

IMPORTANT PROMOTIONAL UPDATES

Due to COVID-19 concerns, the Promotion Period is extended until June 30, 2020 at 11:59 p.m. ET. Winning times will continue to be awarded with supplied prize quantities and each user will automatically receive a sweepstakes entry. The new Sweeps drawing date will be approximately 7/1/20.

In addition, the non-purchase method of entry without link (see Section 5 c of Rules) will begin earlier than planned. It is active now at least through 4/30/20. The alternate method of entry in Section 5 b ii is available now through 6/30/20. Finally, Circle K Snack prizes and Coke Energy prizes will be valid until 7/3/20.

Coke Energy Overwatch League™ Sweepstakes and Instant Win

Official Rules

NO PURCHASE OR TEXT MESSAGE REQUIRED TO ENTER OR WIN. TEXT MESSAGING IS NOT REQUIRED FOR ENTRY. EACH TEXT MESSAGE SENT OR RECEIVED MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. BY PROVIDING YOUR CELLULAR NUMBER VIA THE LIFT SCREEN, YOU AGREE THAT YOU ARE PROVIDING SPONSOR AND CIRCLE K EXPRESS, TO RECEIVE UP TO 3 AUTOMATED TEXT MESSAGES CONFIRMING OPT-IN STATUS FOR CIRCLE K OFFERS. CALL 855-276-1947 FOR HELP. TEXT "STOP" TO 253279 ANY TIME TO OPT-OUT. MESSAGE AND DATA RATES MAY APPLY. EACH PHONE NUMBER ENTRY ON THE LIFT SCREEN WILL RESULT IN A SWEEPSTAKES ENTRY AND AN SMS MESSAGE. SMS MESSAGE WILL NOT BE SENT IF THE USER IS OPTED-OUT FROM 253279. USER CAN OPT-IN AT ANYTIME BY TEXTING "YES" TO 253279. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.

1. Eligibility: Coke Energy Overwatch League™ Sweepstakes and Instant Win (the "Promotion") is open only to legal residents of the 48 contiguous United States (or the District of Columbia) who are 18 years of age or older at the time of entry. There are 13 regions (each a "Region") for this Promotion, see list of Regions in chart below and more details at the link located here: <https://corpo.couche-tard.com/en/business-units/united-states/>. Franchise stores are not participating in this Promotion. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Blizzard Entertainment, Inc., The Overwatch League, LLC, Circle K Stores Inc., Holiday Stationstores, Inc., Merkle Inc., and their respective parent companies, subsidiaries, affiliates, 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. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, and where prohibited by law. The Promotion consists of an Instant Win game (the "Instant Win Game") and a Sweepstakes (the "Sweepstakes").

REGION
Arizona

Coastal Carolina
Florida
Great Lakes
Gulf Coast
Heartland
Midwest
Rocky Mountain
Southeast
Texas
South Atlantic
West Coast
Northern Tier (Holiday Station stores) – entry method 5 (a) ends 4/22/20. All other methods available through 5/5/20

2. Sponsor: The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.

Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

The Overwatch League, LLC and its affiliates are not sponsors of or affiliated with this Promotion. The Overwatch League’s name, logo and/or other materials are used for purposes of promotion and/or prize description only and such use is not intended to suggest or imply The Overwatch League’s participation, sponsorship or endorsement.

3. Agreement to Official Rules: 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.

4. Promotion Period: The Promotion begins at 12:00 a.m. Eastern Time ("ET"), March 4, 2020 and ends at 11:59 p.m. ET, May 5, 2020 (the "Promotion Period"). See Table in Section 1 for earlier end date of method 5 (a) in 1 Region. Administrator’s computer is the official time-keeping device for this Promotion.

