Diet Coke® New Looks for Fall Promotion OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. Eligibility: The Diet Coke® New Looks for Fall contest (the "Contest") is open only to legal residents of the 50 United States (or the District of Columbia) who are at least 18 years old at the time of entry, who did not purchase any equipment for purposes of entering the Contest, and who have an account with Pinterest at the start of the Contest. Creating a Pinterest account is free. Use of Pinterest is subject to its applicable terms of use, terms of service, takedown procedures, and/or content policies. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Wieden + Kennedy, Inc., Condé Nast, ePrize, LLC, and each of 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 Contest is sponsored by Coca-Cola North America, a division of The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313. **Administrator**: ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules, including the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. Whether an entrant wins a prize is contingent upon entrant fulfilling all requirements set forth herein.

4. Timing: The Contest begins on August 15, 2012 at 12:01 a.m. Eastern Time ("ET"), ends on August 18, 2012 at 6:59 p.m. ET (the "Contest Period"), and consists of 4 entry periods (each an "Entry Period") as set forth in the table below.

Entry Period	Begins:	Ends:
1	8/15/12 at 12:01 a.m. ET	8/15/12 at 6:59 p.m. ET
2	8/15/12 at 7:00 p.m. ET	8/16/12 at 6:59 p.m. ET
3	8/16/12 at 7:00 p.m. ET	8/17/12 at 6:59 p.m. ET
4	8/17/12 at 7:00 p.m. ET	8/18/12 at 6:59 p.m. ET

Wieden + Kennedy, Inc.'s computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, log in to your Pinterest account, and create a pinboard for this Contest (the "Pinboard"). Then, pin or repin at least 4 photos or pins to your Pinboard that show your favorite fashion looks, relevant to the look of Diet Coke®, being certain to tag each pin with the hashtag #TakeMetoNYC (in the description section of the pin). Then, be sure to repin the special Contest photo of Diet Coke® from this site http://bit.ly/MYP8iL or any other entrant's Contest pinboard to your Pinboard. Your Pinboard should contain at least 5 pins (including the special Contest photo of Diet Coke®) and should only contain images relevant to this Contest. Your images should not contain any illegal, defamatory, or disparaging content. In addition, a Pinboard will be deemed non-compliant and ineligible if, in Sponsor's opinion, the content featured on such Pinboard is insufficiently original or in poor taste.

Your Pinboard and its content are collectively your submission (each a "Submission"). In order for your Submission to be considered in this Contest, you must have followed all of the instructions above exactly. Non-compliant Pinboards will not be judged.

Limit: Each entrant may upload only 1 Submission during the Contest Period. Submissions received from any person, Account or email address in excess of the stated limit will be void. Any attempt by any entrant to create more than the stated amount of Submissions by using multiple/different Accounts, or any other methods will void that entrant's Submissions and that entrant may be disqualified.

Note: If you participate using your wireless phone, your wireless service provider may charge you for each unit of data you send and receive. Please consult your wireless service provider regarding its pricing plans. Multiple entrants are not permitted to share the same Pinterest Account. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Pinterest Account, the authorized account holder of the email address used to register for the 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 Accounts or email addresses for the domain associated with the submitted account/address. Each potential winner may be required to show proof of being an authorized account holder.

6. Winner Determination: On or around 2 days after the end of each Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the best Submission from among all eligible Submissions that are created during the applicable Entry Period, based on an application of the following criteria ("Judging Criteria"):

- Creativity of Your Pinboard Content (50%); and
- Relevance of Fashion Statement to Diet Coke® (50%)

In the event of any tie, the entrant whose Submission received the higher score in the Creativity of Your Pinboard Content category, as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants as the potential winner of the applicable prize. Non-winning Submissions from one Entry Period will be considered with and judged against Submissions received during subsequent Entry Periods. Sponsor reserves the right to select fewer than 4 winning Submissions, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: Potential winners will be notified by Wieden + Kennedy, Inc., via public message on or around two days after the end of each Entry Period. Each potential winner will be required to respond with the required contact information within 24 hours of the public message, including a valid mailing address (P.O. Boxes are not permitted), email address, and confirmation of age eligibility, as requested by Sponsor, or forfeit the prize. He or she will also need to complete the other steps communicated via emailed instructions. Except where prohibited, each potential Grand Prize winner (parent/legal guardian if a winner is a minor in his/her state of residence) will also be required to sign and return an Affidavit or Declaration of Compliance, Liability and Publicity Release (the "Declaration"), which must be received by Sponsor within 2 days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to respond to the public message with the required information within the required time period, fails to return the Declaration within the required time period, or does not comply with these Official Rules, the potential winner forfeits the prize. If a potential winner is disgualified for any reason, the prize may be awarded to a runner-up determined by the gualified judges, in Sponsor's sole discretion and if time permits. Only 3 alternate winners may be determined, after which the applicable prize will remain un-awarded.

8. Prizes:

4 GRAND PRIZES (1 from each Entry Period): A trip for winner and a quest to New York, NY, September 4 – 6, 2012. Trip package includes round trip, coach-class air transportation for 2 from a major airport near winner's home; 2 nights' accommodations at a Westin hotel or equivalent of Sponsor's choice (single room, double occupancy); admission for 2 to the Glamour Live with Diet Coke event; and a \$400 American Express gift card, terms and conditions apply. Travel must commence on 9/4/12 and end on 9/6/12 or winner will forfeit the prize. 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 and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. 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 quest must be winner's parent/legal guardian. Winner's guest must be at least 18 years old. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed. Approximate Retail Value ("ARV"): \$3,200. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and ARV. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Total ARV of all prizes: \$12,800.

9. Publicity: Except where prohibited, participation in the Contest constitutes each winner's consent for Sponsor and Sponsor's designees to use winner's name, city, state, likeness, and/or prize information for promotional purposes in any media without further consideration. Winner also consents to Sponsor sending out congratulations via social media once winner is confirmed.

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 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. Sponsor reserves the right in its sole discretion of the Official Rules of this 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. 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 hold Contest, entrant agrees to release and harmless The Coca-Cola Company, Coca-Cola bottlers, Wieden + Kennedy, Inc., Condé Nast, Pinterest, Inc., ePrize, LLC, and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, 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, cellular networks, 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; (f) defamation which may be caused, directly or indirectly, in whole or in part, from disparagement of a winner; (g) 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, including use of any prize or related travel; or (h) any prizing and prizing availability restrictions contained herein. 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. Released Parties are not responsible for any unauthorized third-party use of any Submission.

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 Contest 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 Contest, but in no event attorneys' fees; (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; and (4) accepts all prizing and prizing availability restrictions contained herein and waives all rights and claims thereto. 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, 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/PDyZd7</u>. The winner list will be posted after winner confirmation is complete.