## Coca-Cola NASCAR Racing 2014 Sweepstakes

## Official Rules

## NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility: The Coca-Cola NASCAR Racing 2014 Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States (or the District of Columbia) who are 13 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Cinemark U.S.A., Inc., Blippar, Momentum Worldwide, National Association for Stock Auto Racing, Inc. ("NASCAR"), Sprint Corporation ("Sprint"), Daytona International Speedway, LLC, HelloWorld, Inc., and their respective parent companies, subsidiaries, affiliates, and agents and those prize providers and agencies that are involved in the development or execution of this Sweepstakes or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Sweepstakes 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:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- **3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Sweepstakes.
- 4. Promotion Period: The Sweepstakes begins at 12:00 a.m. Eastern Time ("ET"), October 3, 2014, and ends at 11:59 p.m. ET, November 6, 2014, (the "Promotion Period"). Twitter, Inc.'s and Instagram, Inc.'s computers are the official time-keeping devices for this Sweepstakes.
- **5. How to Enter:** There are 2 ways to enter:
  - a) Cinemark Photo Method of Entry: To enter via this method, you must have or create a Twitter account or an Instagram account and you must have a smart phone with the Blippar app, which is free. During the Promotion Period, visit a participating Cinemark Theatre, purchase a Coca-Cola beverage in a COCA-COLA NASCAR collectible cup. Follow the links and instructions to scan the Blippar code on the cup using the Blippar app. Then, take a "selfie" using the augmented reality experience and share the photo via Twitter or Instagram, including the hashtag #CokeRacingCinemark. The photo and hashtag together are your "shared content." You must include all of the above items for your shared content to be eligible for the Sweepstakes. If your shared content is compliant, you will automatically receive one entry into the Sweepstakes. Retweets are not eligible. If you are a minor, you must obtain permission from your parent or legal guardian before sharing your selfie. Your selfie may include the image of someone in addition to you, but only if they are (and appear to be) 13 years or older and you have their permission (or parent/legal guardian's permission, for any minor). You may be required to provide proof of such permission(s) in a form acceptable to Sponsor. If you use a cellular device, data rates apply. Your shared content must not contain any offensive, disparaging or otherwise inappropriate content, as determined by Sponsor in its sole discretion, or it may not be approved, it may not be considered to be eligible, and you may not be permitted to win a prize in this Sweepstakes. Your content must also comply with the Twitter or Instagram guidelines, depending on the way you entered. Your Twitter

account, Instagram account, and associated content must be public or you will not be able to participate or be eligible for a prize. If you do not have a Twitter account, visit Twitter (www.twitter.com) and follow the links and instructions to create one, subject to terms determined by Twitter. If you do not have an Instagram account, visit Instagram (www.instagram.com) and follow the links and instructions to create one, subject to terms determined by Instagram.

b) Alternate Method of Entry: During the Promotion Period, to enter without making a purchase or posting shared content, hand print your full name, street address, (no P.O. Boxes), day/evening/cellular phone number (if any), email address and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Coca-Cola NASCAR Racing 2014 Sweepstakes – Sweeps Entry," P.O. Box 5046, Department 812644, Kalamazoo MI 49003-5046. You will receive 1 entry into the Sweepstakes. Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by November 7, 2014 and received by November 14, 2014. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: 10 Sweepstakes entries per person during the entire Promotion Period, regardless of method or combination of methods of entry. 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, social media accounts, registrations or logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter 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. Potential winner may be required to show proof of being the authorized account holders.

- 6. **Drawing:** Administrator is an independent judging organization whose decisions as to the selection of the potential winner are final and binding. On or about November 17, 2014, Administrator will select the name of the potential winner in a random drawing of all eligible entries received during the Promotion Period. The potential winner, if he or she entered through the 5 a method, above, will be notified via direct message on Twitter or by comment on Instagram and will need to follow the required instructions to provide their contact information, confirm their age, and claim the prize within 72 hours, or forfeit it. If he or she entered via the 5 b method above, he or she will be contacted by email, mail or phone. The odds of winning the prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winner: Potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Administrator, within 5 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release ("Declaration") (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. Additional releases and/or waivers of liability required by Daytona International Speedway, LLC and/or any applicable sanctioning body shall also be required as appropriate. If he/she fails to do so, he/she may be disqualified and forfeit the prize. In the event that the potential Grand Prize winner cannot be contacted, fails to complete the Declaration in the required time

frame, does not follow the prize claim instructions within the required time frame, forfeits the prize, or is disqualified for any reason, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the prize will not be awarded.

## 8. Prize:

1 GRAND PRIZE: A trip package for two (2) to Daytona Beach, FL to watch the NASCAR Sprint Cup Series "DAYTONA 500" race on Sunday, February 22, 2015 (the "Race"). Trip package includes round trip, coach-class air transportation for 2 from a major airport near winner's home (determined by Sponsor in its sole discretion); 2 nights' accommodations at Sponsor's choice of hotel (single room, double occupancy); Two (2) Race Tickets Saturday and Sunday), Access to hospitality in the Pavilion at Daytona International Speedway with catered food and beverage (Sunday Only) (menu determined by Sponsor, in its sole discretion); \$300 rental car allowance; pre-Race Sprint FANZONE access; musical entertainment, sports and video games; NASCAR celebrity appearances; and souvenir gift and event program. Seat locations and all other prize details determined by Sponsor in its sole discretion. Travel must be round trip. Winner and guest must travel on same itinerary. Sponsor will determine airline and flight itinerary in its sole discretion. Winner and guest must travel on the dates specified by Sponsor, surrounding the Race, or forfeit the prize. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the winner's residence, winner will be provided \$200 in spending money for driving expenses in lieu of air transportation. Sponsor is not responsible if Race or any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. If winner is a minor (as determined by his/her state of residence), winner's guest must be winner's parent/legal guardian. If winner's guest is a minor (as determined by his/her state of residence), winner must be that minor's parent/legal quardian and must complete required paperwork on behalf of minor, as applicable. Travel companion must execute liability/publicity releases prior to issuance of prize documents. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Sponsor is not responsible if winner does not use ticket on day of the event. Approximate Retail Value ("ARV"): \$4,200. The ARV of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute prize for one of equal or greater value. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

- **9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, shared content, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration.
- **10. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a)

suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. 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 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 undermine the legitimate operation of the Sweepstakes may be a 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.

- 11. Release and Limitations of Liability: Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Cinemark U.S.A., Inc., Blippar, Momentum Worldwide, NASCAR, Inc., Sprint, Daytona International Speedway, LLC, Twitter, Inc., Instagram, Inc., HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes 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, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes 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 Sweepstakes or receipt of any prize. 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 Sweepstakes 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. 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 Sweepstakes entry, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, 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 prize offered herein. 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 herein 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.
- 12. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes 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; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. 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.

**13. Winner List:** For a winner list, visit <u>bit.ly/Tm0Bx8</u>. The winner list will be posted after winner confirmation is complete.

Daytona International Speedway, LLC is not a sponsor of this promotion. Daytona International Speedway®, DAYTONA® DAYTONA 500® and their respective logos are registered trademarks and are used with permission. NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, Inc. NASCAR, Inc., and Sprint are not sponsors of this promotion. The NASCAR Sprint Cup Series™ word mark is used under license by the National Association for Stock Car Auto Racing, Inc., and Sprint.