

Diet Coke® Mercedes-Benz Fashion Week 2014 Contest
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Diet Coke Mercedes-Benz Fashion Week 2014 Contest (the "Contest") 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. Please note: To be eligible to win a Mercedes-Benz Fashion Week Invitation Prize, you must be a legal resident of Connecticut, New Jersey, or New York and live within a 50-mile radius of New York City, NY at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Fast Horse, Inc., Droga 5, Starcom Mediavest Group, HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, and agents, and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest 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., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on February 7, 2014 at 12:00 a.m. Eastern Time ("ET") and ends on February 13, 2014 at 11:59 p.m. ET (the "Contest Period") and consists of 6 Entry Periods as set forth in the chart below. There will be 2 prizes awarded per Entry Period to the highest scoring Submissions received during that Entry Period (including any non-winning Submissions submitted earlier in previous Entry Periods). The Grand Prize will be awarded after the end of the Contest Period to the entrant with the highest scoring Submission received during the Contest Period.

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Winner Selection Date	Prizes Available to Win
1	2/7/14	2/7/14	2/8/14	2 First Prizes
2	2/8/14	2/8/14	2/9/14	1 First Prize; 1 Mercedes-Benz Fashion Week Invitation Prize
3	2/9/14	2/9/14	2/10/14	2 First Prizes
4	2/10/14	2/10/14	2/11/14	2 Mercedes-Benz Fashion Week Invitation Prizes
5	2/11/14	2/11/14	2/12/14	2 First Prizes
6	2/12/14	2/12/14	2/13/14	2 First Prizes

Fast Horse, Inc.'s computer is the official time-keeping device for this Contest.

5. How to Enter: There are 2 ways to enter:

- a) **Twitter Method of Entry:** During the Contest Period, visit Twitter (www.twitter.com) and follow the links and instructions to log in to your Twitter account ("Twitter Account"). If you do not have a Twitter Account, you may create one. Twitter Accounts are free. Twitter's Terms of Service apply <http://twitter.com/tos>. In order for you to enter the

Contest via the Twitter Method of Entry, your "Tweet Privacy" Twitter Account setting must be "unchecked." Once logged into your Twitter Account, follow the links and instructions to become a follower of Diet Coke at [Twitter.com/dietcoke](https://twitter.com/dietcoke). Then, Tweet a description, photo, or video that shares your dream "on moment" – the one big opportunity that could help you make it in the world of fashion (the "Contest Theme") and include the hashtag: #YoureOn. The description, photo, or video that shares your On Moment will henceforth be referred to as your submission ("Submission").

- b) **Instagram Method of Entry:** During the Contest Period, access the Instagram application ("Instagram App") on your mobile device ("Device"). If you do not have the Instagram App, you may download it through the application store on your Device. The Instagram App is free. Instagram's Terms of Use apply <http://instagram.com/legal/terms/>. In order for you to enter the Contest via the Instagram Method of Entry, your Instagram account setting must be public. Once you have accessed the Instagram App, follow the links and instructions to become a follower of dietcoke at [instagram.com/dietcoke](https://www.instagram.com/dietcoke). Then, post your photo or video Submission and include the hashtag: #YoureOn.

For Both Methods of Entry: If you enter the Contest using a Device, your wireless service provider's **text message and data rates apply**. Entrants should consult their wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Entrants should check their Device's features for capabilities and check the Device manual for specific use instructions. By posting a Submission, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission format and size must comply with the Twitter or Instagram limitations (depending on method of entry);
- The Submission must comply with the terms and conditions of Twitter or Instagram (depending on method of entry);
- The Submission must include the hashtag #YoureOn;
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

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 include the image of a child under the age of 13 drinking any beverage;
- 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 disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not contain brand names or trademarks other than Diet Coke, which entrant has a limited license to use to create and post a Submission in this Contest;
- The Submission must not contain text, images or artwork not created by entrant;
- 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.

Limit: Each entrant may post 1 Submission per day during the Contest Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address, Twitter Account or Instagram account (collectively referred to as, "Account"). Any attempt by any participant to upload more than the stated number of Submissions by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void all of that entrant's Submissions and that entrant may be disqualified from this Contest and any of the Sponsor's other promotions. If any individuals appear in the Submission photo or video, Entrant must have permission to use their name and likeness in the photo/video and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable by Sponsor. Posting and/or Public Sharing 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 Submissions 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 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. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions, which are disqualified in Sponsor's sole discretion. In the event of a dispute as to the owner of any Submission, the authorized account holder of the email address used to register for that Account 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. Entrant may be required to show proof of being the authorized account holder.

