepstakes without completing a survey, visit www.inmoment.com/websurvey/app?gateway=LCSweepsOnly&OC=0000 and complete and submit the registration form. You will automatically receive one (1) entry into the drawing for the applicable Monthly Entry Period.* YOU ARE NOT REQUIRED TO SUBMIT A SURVEY IN ORDER TO ENTER THE SWEEPSTAKES.

Limit: You may enter four (4) times per Monthly Entry 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 an authorized account holder.

5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select each potential Sweepstakes winner from all eligible entries received during the applicable Monthly Entry Period on or around the dates listed in Section 3. Non-winning entries will not be included in drawings for subsequent Monthly Entry Periods. The potential winners will be notified by email. Potential winners may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release within seven (7) calendar days of receipt. If any winner is considered a minor in his/her jurisdiction of residence, an Affidavit or Declaration of Eligibility and Liability/Publicity Release must be signed by his/her parent or legal guardian. If a potential winner of any prize cannot be contacted or the prize is rejected or returned as undeliverable, or potential winner fails to comply with these rules and requirements or provide any requested information within the required time period, the potential winner forfeits his/her 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 applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after winner selection.

6. Prizes: TWELVE (12) GRAND PRIZES (one (1) per Monthly Entry Period): \$15,000 check. Approximate Retail Value of each Grand Prize: \$15,000. Approximate Retail Value of all prizes combined: \$180,000.

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 a 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 for the applicable Monthly Entry Period. Limit: One (1) prize per person for the Promotion Period.

7. Release: By entering and/or receipt of any prize, entrants and winners agree to release and hold harmless Sponsor, Ilitch Holdings, Inc., InMoment, Inc., Administrator, and their respective subsidiaries, affiliates, franchisees, 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 any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in or travel to any Sweepstakes-related activity and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each 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.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR THE SWEEPSTAKES, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SITE OR ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

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://littlecaesars.com/PrivacyPolicy.aspx>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted each of Sponsor's and Administrator's privacy policies.

13. Winners List: For a winners list, visit <http://bit.ly/2fIPCy4>. The winners list will be posted after winner confirmation is complete.

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Little Caesars Listens™ Rewards Abbreviated Rules

ABBREVIATED RULES for TV and Radio

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/17. For Official Rules, email alternate method of entry, and complete details, visit LittleCaesarsListens.com. Sponsor: Little Caesar Enterprises, Inc.

ABBREVIATED RULES for Print (including pizza boxes)

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/17. For Official Rules, email alternate method of entry, prize descriptions and odds disclosure, visit LittleCaesarsListens.com. Sponsor: Little Caesar Enterprises, Inc., 2211 Woodward, Detroit, MI 48201. Monthly prize awarded as a \$15,000 check.

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 12/31/17. To enter and for Official Rules, visit LittleCaesarsListens.com.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) 18 years and older. Ends 12/31/17. To enter and for Official Rules, including odds, email alternate method of entry, and prize descriptions, visit LittleCaesarsListens.com. Void where prohibited.