

Smashburger Smash Pass™ Sweepstakes

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SMASH PASS™ REQUIRED TO ENTER VIA ONE METHOD. VOID WHERE PROHIBITED BY LAW.

1. **Eligibility:** The Smashburger Smash Pass™ Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States (or the District of Columbia) who are 21 years of age or older at the time of entry. Employees and non-employee workers of Smashburger Servicing LLC, The Coca-Cola Company, Coca-Cola bottlers, 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:** Smashburger Servicing LLC, 3900 East Mexico Avenue, Suite 1100, Denver, CO 80210.
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"), November 5, 2018 and ends at 11:59 p.m. ET, February 14, 2019 (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 Smash Pass™:** During the Promotion Period, visit a participating Smashburger restaurant and purchase any size Coca-Cola beverage when using your Smash Pass™. If you make a qualifying purchase and use your Smash Pass™, you automatically will receive 1 entry into the Sweepstakes per transaction, 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 Smash Pass™), and Smash Pass™ 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 Smash Pass™ Sweepstakes – **OPT-OUT REQUEST**," P.O. Box 5021, Dept. 838532, Kalamazoo, MI 49003-5021. Your Opt-Out request must be postmarked by February 15, 2019 and received by February 22, 2019 in order for your entry/entries to be removed from the Sweepstakes.

- b. **Mail-In Alternate Method of Entry:** *You must become a SmashClub™ member to enter. Membership is free.* During the Promotion Period, to enter without making a purchase, hand print your full name, street address, (no P.O. Boxes), SmashClub™ cellular phone number (if any), SmashClub™ email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Smashburger Smash Pass™ Sweepstakes – Sweeps Entry," P.O. Box 5021, Dept. 838532, Kalamazoo, MI 49003-5021. You will receive 1 entry into the Sweepstakes, up to the limit stated below. Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by February 15, 2019 and received by

February 22, 2019. 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 Smash Pass™ or email address. Any attempt by any entrant to obtain more than 1 entry per day by using multiple/different email addresses, Smash Passes™, 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 holder.

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 February 25, 2019, 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 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 fails to return the Declaration of Compliance, Liability & Publicity Release within the required time frame, 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. Winner will be contacted regarding prize fulfillment details within 3 – 4 weeks after winner is confirmed.
8. **Prize: 1 GRAND PRIZE:** A trip for 2 to Las Vegas, Nevada, including airline vouchers that may be used for round trip, coach-class air transportation for 2, all details determined by Sponsor in its sole discretion; 3 nights' accommodations at the MGM Grand Hotel & Casino; one round of golf for 2; \$250 in spa credit at the hotel; and travel agent services. Terms, restrictions and conditions apply. Approximate Retail Value ("ARV"): \$2,850.

Winner and guest must travel on same itinerary. Winner must complete the trip within 1 year from the drawing date or prize will be forfeited. Winner must book trip at least 21 days prior to departure. Reservations should be made at least 45 days in advance; earlier is recommended. 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. Sponsor is not responsible if 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's guest is a minor

(as determined by his/her state of residence), winner 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. 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.

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.

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 Smashburger Servicing LLC, The Coca-Cola Company, Coca-Cola bottlers, 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/2ScY6fV>. 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, 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.