Coke Zero[™] Music Midtown Sweepstakes Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility: The Coke Zero[™] Music Midtown Sweepstakes (the "Sweepstakes") is only open to legal residents of the 50 United States (or the District of Columbia) who live within a 75 mile radius of Atlanta, GA, and who are 21 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, ePrize, Inc., and their respective parent companies, subsidiaries, affiliates, and agents and those prize providers and agencies that are involved in the development or execution of this Sweepstakes or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- 2. **Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313. **Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- **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 4:30 p.m. Eastern Time ("ET"), September 20, 2013 and ends at 6:00 p.m. ET, September 21, 2013 (the "Promotion Period") and consists of 7 entry periods (each an "Entry Period") as set forth in the table below.

Entry Period	Starts:	Ends:	Approximate Drawing Time:	Prizes Available for this Entry Period:		
1	Friday 9/20/13 at 4:30 p.m.	9/20 at 5:29 p.m.	6:00 p.m. (Friday, 9/20)	18 pair VIP tickets 15 pair after-party passes		
2	9/20 at 5:30 p.m.	9/20 at 6:29 p.m.	7:00 p.m.	20 pair VIP tickets 15 pair after-party passes		
3	9/20 at 6:30 p.m.	9/20 at 7:29 p.m.	8:00 p.m.	12 pair VIP tickets 15 pair after-party passes		
4	9/20 at 7:30 p.m.	9/21 at 2:59 p.m.	3:30 p.m.	14 pair after-party passes		
5	9/21 at 3:00 p.m.	9/21 at 3:59 p.m.	4:30 p.m.	7 pair after-party passes		
6	9/21 at 4:00 p.m.	9/21 at 4:59	5:30 p.m.	7 pair after-party passes		

				p.m.				
7	9/21	at	5:00	9/21	at	6:30 p.m.	7 pair	after-party
	p.m.			6:00			passes	
				p.m.				

Twitter's and Instagram's computers are the official time-keeping devices for this Sweepstakes.

5. How to Enter: There are 3 ways to enter:

- a) <u>Tweet a photo from Music Midtown</u>: During the Promotion Period, follow the links and instructions to log in to your Twitter account ("Twitter Account"). If you do not already have one, you may create a Twitter Account, which is free. Then, follow the links and instructions to tweet a unique photo from Music Midtown 2013 (the "Photo") and **include the hashtag #mm2013 and tag your Photo with @CokeZero**. If your photo is in compliance with these Official Rules, you will receive 1 entry into the Sweepstakes drawing for the applicable Entry Period. In order for you to enter this Sweepstakes via Twitter, your profile and your Photo must be public.
- b) Post a photo from Music Midtown on Instagram: During the Promotion Period follow the links and instructions to log in to your Instagram account ("Instagram Account"). If you do not have one, you may create an Instagram Account, which is free. Then, follow the links and instructions to post a Photo (see above) and tag your Photo with @CokeZero and #mm2013. If your Photo is in compliance with these Official Rules, you will receive 1 entry into the Sweepstakes drawing for the applicable Entry Period. In order for you to enter this Sweepstakes via Instagram, your profile and your Photo must be public.
- c) <u>Enter via email</u>: During the Promotion Period, to enter the Sweepstakes without attending Music Midtown or using Twitter or Instagram to post a Photo, send an email with the subject line "Coke Zero Music Midtown Entry" to questions@eprizefulfillment.com and include your name, email address, physical address, and cellular phone number (if any) or other phone number in the body of the email. If you complete the steps above, you will receive one entry into the Sweepstakes drawing for the applicable Entry Period.

If you enter the Sweepstakes using a 2-way text-messaging-capable device (each 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. The Terms of Service for the applicable social media platform apply.

By uploading a Photo, you agree that it conforms to the Guidelines and Content Restrictions as defined below and that Sponsor, in its sole discretion, may disqualify you from the Sweepstakes if it believes your Photo fails to conform to the Guidelines and Content Restrictions.

Guidelines:

- The Photo format and size must comply with the applicable social media platform's Terms of Service and size limitations;
- If the Photo includes any recognizable people other than the entrant, the entrant MUST have permission from each person (or his/her parent/legal guardian if person is a minor in his or her state of residence) to post the Photo. Entrant must be able to provide proof of such permission in a form acceptable to Sponsor, if requested;
- The Photo must be tagged with @CokeZero and must also include the hashtag #MM2013; and
- The Photo cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means, including having been used as a Photo previously in this Sweepstakes.