5. How to Enter: There are 3 ways to enter (check dates carefully):

- a) **Purchase and SMS Method of Entry:** During the Promotion Period, visit a participating Circle K or Holiday Station store and when you purchase a 12 fl. oz. Coke Energy beverage (each a “Qualified Purchase”), it will prompt the digital screen located at the register (“LIFT” screen) and require you to enter your cellular phone number while making the Qualified Purchase, if you would like the information and Link to play this Promotion sent to you via text message. You consent to receive an autodialed text from Circle K or Holiday Station (depending on where you are making the Qualified Purchase) to the provided phone number (within 24 hours) to confirm your consent to receive future recurring text messages. Consent is not a condition of purchase. **Message & data rates may apply.** You should consult your wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in the Promotion. See <https://www.circlek.com/mobile-app> or <https://www.holidaystationstores.com/> for mobile terms and privacy. Go to Twilio’s website for full terms of service, <https://www.twilio.com/legal/tos>. **Call 855-276-1947 for help. Text "STOP" to 253279 any time to Opt-Out. By texting STOP, you will no longer be receiving text messages and would need to opt back into receiving text message if/when you**

would like to redeem a reward. If you input your cellular number on the LIFT screen, you agree to receive a text message with a link (the "Link") that may be used to play this Promotion. If you do so, you are agreeing to receive up to 3 text messages from Circle K related to this Promotion. Once you receive the message with the Link, use your cellular device to click on the Link to unlock the Promotion. Then, follow the links and instructions to complete and submit the registration form, including providing a valid email address and zip code. If you are eligible, you will receive 1 Instant Win Game play and 1 entry into the Sweepstakes for the applicable Region. By inputting your cellular number on the Lift screen, you agree that you are providing Sponsor and Circle K/Lift express, written consent for you to receive up to **3 text messages using automated technology in response to your participation and request** related to the Coke Energy Overwatch League Sweepstakes and Instant Win. **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 <https://us.coca-cola.com/privacy-policy/>, as well as the mobile terms and privacy located at <https://www.circlek.com/mobile-app> or <https://www.holidaystationstores.com/>.** You will be instantly notified if you are a potential winner of 1 of the Instant Win Game prizes. If you are a potential winner of an Instant Win Game prize, you will be contacted via email and the message that you receive will contain detailed prize claim instructions.

b) Non-Purchase Methods of Requesting Link for Entry:

- i. **Mail-In Request for Link (beginning February 22, 2020 and ending April 24, 2020):** To request a Link for entry without making a purchase or inputting your cellular number and agreeing to text messages, if you are eligible, during the dates listed above, mail a 3"x5" piece of paper with your name, home mailing address, email address, day/evening phone numbers, and date of birth in an envelope with proper postage to "Coke Energy Overwatch League Sweepstakes and Instant Win – Free Link Request," P.O. Box 5010, Dept. 843755, Kalamazoo, MI 49003-5010. All requests must be postmarked by April 24, 2020 and received by May 1, 2020. You will receive a Link via email within 4 days of receipt of your request, and you may use it to unlock and participate in this Promotion, as described below. Limit: 1 request per envelope and up to 1 request per person per day during the period stated above. All requests must be hand printed and become the exclusive property of the Sponsor. None will be acknowledged or returned. Proof of sending will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will not be honored. The Link will be emailed to the email address provided in your mail-in Free Link request (for Section 5(b)(i)). If you obtain a Link through this method, each Link may only be used 1 time, subject to the participation limit below. Check your email for the Link, click on it, and you will unlock the Promotion. Follow the links and instructions to complete and submit the registration form, including providing a valid email address and zip code. You will advance to the Instant Win Game page where you will receive 1 Instant Win Game play and you will receive 1 Sweepstakes entry for the applicable Region. You will be instantly notified if you are a potential winner of 1 of the Instant Win Game prizes. If you are a potential winner of an Instant Win Game prize, you will be contacted via email and the message that you receive will contain detailed prize claim instructions.
- ii. **Online Request for Link (beginning April 25, 2020 at 12:00 a.m. May 5, 2020 at 11:59 p.m. ET):** To request a Link for entry without making a purchase or inputting your cellular number and agreeing to text messages, if you are eligible, during the dates listed above, [CLICK HERE](#) and follow the links and

instructions to complete and submit the request form, including providing a valid email address and you will receive an email with a Link to unlock and play the Promotion. Then, check your email for the Link, click on it and you will unlock the Promotion. Follow the links and instructions to complete and submit the registration form, including providing a valid email address and zip code. You will advance to the Instant Win Game page where you will receive 1 Instant Win Game play and you will receive 1 Sweepstakes entry for the applicable Region. You will be instantly notified if you are a potential winner of 1 of the Instant Win Game prizes. If you are a potential winner of an Instant Win Game prize, you will be contacted via email and the message that you receive will contain detailed prize claim instructions.

