Essence Music Festival: Convention Center Twitter/Instagram Photo Contest Official Rules

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

1. Eligibility: The Essence Music Festival: Convention Center Twitter/Instagram Photo Contest (the "Contest") is open only to legal residents of the 50 United States (or the District of Columbia) who are 18 years of age or older at the time of entry, who have a mobile device equipped with a camera ("Device"), and who are in attendance at the Essence Music Festival in New Orleans, LA on July 5, 2013 – July 7, 2013. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, 360i LLC, Inc., Career Sports & Entertainment, Inc., Essence Communications, Inc., Irban Group, LLC ("Irban Group"), ePrize, Inc., and their respective parents, subsidiaries, affiliates, and agents, and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313. **Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: Participation in this Contest 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 this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on July 5, 2013 at 12:00 a.m. Central Time ("CT") and ends on July 7, 2013 at 5:59 p.m. CT (the "Contest Period"). For the purposes of this Contest, a day is defined beginning at 12:00 a.m. CT and ending at 11:59 p.m. CT, except for July 7, 2013 which will end at 5:59 p.m. CT (each a "Day"). Irban Group's computer is the official time-keeping device for this Contest.

5. How to Enter: During the Contest Period, take a photo ("Photo") depicting "Moments of Happiness" at the Coca-Cola Booth at the Essence Music Festival (the "Contest Theme"). Then, enter via Twitter or Instagram:

- a) <u>Twitter Method of Entry</u>: During the Contest Period, after the prompt, visit Twitter (<u>www.twitter.com</u>) on your Device and follow the links and instructions to log in to your Twitter account ("Twitter Account"). If you do not have a Twitter Account, you may create one. Twitter Accounts are free. Twitter's Terms of Service apply http://twitter.com/tos. Once logged into your Twitter Account, follow the links and instructions to become a follower of @CocaCola at Twitter.com/CocaCola. Then, post your Photo and include @CocaCola and the hashtag: #CokeEssenceFest.
- **b) Instagram Method of Entry:** During the Contest Period, after the prompt, access the Instagram application ("Instagram App") on your Device. If you

do not have the Instagram App, you may download it through the application store on your Device. The Instagram App is free. Instagram's Terms of Use apply <u>http://instagram.com/legal/terms/</u>. Once you have accessed the Instagram App, follow the links and instructions to post your Photo and include @CocaCola and the hashtag #CokeEssenceFest.

For Both Methods of Entry: Your wireless service **provider's message and data rates may apply**. Entrants should consult their wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Entrants should check their Device's features for capabilities and check the Device manual for specific use instructions. In order for your Submission to be considered in this Contest, your profile and the photo must be public. By uploading a Photo, you agree that your Photo conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes your Photo fails to conform to the Guidelines and Restrictions.

Photo Guidelines:

- The Photo format and size must comply with the Twitter or Instagram limitations (depending on method of entry);
- The Photo must comply with the terms and conditions of Twitter or Instagram (depending on method of entry);
- The Photo must include @CocaCola and the hashtag #CokeEssenceFest;
- The Photo cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

- The Photo must not include any private information of a third party such as name, address, phone number, or email address;
- The Photo must not include the image of a child under the age of 13 drinking a Coca-Cola product;
- If a Photo includes the image of a child under the age of 13, the Photo must also include an image of his/her parent/legal guardian;
- The Photo must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Photo must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Photo must not contain brand names or trademarks of any competitive beverage companies;
- The Photo must not contain text, images or artwork not created by entrant;
- The Photo must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Photo must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

• The Photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Photo is created.

Limit: Each entrant may upload 25 Photos during the Contest Period. Multiple entrants are not permitted to share the same email address or Twitter Account/Instagram account (collectively referred to as, "Account"). Any attempt by any participant to upload more than the stated number of Photos by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void all of that entrant's Photos and that entrant may be disgualified from this Contest and any of the Sponsor's other promotions. If any individuals appear in the Photo, entrant must have permission to use their name and likeness in the Photo and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable by Sponsor. Posting and/or Public Sharing a Photo constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Photos in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Photo or any portion thereof. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Photos, which are disqualified in Sponsor's sole discretion. In the event of a dispute as to the owner of any Photo, the authorized account holder of the email address used to register for that Account 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. Entrant may be required to show proof of being the authorized account holder.

6. Winner Determination: 4 times per Day during the Contest Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will review the Photos and will select the highest-scoring Photo from among all eligible Photos received up to the point of each reviewing time (including those submitted earlier in the Contest Period) (the "Review Period"), based on an application of the following criteria ("Judging Criteria"):

- Creativity/Originality (35%);
- Fit to Contest Theme (50%); and
- Quality of Photo (15%).

The entrant who created the Photo with the highest score during each Review Period will be deemed the potential winner of that Review Period. In the event of a tie, the entrant whose Photo received the higher score in the Fit to Contest Theme category, as determined by the qualified judges, will be selected from among the tied entrants. Sponsor reserves the right to select fewer than 12 potential winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Photos.

7. Winner Requirements: Each potential winner will be notified by Sponsor after the end of the applicable Review Period. If a potential winner entered via the Twitter

Method of Entry, he or she will be notified via direct message from @CocaCola to the Twitter Account used to enter the Contest. In order to receive the message, your "Tweet Privacy" Account setting must be "unchecked." If a potential winner entered via the Instagram Method of Entry, he or she will be notified via public message on the potential winner's Instagram Photo. Each potential winner will be required to appear at the Coca-Cola Booth in the Convention Center at the Essence Music Festival within 30 minutes of receiving the direct message/public message (depending on method of entry) to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to appear at the Coca-Cola Booth in the Convention Center at the Essence Music Festival within the specified time period, or does not comply with these Official Rules, the potential winner forfeits the prize. Unclaimed prizes will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Photo, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Photo and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Photo for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Photo and that Sponsor in its sole discretion shall have the right to refrain from using the Photo. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 11 below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will fulfilled be on-site, upon winner verification.

8. Prizes: <u>12 GRAND PRIZES (4 per Day)</u>: A Coca-Cola prize pack, containing 1 Lady Coca tote bag; 1 Lady Coca t-shirt; 1 "Blinged Out" tumbler; 1 Lady Coca emery board; 1 pair of sunglasses; and 1 pair of earbud headphones. Approximate Retail Value: \$50. Size, color, style and all other details of prize pack contents determined by Sponsor in its sole discretion.

<u>For All Prizes</u>: No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: 1 prize per person.

9. Publicity: Except where prohibited, participation in the Contest constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, likeness, city and state of residence for promotional purposes in any media without further consideration.

10. General Conditions: If for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security,

fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winners, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor. The 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 Contest or to be acting in violation of these Official Rules or any other Contest, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Release and Limitations of Liability: Except where prohibited, by 11. participating in the Contest, entrant agrees to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, 360i LLC, Inc., Career Sports & Entertainment, Inc., Irban Group, Essence Communications, Inc., ePrize, Inc., and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) late, lost, or undeliverable mail; or (f) 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 Contest. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or its associated winner selection and/or notification (the "Contest Administration") 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; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) 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 Contest and Contest Administration, 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.

13. Winner List: For a winner list, visit <u>http://bit.ly/12bzP70</u>. The winner list will be posted after winner confirmation is complete.