

Coca-Cola® 2013 NCAA® Sweepstakes at Circle K

Official Rules

NO PURCHASE OR TEXT MESSAGE REQUIRED TO ENTER OR WIN. Each text message, sent or received, may incur a charge as provided in your rate plan. Message and data rates may apply. If you enter via text messaging, you may receive 4 text messages in response to your entry. Text messaging may not be available through all wireless carriers. VOID WHERE PROHIBITED.

1. Eligibility: The Coca-Cola 2013 NCAA® Sweepstakes at Circle K (the "Sweepstakes") is open only to legal residents of California, Oregon, Washington, Hawaii (Region 1), Arizona, Nevada (Region 2), Colorado, New Mexico, Oklahoma, Texas, Utah (Region 3), Alabama, Arkansas, Florida, Louisiana, Mississippi, Tennessee (Region 4), Maine, Massachusetts, Michigan, New Hampshire, Ohio, Pennsylvania, Vermont (Region 5), Georgia, North Carolina, South Carolina (Region 6), and Florida (Region 7), (each a "Region") who are 18 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Circle K Stores, Inc., ePrize, 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 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 outside the listed states and where prohibited by law. The keyword that an entrant should use will be available in Circle K stores in his or her Region.

2. Sponsor: The Promotion is sponsored by Coca-Cola North America, a division of 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 includes 7 different Regions, as specified above. The promotion period begins at 12:00 a.m. Eastern Time ("ET") on February 27, 2013 and ends at 11:59 p.m. ET on May 6, 2013 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.

5. How to Enter: Each Region's keyword will be advertised in participating Circle K stores within the Region. There are 2 ways to enter:

- a) **Text-Message Method of Entry:** During the Period, using your two-way text-messaging capable device (each a "Device"), text your Region's keyword to the short code 26739. Then, input the requested information to confirm your date of birth. If you are eligible, you will receive 1 entry into the Sweepstakes for your Region per text entry per day. **If you wish to opt**

out, text STOP to 26739. Text HELP to 26739 if you would like more information. Send questions to questions@eprizefulfillment.com.

If you enter the Sweepstakes by text message, 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. The Device that is used must be capable of sending and receiving text messages. Entrants should check their Device's features to see if they have that capability and check the Device manual for specific use instructions. **You will receive 4 text messages in response to your entry.** Entry via text messaging may be limited and may not be available through all wireless carriers or on all handsets. Supported carriers include AT&T™, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Nextel, Boost Mobile, Alltel, Cincinnati Bell, Cricket, Metro PCS, and Virgin Mobile.

- b) Mail-In Alternate Method of Entry:** During the Promotion Period, to enter without using a Device or text messaging, hand print your full name, street address, (no P.O. Boxes), day/evening/cellular phone number (if any), email address, date of birth, and your Region number or Keyword on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Coca-Cola® 2013 NCAA® Sweepstakes at Circle K – Sweeps Entry," P.O. Box 5046, Department #594614, Kalamazoo, MI 49003-5046. **BE SURE TO WRITE YOUR REGION NUMBER OR KEYWORD ON THE OUTSIDE OF THE ENVELOPE.** You will receive 1 entry into the Sweepstakes for your Region. Limit: 1 entry per stamped envelope and up to 1 entry per person per day, subject to limit listed below. All mail-in entries must be handwritten, postmarked by May 7, 2013 and received by May 14, 2013. 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 Region, method or combination of methods of entry. Multiple participants are not permitted to share the same email address or Device. Any attempt by any participant to obtain more than 1 entry per day by using multiple/different email addresses, Devices, identities, registrations or logins, or any other methods will void that participant's entries and that participant 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 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. Otherwise, the "authorized account holder" of a 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 the authorized account holders.

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 May 15, 2013, Administrator will select the names of the potential winners in a random

drawing of all eligible entries received for the applicable Region during the Promotion Period. The potential winners will be notified by email, mail, phone or Device, depending on method of entry. The odds of winning a prize depend on the number of eligible entries received for the applicable Region during the Promotion Period.

7. Requirements of Potential Winners: Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. If a potential winner entered via text messaging, he/she will be notified by phone and/or text message at the phone number of the Device used to enter the Sweepstakes and he/she must respond within 24 hours with the requested contact and mailing information or forfeit the applicable prize. If the potential winner entered by mail, he or she will be contacted by email, mail or phone. Each potential 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 & Publicity Release ("Declaration") (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If a potential winner fails to do so, he/she may be disqualified and forfeit the prize. In the event that any potential winner cannot be contacted, fails to complete the Declaration in the required time frame, 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 for the applicable Region, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be fulfilled approximately 8 – 10 weeks after the end of the Sweepstakes.

8. Prizes:

SEVEN GRAND PRIZES (ONE PER REGION): A Fan Cave prize package including a Coca-Cola portable bench seat; a basketball; a floor mat; a \$500 gift card that may be used to purchase a big screen TV; and a \$250 Circle K gift card. Approximate Retail Value: \$891. The odds of winning a prize depend on the number of eligible entries received for the applicable Region during the Promotion Period.

For All Prizes: Terms and conditions of gift cards apply. All prize features and details determined by Sponsor, in its sole discretion. 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 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 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 The Coca-Cola Company, Coca-Cola Bottlers, the National Collegiate Athletic Association (NCAA®), Turner Broadcasting System, Inc., CBS Broadcasting, Inc., Circle K Stores, Inc., ePrize, 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 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, cellular networks, 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. The NCAA is not a sponsor of this promotion. NCAA is a trademark of the National Collegiate Athletic Association.

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/14PwsaR>. The winner list will be posted after winner confirmation is complete.