- c) Non-Purchase Method of Entry without Link – 4/25- 4/30/20 ONLY:** During the period of time from April 25, 2020 at 12:00 a.m. ET until April 30, 2020 at 11:59 p.m. ET, you will not need a "Link" to participate in this Promotion. Sponsor and/or Circle K will advertise this via social media and other channels. During the specified period, follow the links and instructions to visit the URL advertised via social media directly and you will be able to participate in the Promotion without having a Link. The URL is <https://cokeurl.com/owls>. Unlock the Promotion, then, follow the links and instructions to complete and submit the registration form, including providing a valid email address and zip code. If you are eligible, you will receive 1 Instant Win Game play and 1 entry into the Sweepstakes for the applicable Region. Before and after the dates listed here, this method will not be available.

Limit: 1 Sweepstakes entry and 1 Instant Win Game play per person per day during the Promotion Period, regardless of method or combination of methods of entry or requesting Links. Multiple participants are not permitted to share the same email address or cellular device. Any attempt by any participant to obtain more than the stated number of entries/plays by using multiple/different email addresses, cellular devices, identities, registrations or logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry/play methods or agents (including, but not limited to, sweepstakes entry services) will void all entries/plays by that entrant. In the event of a dispute as to any entry/play, the authorized account holder of the email address or cellular device used to enter/play 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. Otherwise, the "authorized account holder" of a cellular device is the natural person in whose name the device has been issued and the services are billed. Potential winners may be required to show proof of being authorized account holders.

6. ALL POTENTIAL INSTANT WIN GAME WINNERS AND SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE INSTANT WIN GAME SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

7. Promotion Prize Selection and Verification of Potential Winners: Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. For the Instant Win Game: There will be 15,000 random, computer-generated winning times during the Promotion Period, 1 for each of the Instant Win Prizes listed below. If you are the first player to play the Promotion at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. For the Sweepstakes: Administrator will randomly select the potential Sweepstakes winners (1 per Region) on or around May 6, 2020, from all eligible entries received for the applicable Region. The potential winners will be notified by email, mail, or phone. For All Potential Winners: Potential winners may be required to visit the specified website within 5 days of receiving the win notification to complete an online prize fulfillment form or forfeit the prize. Each potential Grand Prize 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 and Publicity Release ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If any potential winner cannot be contacted, fails to complete the online fulfillment form (if applicable), or fails to sign and return the Declaration (if applicable) within the required time period, or if a prize is returned as undeliverable, he/she forfeits the prize. In the event that a potential Grand Prize winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries for the applicable prize, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Non-travel prizes will be fulfilled approximately 8 to 10 weeks after the conclusion of the Promotion. Unclaimed or forfeited prizes valued at \$25 or less will remain un-awarded.

8. Prizes:

a. Sweepstakes Prizes:

13 SWEEPSTAKES GRAND PRIZES (1 PER REGION): one Coke Energy Bluetooth Speaker valued at \$8.85; one Coke Energy Phone Gripper Holder valued at \$1.56; one Official 2020 Overwatch League Team Jersey of winner's choice, personalized with winner's name on back valued at \$150; one \$200 Shop.OverwatchLeague.com e-Gift Card, terms and conditions apply (see below); one \$100 Circle K or Holiday Station store gift card, terms and conditions apply; and the trip below.

Trip for winner and 1 guest to the next BlizzCon® (dates and locations will be provided to winner and are subject to change) (the "Event"). Prize package consists of round trip, coach-class air transportation for 2 from a major airport near winner's home (determined by Sponsor in its sole discretion); 3 nights' accommodations at Sponsor's choice of hotel (single room, double occupancy); ground transportation between airport and hotel; and 2 tickets to BlizzCon® with backstage tour (all details determined by Sponsor in its sole discretion). Travel must take place on the dates specified by Sponsor and surrounding the Event. All travelers must travel together on same itinerary or prize will be forfeited. 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. Sponsor is not responsible if any scheduled event or activity 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),

