Coca-Cola Racing Family Drivers

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

- Eliaibility: The Coca-Cola Racing Family Drivers (the "Sweepstakes") is open 1. 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. Employees and nonemployee workers of The Coca-Cola Company, Coca-Cola bottlers, Subway Franchisee Advertising Fund Trust Ltd. ("Sponsor"), SUBWAY® restaurants, Doctor's Associates Inc., Franchise World Headquarters, LLC, National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Sprint Nextel ("Sprint"), ePrize, LLC, and each of their respective parent companies, affiliates, and and each of their respective employees, shareholders, officers, directors, members, successors, assigns, 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 Sweepstakes 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 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 12:00 a.m. Eastern Time ("ET"), February 17, 2012 and ends at 11:59 p.m. ET, February 24, 2012 (the "Promotion Period"). Twitter Inc.'s computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter: During the Promotion Period, sign into your Twitter account ("Account"). If you do not have an Account, visit www.twitter.com to create one. Accounts are free. Twitter's Terms of Service apply (http://twitter.com/tos). Follow the links and instructions to follow @CocaColaRacing on Twitter. Tweet with Twitter the way you stay active, #CokeSUBWAYFreshFit500 and/or fit and include http://bit.ly/zvZHjs. You automatically will receive 1 entry into the Sweepstakes. Sponsor reserves the right to remove your Tweet and/or disqualify your from the Sweepstakes if it determines, in its sols discretion that your Tweet contains any of the following: material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or material that is unlawful,

in violation of or contrary to the laws or regulations in any state. <u>Limit</u>: 1 Sweepstakes entry per day during the Promotion Period. If you post updates to or receive updates from www.twitter.com via your wireless phone, message and data rates apply. Please consult your wireless service provider regarding its message and data pricing plans.

Multiple entrants are not permitted to share the same Twitter account. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Account, the authorized account holder of the email address used to register at twitter.com 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 potential winner 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 February 27, 2012, Administrator will select the names of the potential winners in a random drawing of all eligible entries received during the Promotion Period. The potential winners will be notified by direct message to their Twitter Accounts. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winners: Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each potential winner will receive a message on or around February 28, 2012, from @CocaColaRacing to the Account used to enter the Sweepstakes. In order to receive the message, your "Tweet Privacy" Account setting must be "unprotected" and/or "public." Each potential winner will be required to respond to the message within 5 days of the date the message was posted, with the required contact information or forfeit the prize. In the event that a potential winner cannot be contacted, fails to respond in a timely manner, 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, up to 3 alternates. If the alternate potential winners are disqualified, the prize will not be awarded. Prizes will be fulfilled on Friday, March 2, 2012. The tickets can be picked up at 9 a.m. at the venues "Will Call" booth.
- **8. Prizes:** 50 Grand Prizes: 2 grand stand tickets to the "Fan Fest" Track Experience at Phoenix International Raceway in Avondale, Arizona on May 4, 2012. Prize includes 2 tickets to the NASCAR Sprint Cup Series™, "SUBWAY® Fresh Fit 500 Fan Fest"; a meet and greet with a Coca-Cola Racing Family driver for a Q & A session and autographs; and access to the VIP hospitality tent. Seating, menu, and driver determined by Sponsor, in its sole discretion. Approximate Retail Value: \$90. Sponsor is not responsible if any race or scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject

to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs are the sole responsibility of winner. The winner and guest must be 18 years or older. 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 day of event.

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. <u>Limit</u>: 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, likeness, prize information, 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, Subway Franchisee Advertising Fund Trust Ltd. ("Sponsor"), SUBWAY® restaurants, Doctor's Associates Inc., Franchise World Headquarters, LLC, NASCAR, Phoenix Speedway Corp., NASCAR, Inc., Sprint, Twitter, Inc., ePrize, LLC, and each of their parent subsidiaries, affiliates, promotional partners, prize partners, and each of their respective employees, shareholders, successors, members, assigns, 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, use or misuse 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 http://bit.ly/AuCffV. The winner list will be posted after winner confirmation is complete.

NASCAR, Inc., Sprint, and Phoenix Speedway Corp. are not sponsors of this promotion. NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, Inc. The NASCAR Sprint Cup Series™ word mark is used under license by National Association for Stock Car Auto Racing, Inc., and Sprint. Phoenix International Raceway® and its logo are registered trademarks and are used with permission.

ADDITIONAL NASCAR LEGAL COMMENTS

As a courtesy, some of the following comments/edits have been incorporated in the Official Rules above. However, please ensure all such change(s) are made consistently throughout any additional materials (creative, print, etc.) relating to this promotion.

Sponsor to ensure the following comments are incorporated in the appropriate materials associated with this sweepstakes/promotion:

- 1. **SPONSOR OF THE PROMOTION**: All rules, waivers and release forms, fine prints on creative materials, etc., must clearly state that "Neither NASCAR, Inc., nor any of its affiliates are sponsors of this promotion". Promotion and any advertising thereof, must clearly communicate the sponsor(s) of the promotion.
 - 2. **RELEASE/WAIVERS**: NASCAR, Inc., its affiliates, and each of their respective employees, shareholders, directors, officers, members, successors, agents, and assigns must be added to any and all language as released parties in the rules and in any release forms/waivers a winner, guest, and/or participant may sign.
- 3. **INELIGIBILITY CLAUSE**: NASCAR, Inc., its affiliates and each of their respective employees, shareholders, directors, officers, members, successors, and agents as ineligible participants to ineligibility verbiage.
- 4. **HOLD HARMLESS CLAUSE**: By accepting prize, winners agree to hold NASCAR, Inc., its affiliates and each of their respective shareholders, directors, officers, employees, members, agents, successors, and assigns harmless against any and all claims and liability arising out of use of the prize or any other participation in this sweepstakes. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or use or redemption of any prize.
 - 5. **NASCAR LEGAL LINE:** NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, Inc.
- 6. **NSCS LEGAL LINE**: The NASCAR Sprint Cup Series[™] logo and word mark are used under license by the National Association for Stock Car Auto Racing, Inc., and Sprint.
- 7. **VIP PASSES/TICKETS:** Subject to the standard terms and procedures of NASCAR and subject to NASCAR's sole discretion.

Spansor to ensure the following quidelines have been met:

- 8. APPROVAL OF ALL PROMOTIONAL MATERIALS FOR THIS PROMOTION:
 Prior to release of the promotion, NASCAR legal must review all promotional copy
 (i.e., creative, online, radio scripts, ad layouts, etc.) to ensure all materials accurately
 reflects the official rules; additionally, all final drafts must be submitted for NASCAR
 Legal's review before NASCAR Legal can grant approval for use of any NASCAR
 trademarks in the promotion.
 - 9. **THIRD-PARTY APPROVAL:** Sponsor must obtain all rights and approval of third parties involved in the promotion, i.e., tracks (including, the right to give away tickets as a prize, trademark usage, etc.), teams, drivers, other third parties, etc.
- 10. **PREMIUMS USED IN CONJUNCTION WITH THIS PROMOTION**: All premium items (including any used for gift bags) used in connection with this promotion must be NASCAR-licensed, royalty-bearing, and are subject to a separate premium licensing agreement with NASCAR.

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11. **LEGAL COMPLIANCE**: Sponsor must ensure that this sweepstakes promotion, and all elements thereof, complies with all applicable federal, state, & local laws, rules, and regulations, including, but not limited to, sweepstakes laws.