

# Smashburger SmashClub Sweepstakes

## Official Rules

**NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SMASHCLUB ACCOUNT REQUIRED TO ENTER. VOID WHERE PROHIBITED BY LAW.**

1. **Eligibility:** The Smashburger SmashClub 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 at the time of entry and who have a free SmashClub account before participating. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Smashburger Servicing LLC, Delta Air Lines, Inc., Punchh, Inc., 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., 3000 Town Center, Suite 2100, Southfield, MI 48075.
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"), July 9, 2018 and ends at 11:59 p.m. ET, August 19, 2018 (the "Promotion Period"). Smashburger Servicing LLC's computer is the official time-keeping device for this Sweepstakes.
5. **How to Enter:** There are 2 ways to enter:
  - a. **Purchase a Coca-Cola Beverage Using your SmashClub Account:** During the Promotion Period, visit a participating Smashburger restaurant, provide your SmashClub account phone number or email address or the Smashburger Rewards App, and purchase any size Coca-Cola beverage. (If you fail to provide your SmashClub account at the time of purchase, you can, during the Promotion Period, subsequently log into the Smashburger Rewards App, scan the barcode from the purchase receipt and link the purchase to your SmashClub account.) If you make a qualifying purchase and use/link to your SmashClub account, you automatically will receive 1 entry per transaction into the Sweepstakes, up to the limit stated below.

**Sweepstakes Automatic Entry Opt Out:** *If you wish to take the above action without being entered into the Sweepstakes*, you may hand print your full name, street address, (no P.O. Boxes), phone number, email address (be sure to use the one connected to your SmashClub account), and SmashClub account number and request to be excluded from the sweepstakes on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Smashburger SmashClub Sweepstakes – **OPT-OUT REQUEST**," P.O. Box 5013, Dept. 836882, Kalamazoo, MI 49003-5013. Your Opt-Out request must be August 20, 2018 and received by August 27, 2018 in order for your entry/entries to be removed from the Sweepstakes.

- b. **Mail-In Alternate Method of Entry:** During the Promotion Period, to enter without making a purchase, hand print your full name, street address, (no P.O. Boxes), day/evening/cellular phone number (if any), email address, date of birth and SmashClub account number on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Smashburger SmashClub Sweepstakes – Sweeps Entry," P.O. Box 5013, Dept. 836882, Kalamazoo, MI 49003-5013. You will receive 1 entry into the Sweepstakes. Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by August 20, 2018 and received by August 27, 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.

Limit: 1 Sweepstakes entry per person per day during the Promotion Period, regardless of method or combination of methods of entry. Multiple entrants are not permitted to share the same SmashClub account or email address. Any attempt by any entrant to obtain more than 1 entry per day 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 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 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.

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 August 31, 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. 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 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 (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If a potential prize winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information (as applicable), 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, 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. Prize will be fulfilled by mail approximately 8 to 10 weeks after the conclusion of the Sweepstakes.
8. **Prize:** 1 GRAND PRIZE: A \$3,000 "Gift of Travel" certificate from Level 4 Marketing and 2 Delta Airlines certificates for round-trip travel. Terms, restrictions and conditions apply.

Travel Certificate: Travel is subject to availability and blackout dates apply. Certificate is valid for up to 2 travelers. Certificate will be valid for 1 year following the date of purchase. Certificate must be used for 1 full-package trip in double occupancy lodging

accommodations. Reservations should be made at least 45 days in advance; earlier is recommended. Certificate has no cash value.

**Delta Airline Certificates: Reservations/Ticketing:** Reservations must be made and tickets issued prior to departure. Tickets must be issued within 24 hours of making reservations. Reservations made on delta.com must be ticketed at time of reservation. The number of seats available for this offer is limited.

**Certificate Validity:** Certificate must be redeemed and ticket issued by the date stated above. Extensions will not be granted under any circumstances.

**Booking Class:** Refer to the Certificate Summary above. If this certificate is valid for travel in Delta Comfort+® both W and L class must be available to confirm a Delta Comfort+® seat.

**Fare Basis Code:** \*GRATIS (\*Insert applicable booking class. Ex: YGRATIS).

**Minimum Stay:** None.

**Maximum Stay:** Travel must be completed within 331 days of the booking date.

**Blackout dates:** None

**Itinerary:** Stopovers, open segments and wait listing are not permitted, in addition if this certificate is valid for roundtrip travel, circle and double open-jaw trips are not permitted. For certificates that are valid for roundtrip travel, single legal open-jaw itineraries are permitted.

**Carrier Combinations:** The use multiple marketing carriers is not allowed, all ticketing must be complete using a single marketing carrier from origin to destination.

**Stopovers:** Stopovers of more than 4 hours for domestic travel or 24 hours for transoceanic travel are not permitted.

**Routing:** Travel on DL is valid via DL published routings on DL published fares for the permitted area of travel for this certificate. If this certificate is valid for international travel, non-DL operated flights, if permitted, are only valid for Transatlantic travel between the US (including Puerto Rico)/Canada/Mexico and Europe/Middle East/Africa. Schedules are not guaranteed and are subject to change without notice. Involuntary denied boarding compensation, if applicable, will not be paid.

**Transferability:** The certificate is transferable only if it is not associated with an individual's name. Exception: If the certificate is issued in an individual's name, the certificate may be used by a different person as long as the original recipient is traveling with that person in the same reservation. Certificates may not be transferred for cash or any other consideration. Purchased and/or auctioned certificates are subject to confiscation and travel will not be permitted.

**Taxes/Fees:** Additional taxes/fees/surcharges/inspection and security fees may apply. PFCs do not apply. Any tax liability or other government imposed fees are the responsibility of the user.

**For all Prizing:** Lost, mutilated, or stolen certificates, tickets, or vouchers will not be replaced. By accepting prize, winner agrees to abide by any terms, conditions and restrictions provided by the prize. Sponsor is not responsible if winner does not use prize. No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute prize or any prize component for one of equal or greater value. Sponsor is not responsible for and a winner will not receive the difference, if any, between the actual value of prize at the time of award and the ARV stated in these Official Rules or in any Sweepstakes-related correspondence or materials. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the winner's responsibility, regardless of whether the prize is used in whole or in part. Approximate Retail Value ("ARV"): \$4,600.

- 9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, 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, Smashburger Servicing LLC, Delta Air Lines, Inc., Punchh, 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 <http://bit.ly/2yJd5lz>. The winner list will be posted after winner confirmation is complete.

This promotion is not sponsored, co-sponsored, or administered by, or in association with, Delta Air Lines, Inc., Level 4 Marketing, Apple, Inc., Google Inc., or their respective affiliates (collectively, the "Third Parties"). You understand that you are not providing your information to any of the Third Parties. You hereby release, to the full extent permitted by law, the Third Parties from all liability related to the Sweepstakes. Questions and comments regarding the Sweepstakes should be directed to the Administrator and not to the Third Parties.