Diet Coke Kittens Sweepstakes

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility: The Diet Coke Kittens Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States (or the District of Columbia) who are 18 years of age or older and who have a public Twitter or Instagram account. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Droga5, 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. This promotion is in no way sponsored, endorsed, or administered by, or associated with Twitter or Instagram.
- 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 4:30 p.m. Eastern Time ("ET"), December 12, 2014, and ends at 11:59 p.m. ET, December 15, 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:** You must have or create a Twitter account or an Instagram account (an "Account"), which are free.
 - a) Twitter: During the Promotion Period, log in to your Account and share a comment or a photo that is about your love for Taylor Swift and kittens, being certain to use the hashtag #DCKittensEntry. The comment or photo and the 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 in your state of residence, you must obtain permission from your parent or legal guardian before sharing your photo. Your photo 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.
 - b) Instagram: During the Promotion Period, log in to your Account, then repost one of the photos that the Sponsor shared for this Sweepstakes, (with or without adding a comment) being certain to use the hashtag #DCKittensEntry. If you add a comment, any comment or photo and the hashtag together are your "shared content." You must include 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.

For Both Methods: 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.

Limit: One (1) Sweepstakes entry per person per day during the entire Promotion Period, regardless of method or combination of methods of entry. If you enter more than once via Twitter, your comment or photo must be different each time. Multiple entrants are not permitted to share the same Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different identities, social media Accounts, 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 entry, the authorized account holder of the Account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an Account by Twitter or Instagram. Each potential winner may be required to show proof of being an authorized account holder.

- 6. **Drawings:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about December 17, 2014, Administrator will select the names of the potential winners in a random drawing of all eligible entries received during the Promotion Period. The potential winners will be notified via public or direct message on Twitter or Instagram, and will need to follow the required instructions to provide their contact information, confirm their age, and claim the prize within 5 days, or forfeit it. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winners: Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. In the event that any potential winner cannot be contacted, does not follow the prize claim instructions within the required time frame, forfeits the prize, is disqualified for any reason, or if a prize notification or prize is returned as undeliverable, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to 2 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be fulfilled within 8 10 weeks after all winners are confirmed at the end of the Sweepstakes.

8. Prizes:

<u>100 GRAND PRIZES</u>: A 12" x 12" Diet Coke® and Kittens 2015 calendar, all details determined by Sponsor, in its sole discretion. Approximate Retail Value: \$15.

No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, Twitter handle, Instagram name, shared content, photograph, 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, Droga5, 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>http://bit.ly/1whKVJS</u>. The winner list will be posted after winner confirmation is complete.