6. Winner Determination: On or about the approximate winner selection dates set forth in the chart in Section 4, a panel of qualified judges, determined by Sponsor in its sole discretion, will review the Submissions and will select the 2 highest-scoring Submissions from among all eligible Submissions received during the applicable Entry Period (including any non-winning Submissions submitted earlier in previous Entry Periods) based on an application of the following criteria ("Judging Criteria"):

- Fit to Contest Theme (60%);
- Fashion Industry Relevance (30%); and
- Creativity (10%).

The 2 entrants whose Submissions received the highest scores will be deemed potential winners of the applicable Entry Period. During Entry Periods 2 and 4, Sponsor will distribute the prizes amongst the 2 winners in its sole discretion; however, the potential winner of the Mercedes-Benz Fashion Week Prize must be eligible per the requirements set forth in Section 1. The entrant whose Submission received the highest overall score during the Contest Period, based on the Judging Criteria, will be deemed the potential Grand Prize winner. In the event of a tie, the entrant whose Submission received the higher score in the Fit to Contest Theme category, as determined by the qualified judges, will be selected from among the tied entrants. Sponsor reserves the right to select fewer than 2 potential winners per Entry Period, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: The potential Mercedes-Benz Fashion Week Invitation Prize and First Prize winners will be notified by Sponsor on or about the approximate winner selection dates set forth in the chart in Section 4. The potential Grand Prize winner will be notified by Sponsor on or

about 4 days after the end of the Contest Period. If a potential winner entered via the Twitter Method of Entry, he or she will be notified via direct reply from @DietCoke to the Twitter Account used to enter the Contest. If a potential winner entered via the Instagram Method of Entry, he or she will be notified via public message on the potential winner's Instagram Photo. Each potential Mercedes-Benz Fashion Week Invitation Prize winner will be required to respond with the requested contact information within 24 hours of receiving the win notification, and each potential First Prize winner will be required to respond with the requested contact information within 48 hours of receiving the win notification. The 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 Sponsor. If any potential winner cannot be contacted, fails to respond with the requested contact information within the required time period, fails to sign and return the Declaration (Grand Prize only) within the required time period, or if prize is returned as undeliverable, he/she forfeits prize. In the event that a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only 3 alternate winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 11 below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. First Prizes will be fulfilled 8 – 10 weeks after end of Contest Period. Sponsor will contact winners of the Mercedes-Benz Fashion Week Invitation Prizes after winner confirmation to discuss the fulfillment details of the prize.

8. Prizes:

1 GRAND PRIZE: A trip package for 2 to New York, NY for the Mercedes-Benz Fashion Week in September, 2014. Trip package includes round trip, coach-class air transportation for 2 from a major airport near winner's home (determined by Sponsor in its sole discretion); round trip ground transportation between the airport and hotel; 2 nights' accommodations at Sponsor's choice of hotel (single room, double occupancy); the opportunity for winner and guest to attend a show at Mercedes-Benz Fashion Week in September, 2014; and \$500 spending money. Winner must travel on the dates specified by the Sponsor, surround Mercedes-Benz Fashion Week, or winner will forfeit the prize. All travelers must travel on same itinerary. 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 is a minor (as determined by his/her state of residence), winner's guest must be winner's parent/legal guardian. 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 companion must

execute liability/publicity releases prior to issuance of prize documents. Approximate Retail Value ("ARV"): \$3,500. 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.

9 FIRST PRIZES: A fashion-relevant prize, determined by Sponsor in its sole discretion, taking into account the winner's interests based on his/her Submission. ARV: \$250.

3 MERCEDES-BENZ FASHION WEEK INVITATION PRIZES (See Section 1 for eligibility requirements): The opportunity for winner and guest to attend a Mercedes-Benz Fashion Week show on a date specified by the Sponsor in its sole discretion during February 2014 in New York City, NY. ARV: \$500.

For all Mercedes-Benz Fashion Week prizes: Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for the Mercedes-Benz Fashion Week experience. Mercedes-Benz Fashion Week experience may be subject to 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. Restrictions, conditions and limitations may apply.

For All Prizes: No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Each prize winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 Grand Prize and 1 Mercedes-Benz Fashion Week Invitation Prize or First Prize per person.

9. Publicity: Except where prohibited, participation in the Contest constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, Submission (or any portion of Submission), likeness, city and state of residence for promotional purposes in any media without further consideration.

10. General Conditions: If for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winners, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor. 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 Contest or to be acting in violation of these Official Rules or any other Contest, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in 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 Contest, entrant agrees to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Fast Horse, Inc., Droga 5, Starcom Mediavest Group, HelloWorld, Inc., Twitter, Inc., Instagram, Inc., and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest 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 Contest. 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 Contest 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.

12. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or its associated winner selection and/or notification (the "Contest Administration") 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; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Contest and Contest Administration, 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/MFSY1x>. The winner list will be posted after winner confirmation is complete.