winner's guest must be winner's parent/legal guardian. Winner's guest must be at least 18 years old and if guest is still 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 companion 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 days of Event. Winner and guest are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor and Released Parties have not and will not obtain or provide travel insurance or any other form of insurance. Winner and guest (if minor, parent or legal guardian of the minor must attend as a guest or be the winner) agree to comply with all Event and venue rules and regulations and, in accordance therewith, agree not to act in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person at the designated Event. Winner and guest will be escorted out of venue by Event security for improper conduct and/or violation of federal, state or local laws (including, but not limited to, the unlawful possession, use, or distribution of illicit drugs, unlawful drug paraphernalia, and alcohol), as the Event organizer determines in its sole discretion, and will forfeit the balance of his/her Grand Prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations as a part of the prize provided in connection with the Promotion. Other than the details of the Grand Prize outlined above, Released Parties have no additional obligations or commitments to the winner or his/her guest in connection with this Promotion. All prize details are at Sponsor's sole discretion. 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. Approximate Retail Value ("ARV"): \$3,365.

The odds of winning a Sweepstakes Grand Prize depend on the number of eligible entries received for the applicable Region during the Promotion Period.

b. Instant Win Game Prizes:

5,500 FIRST PRIZES: A \$5 Shop.OverwatchLeague.com e-Gift Card, terms and conditions apply (see below). ARV: \$5.

5,500 SECOND PRIZES: 100 Overwatch League tokens, terms and conditions apply. ARV: \$4.99. Blizzard account, Overwatch game license, and compatible platform will be required for use of this prize. Redeem after 3/10/20. **In order to redeem this prize, a consumer must have a valid 48 US address listed in both their Coke.com account AND their Battle.net account.**

3,000 THIRD PRIZES: Coke Energy 12 fl. oz. coupon, terms and conditions apply. Fulfilled as a digital bar code/coupon via email. **MUST REDEEM BEFORE MAY 8, 2020.** ARV: \$2.89. One use only.

1,000 FOURTH PRIZES: A bag of Circle K Favorites Snacks fulfilled as a digital bar code/coupon via email, terms and conditions apply. **MUST REDEEM BEFORE MAY 8, 2020.** ARV: \$2.89. One use only.

The odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays.

Terms & Conditions for Shop.OverwatchLeague.com e-Gift Card (for Grand Prize and First Prizes): Valid only at Shop.OverwatchLeague.com for in-stock merchandise only. Except where required

by law, cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. Not valid for any other gift cards, codes or certificates or on previous purchases or returns. No cash back. If the value of your purchase exceeds the available gift card / gift certificate balance, you must pay the excess at the time of purchase. Any unused amount will be applied when you re-enter your gift card / gift certificate during your next purchase. All purchases are subject to the Shop.OverwatchLeague.com Terms of Use, which may change at any time. Gift card/ code questions should be directed to <https://shop-overwatchleague.custhelp.com/>. Void where prohibited.

For All Prizes: No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 Sweepstakes Prize and 1 of each type of Instant Win Game Prize per person. Total ARV of All Prizes: \$110,250.

9. 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.

10. 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, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, 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 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.

11. 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, Blizzard Entertainment, Inc., The Overwatch League, LLC, Circle K Stores Inc., Holiday Stationstores, Inc., Merkle Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, 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 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 cellular networks, computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Promotion or the processing of registrations and game plays; (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, 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 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 or Instant Win Game play, 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.

12. Dispute Resolution: 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, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution 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, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle 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 you 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 Dispute Resolution 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 or Sponsor, 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 Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), 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.

This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

13. Promotion Results: For a list of major prize winners, visit <http://bit.ly/2t26rem>. The winner list will be posted after winner confirmation is complete.

14. Entrant's Personal Information: Information collected from entrants is subject to the Circle K Privacy Policy which can be found at <http://www.circlek.com/> or <https://www.holidaystationstores.com/>, and Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/>. Go to Twilio's website for full terms of service, <https://www.twilio.com/legal/tos>. In addition, any personally identifiable information collected during a Participant's participation in the Promotion on the LIFT, App or via text message will be collected by Circle K or Holiday Station, as applicable, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of this specific Program solely as described in these Terms and Conditions and in accordance with Circle K's Privacy Policy as set forth at <http://www.circlek.com/> or <https://www.holidaystationstores.com/> and any communications a Participant may agree to receive in the future. Any personally identifiable information collected during a Participant's participation in the Program on the Site will be collected by Sponsor or its agent, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion solely as described in these Official Rules and in accordance with Sponsor's Privacy Policy and any communications an Entrant may agree to receive in the future.