

## **Dasani Sparkling Flavor Adventure at Kroger Sweepstakes Official Rules**

### **NO PURCHASE REQUIRED TO ENTER OR WIN.**

1. **Eligibility:** The Dasani Sparkling Flavor Adventure at Kroger Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States (or the District of Columbia), **EXCEPT** Connecticut, Florida, Iowa, Maine, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, North Dakota, Oklahoma, Pennsylvania, South Dakota and Vermont, who are 18 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, The Kroger Company, HelloWorld, Inc., and their respective parent companies, subsidiaries, affiliates, employees, 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 in CT, FL, IA, ME, MA, MN, NH, NJ, NY, ND, OK, PA, SD, and VT and 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 p.m. Eastern Time ("ET"), October 1, 2018, and ends at 11:59 p.m. ET, November 15, 2018 (the "Promotion Period"). Twitter, Inc.'s, and Instagram, LLC's computers are the official time-keeping devices for this Sweepstakes.
5. **How to Enter:** To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions: <http://twitter.com/tos> or <http://instagram.com/about/legal/terms/#>. ***Posting on Instagram requires a mobile device and therefore message and data rates may apply. If you post updates to or receive updates from www.twitter.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.*** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or posts to be viewable by Sponsor.

During the Promotion Period, take the following steps to receive 1 entry:

- a. take a photo of your favorite flavor of Dasani Sparkling, with or without you in the picture (your "Photo"). If you would like to enter without making a purchase, create a Photo that shows your love for Dasani Sparkling or reflects/indicates your favorite flavor of Dasani Sparkling (also referred to herein as, your "Photo"). You may include other people in the Photo, if you would like, if you have their permission to use their images in the Photo for this Sweepstakes. If anyone in your Photo is or appears to be a minor, you must have permission from his or her parent or legal guardian to include him/her in your Photo; and

- b. tweet your Photo on Twitter or post your Photo on Instagram, either way **being sure to include both hashtags: #DasaniSparkling and #flavorcontest** (your "Submission"). ReTweets will not accrue entries in this Sweepstakes.

Guidelines:

- The Submission must be in a format acceptable to the applicable social media channel;
- The Submission must contain a relevant Photo and both promotional hashtags;
- The Submission description, if any, must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

- The Submission must not include any private information of a third party such as name, address, phone number, or email address;
- The Submission 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 Submission must not feature brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to create and share a Submission in this Sweepstakes;
- The Submission must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- The Submission must be entrant's own work;
- The Submission must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission 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 Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

**To avoid the spam restrictions of Twitter and Instagram, each shared Submission should be unique.**

Tweeting or posting a Submission 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 Submission 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 any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission or any portion thereof.

You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission. Released Parties (as defined in Section 11, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

Limit: You may enter up to 6 times during the Promotion Period, regardless of method or combination of methods of entry, **but each entry must be submitted on a different day.** Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than the stated number of entries using multiple/different Social Accounts, 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 Social 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 used to create the Social Account. 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 16, 2018, Administrator will randomly select the potential Sweepstakes winner in a random drawing of all eligible entries received during the entire Promotion Period. The odds of winning the prize depend on the number of eligible entries received during the entire Promotion Period.

**7. Requirements of Potential Winner:** Potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. If the potential winner entered through Instagram, he/she will be notified through Instagram via a comment on the Submission and/or direct message from Dasani with all of the instructions on how to claim his/her prize. If a potential winner entered through Twitter, he/she will be notified by a 2-step process. First, a Dasani agent will reply to the winner's entry Tweet requesting that the potential winner "follow" @dasaniwater within 2 days of when the request was made. Then, a Dasani agent will send a direct message from @dasaniwater to the potential winner's Twitter account used to enter the Sweepstakes with all of the instructions on how to claim his/her prize. 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 the potential winner cannot be contacted or fails to take all of the required steps to claim the prize, 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 after the end of the Sweepstakes from among all remaining eligible entries, up to 3 alternates. If the 3 alternate potential winners are disqualified, the prize will not be awarded.

**8. Prize:**

**1 GRAND PRIZE:** A trip for winner and 3 guests to Albuquerque, NM for the 2019 Albuquerque International Hot Air Balloon Festival in October 2019 (the "Festival"). Prize package consists of round trip, coach-class air transportation for 4 from a major airport near winner's home (determined by Sponsor in its sole discretion); 3 nights' accommodations at Sponsor's choice of hotel (two rooms, double occupancy each); rental car; 2 Gondola Club passes (2-day passes) to the Festival; a hot air balloon ride for winner and 1 guest; \$1,000 spending money; and travel agent services. All prize package details to be determined by Sponsor in its sole discretion. **Travel must take place on the dates chosen by Sponsor and surrounding the festival dates or winner will forfeit the prize.** Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Winner must book trip at

least 21 days prior to departure. Travel subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. 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. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Sponsor is not responsible if Festival, balloon ride, or any other scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed. 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), one of winner's guests must be winner's parent/legal guardian. If one of winner's guests is a minor (as determined by his/her state of residence), winner or another guest must be minor's parent/legal guardian and must complete required paperwork on behalf of minor, as applicable. Travel companions 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(s) of Festival. Approximate Retail Value ("ARV"): \$13,960. 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

All prize details determined by Sponsor, in its sole discretion. No substitution, exchange, or transfer of prize by winner. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Total ARV of all prizes: \$13,960.

9. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, Submission, Photo, likeness, Social Account profile photo, prize information, city and state of residence video, voice, any comments, testimonials or other feedback related to prize or Sweepstakes experience, whether written or oral, 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, Twitter, Inc., Instagram, LLC, The Kroger Company, HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, employees, agents and agencies, and the officers, directors and employees of each 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, use, or misuse of any prize, including related travel. 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, not received, 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:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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:** Visit <http://bit.ly/2LLPbSU> for information about the winner. The winner list will be posted after winner confirmation is complete.

**Twitter, Inc. and Instagram, LLC, are not affiliated with, nor are they sponsors of, this Sweepstakes. Each entrant understands that he or she is providing information to Sponsor and not to Twitter, Inc. or Instagram, LLC.**