Content Restrictions:

- The Photo must not include any private information of a third party such as name, address, phone number, or email address;
- The Photo must not include the image of a child under the age of 13 drinking a Coca-Cola product;
- If a Photo includes the image of a child under the age of 13, the Photo must also include an image of his/her parent/legal guardian;
- The Photo 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 Photo must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- The Photo must not contain brand names or trademarks other than those owned by Sponsor or those for Music Midtown, which entrant has a limited license to use to create and upload a Photo in this Sweepstakes;
- The Photo must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Photo 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 Photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Photo is created.

Limit: Each entrant may earn up to 2 entries per Entry Period, regardless of method or combination of methods of entry, even if entrant shares more than that number of unique Photos via social media during an Entry Period. Multiple entrants are not permitted to share the same email address or Account. Any attempt by any participant to obtain more than the stated number of entries during the Promotion Period by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void all of that entrant's Photos and that entrant may be disqualified from this Sweepstakes and any of the Sponsor's other promotions. If any individuals other than entrant appear recognizably in a Photo, the entrant must have permission to use their names and likenesses in the Photo, and for this Sweepstakes, and to grant the rights set forth herein.

If requested, entrant must be able to provide such permissions in a form acceptable by Sponsor. Tweeting, Posting, and/or Publicly Sharing a Photo 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 Photo 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 Photo or any portion thereof. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Photos, which are disqualified in Sponsor's sole discretion. In the event of a dispute as to the owner of any Photo, the authorized account holder of the email address used to register for the applicable social media 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. Each entrant may be required to show proof of being an authorized account holder.

- 6. Drawings: Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about the dates and times set forth in the table in Section 3, above, Administrator will randomly select the names of the potential winners from all eligible entries received during the applicable Entry Period. Non-winning entries will carry over into the drawings for subsequent Entry Periods. Each potential winner who entered with a Photo will be notified by @CokeZero via direct message (or via public message, if necessary) at the Account used to participate. Each potential winner who entered via the email method of entry will be notified via email, mail, or phone. The odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period and the number of prizes available for that Entry Period. The notification message will provide details about where to pick up tickets or passes. All tickets and passes must be picked up on Saturday, 9/21/13 between 11:30 a.m. and 9:00 p.m. ET or they will be forfeited.
- 7. Requirements of Potential Winners: Each potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each potential winner will be notified as described in Section 6, above. In order to receive the message via social media, you must have your social media Account settings set to "unprotected" and/or "public." Each potential winner will be required to follow the instructions in the notification within the specified time period in order to claim the applicable prize. Potential winners who entered via social media will be required to respond with the requested information, or to visit the Coke Zero[™] booth at Music Midtown, to confirm their wins within 2 hours of receiving the win notification, or they will forfeit their prizes. Potential winners who entered via email will be required to respond to the email address provided in the message with the requested information within 2 hours of receiving the win notification, or forfeit their prizes. In the event that any potential winner cannot be contacted, fails to respond and/or claim the prize within the required time period, forfeits the prize, or is disgualified for any reason, the applicable prize

will not be awarded. Sponsor reserves the right, if time permits, to notify an alternate winner for any forfeited prize.

8. Prizes:

<u>90 AFTER PARTY PRIZES</u>: A pair of passes to the Music Midtown After Party on Saturday, September 21, 2013. All details of After Party are determined by Sponsor, in its sole discretion. There is no retail value for this prize, as it cannot be purchased.

<u>50 VIP TICKET PRIZES</u>: A pair of VIP concert tickets for Music Midtown on Saturday, September 21, 2013. All prize details are determined by Sponsor, in its sole discretion. Approximate Retail Value: \$276.

<u>For All Prizes</u>: All tickets and passes must be picked up on Saturday, 9/21/13 between 11:30 a.m. and 9:00 p.m. ET or they will be forfeited. Terms and conditions of passes and tickets apply. Sponsor is not responsible is a winner does not use the tickets or passes on the day of the event. 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 and passes may be subject to issuer's standard rain-check policies and procedures. No substitution, exchange or transfer of prize by any 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 prize per person.

- **9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent for Sponsor and its designees to use winner's name, likeness, prize information, Photo, 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 disgualify 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, ePrize, 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 <u>http://bit.ly/19XcHzl</u>. The winner list will be posted after winner confirmation is complete.