## Holiday Punch Card and Sweepstakes - Aramark

## Official Rules

NO PURCHASE, TEXT MESSAGE, OR ENTERING OR SCANNING A CODE IS REQUIRED TO ENTER OR WIN. EACH TEXT MESSAGE SENT OR RECEIVED MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. IF YOU REQUEST THE URL BY TEXTING THE KEYWORD FOUND ON IN-STORE ADVERTISING TO 2653, YOU ARE PROVIDING SPONSOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 1 TEXT MESSAGE USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR REQUEST. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES. IF YOU WISH TO OPT OUT, TEXT STOP TO 2653. TEXT HELP TO 2653 IF YOU WOULD LIKE MORE INFORMATION. Your participation in the Promotion is subject to the Sponsor's Privacy Policy which can be viewed at http://www.coca-cola.com/tcccprivacypolicy and Sponsor's Mobile Terms and Conditions which can be viewed at https://us.cocacola.com/mobile-terms-of-use/. The wireless carrier does not guarantee that text messages will be delivered and will not be liable for delayed or undelivered messages.

- 1. Eligibility: The Holiday Punch Card and Sweepstakes - Aramark (the "Promotion") is open only to legal residents of the 50 U.S. (or D.C.) who are 13 years of age or older at the time of entry and who have a Coca-Cola account (each an "Account") before participating. Employees and non-employee workers of The Coca-Cola Company ("Sponsor"), Coca-Cola bottlers, Aramark, Mobile Messaging Solutions, Inc., HelloWorld, Inc. ("Administrator"), 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 Promotion or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible to enter or to win any prize in this Promotion. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. By participating in the Promotion, 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 Promotion. The Promotion consists of a Sweepstakes and a special offer (the "Offer"). The Offer is only available to those who participate in the Sweepstakes via method 3 a below.
- 2. **Promotion Period:** The Promotion begins at 12:00 p.m. Eastern Time ("ET"), November 1, 2017 and ends at 11:59 p.m. ET, January 2, 2018 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Promotion.
- **3. How to Enter:** There are 2 ways to enter:
  - a) Text for URL and Code Entry Method of Entry: During the Promotion Period, using a two-way text-messaging capable device (each a "Device"), text the keyword found on instore advertising to the short code 2653 to receive the link to the Promotion registration page. If you request the URL via text messaging, you agree that you are providing Sponsor express, written consent for you to receive up to 1 text message using automated technology in response to your request. Message and data rates apply. Consent is not required to buy goods and services. If you wish to opt out, text STOP to 2653. Text HELP to 2653 if you would like more information. Message and data rates may apply. Check your owner's manual for specific text-messaging instructions. Text

messaging may not be available through all wireless carriers. Supported carriers include AT&T, T-Mobile ®, Sprint, Virgin Mobile, Verizon Wireless, NTelos, US Cellular, Boost, C-Spire Wireless, CellCom, ClearSky. Consent is not required to buy goods and services. Your participation in the Promotion is subject to the Sponsor's Privacy Policy, which can be viewed by visiting <a href="http://us.coca-cola.com/privacy-policy">http://us.coca-cola.com/privacy-policy</a> and Sponsor's Mobile Terms and Conditions which can be viewed at <a href="https://us.coca-cola.com/mobile-terms-of-use/">https://us.coca-cola.com/mobile-terms-of-use/</a>. Follow the links and instructions to log in to your Account. Then, locate the code under the cap of any participating 20 fl. oz. Coca-Cola product (each, a "Code"). Then, follow the links and instructions to enter or scan 1 Code where indicated. Once you have entered or scanned your Code, you automatically will receive 1 entry into the Sweepstakes drawing (up to the limit below) and you will receive one virtual punch in a card (each a "Punch"). Once you receive 5 Punches during the Promotion Period, you will unlock the Offer. See additional details below.

Special Offer: If you play the Promotion via this method and accrue 5 Punches before the end of the Promotion Period, you will unlock the Offer which is a \$5 Amazon.com digital Gift Card ("GC") which you will receive via email. Terms and conditions of GCs apply. Limit: 1 GC per person through this Offer/Promotion. ARV of each Offer: \$5.

Sponsor and Administrator are not responsible for complaints or issues regarding digital codes/certificates (claims that digital code/certificate is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the digital code/certificate.

Amazon.com is not a sponsor of this Offer/Promotion. Except as required by law, GCs cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods on Amazon.com or certain of its affiliated websites. GCs cannot be redeemed for purchases of gift cards. Purchases are deducted from the GC balance. To redeem or view a GC balance, visit "Your Account" on Amazon.com. Amazon is not responsible if a GC is lost, stolen, destroyed or used without permission. For complete terms and conditions, see <a href="http://www.amazon.com/gc-legal">http://www.amazon.com/gc-legal</a>. GCs are issued by ACI Gift Cards, Inc., a Washington corporation. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates. No expiration date or service fees.

b) Free Mail-In Alternate Method of Entry: During the Promotion Period, to enter the Sweepstakes without making a purchase, texting, or entering or scanning a Code, 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 "Holiday Punch Card and Sweepstakes - Aramark – Sweeps Entry," P.O. Box 5006, Department #833475, Kalamazoo, MI 49003-5006. You will receive 1 entry into the Sweepstakes drawing, up to the limit below. Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by January 3, 2018 and received by January 10, 2018. 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>: Up to a total of 5 Sweepstakes entries per person during the Promotion Period, regardless of method or combination of methods of entry. Multiple entrants are not permitted to share the same Account or email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's entries and that entrant may be disqualified. 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 email address associated with the

Account 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.

- **4. Drawing:** Administrator is an independent judging organization whose decisions as to the selection of the potential winner are final and binding. On or about January 12, 2018, 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 will be notified by email, mail or phone. The odds of winning the prize depend on the number of eligible entries received during the Promotion Period.
- 5. Requirements of Potential Winner: Potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. The potential 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 3 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If the potential winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information within the required timeframe, he/she may be disqualified and forfeit the prize. In the event that the potential winner cannot be contacted, forfeits the prize, or is disqualified for any reason, if time permits, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries for the prize, up to 3 alternates. If the alternate potential winners are disqualified, the prize will not be awarded.

## 6. Prize:

<u>1 GRAND PRIZE</u>: A check for \$1,000 made out to the winner. Approximate Retail Value ("ARV"): \$1,000.

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.

- **7. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence for promotional purposes in any media without further consideration.
- 8. General Conditions: In the event that the operation, security, or administration of the Promotion 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 Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion 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 Promotion 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 Promotion 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.

- 9. Release and Limitations of Liability: Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless The Coca-Cola Company. Coca-Cola bottlers, Aramark, Mobile Messaging Solutions, 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 Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion 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 Promotion 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 Promotion 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 Promotion, 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.
- **Disputes:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, these Official Rules, or the Sponsor's Privacy Policy (including applicable Mobile Terms and Conditions) and/or Administrator's Privacy Policy (the "Privacy Policies and Mobile T & Cs") will be resolved in accordance with the provisions set forth in this Disputes section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, these Official Rules, or the Privacy Policies and Mobile T & Cs, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Disputes section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Privacy Policies and Mobile T & Cs. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that vou will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Disputes section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Oakland County, Michigan.

You agree that you will not file a class action or collective action against Administrator, Sponsor, or the Released Parties, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Privacy Policies and Mobile T & Cs, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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.

- **11. Winner List:** For a winner list, visit <a href="http://bit.ly/2xBUIj1">http://bit.ly/2xBUIj1</a>. The winner list will be posted after winner confirmation is complete.
- **Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.