## Coca-Cola & Ingrid Hoffmann 2013 Meals Activation

## **Official Rules**

NO PURCHASE REQUIRED TO ENTER OR WIN. TEXT MESSAGING IS NOT REQUIRED FOR ENTRY. 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 WILL RECEIVE 4 TEXT MESSAGES FROM AN AUTOMATED SYSTEM IN RESPONSE TO YOUR ENTRY. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.

- 1. Eligibility: The Coca-Cola & Ingrid Hoffmann 2013 Meals Activation (the "Sweepstakes") 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. 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.
- 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, 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 12:00 a.m. Eastern Time ("ET"), March 1, 2013 and ends at 11:59 p.m. ET, December 31, 2013 (the "Promotion Period") and is comprised of 5 entry periods (each an "Entry Period") as set forth in the table below.

Entry Period	Begins at 12:00 a.m. ET on:	Ends at 11:59 p.m. ET on:	Postmarked by date:	Received by date:	Approximate Drawing Date:
1	3/1/13	4/30/13	5/1/13	5/8/13	5/15/13
2	5/1/13	6/30/13	7/1/13	7/8/13	7/15/13
3	7/1/13	8/31/13	9/2/13	9/9/13	9/16/13
4	9/1/13	10/31/13	11/1/13	11/8/13	11/15/13
5	11/1/13	12/31/13	1/2/14	1/9/14	1/16/14

Administrator's computer is the official time-keeping device for this Sweepstakes.

- 5. How to Enter: There are 2 ways to enter:
  - a) **Text Message Method of Entry**: During the Promotion Period, using your 2-way text-messaging-capable device (each a "Device"), text the keyword INGRID 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 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 from an automated system in response to your **entry.** You may also opt in to receive 2 informational text message alerts per month through December 31, 2013, unless and until you opt out from receiving such alerts by following the designated process. 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<sup>™</sup>, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Nextel, Boost Mobile, Alltel, Cincinnati Bell, Cricket, Metro PCS, and Virgin Mobile. Consent is not required to buy goods and services.

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 and date of birth on a  $3" \times 5"$  piece of paper and mail it in an envelope with proper postage AND THE ENTRY PERIOD FOR WHICH YOU ARE ENTERING ON THE OUTSIDE OF THE ENVELOPE to "Coca-Cola & Ingrid Hoffmann 2013 Meals Activation – Sweeps Entry," P.O. Box 5046, Kalamazoo MI 49003-5046. You will receive 1 entry into the applicable Entry Period of the Sweepstakes. Limit: 1 entry per stamped envelope. If you do not write the Entry Period on the outside of the envelope, Sponsor reserves the right to determine the Entry Period based on the postmark date and/or disqualify your entry. All mail-in entries must be handwritten, postmarked by and received by the dates specified in the table above. 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 method 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 the dates specified in the table above, Administrator will select the names of the potential winners in a random drawing of all eligible entries received during the applicable Entry Period. The potential winners will be notified by email, mail, phone or Device, depending on method of entry. Non-winning entries will not carry over into subsequent drawings. The odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period.
- 7. Requirements of Potential Winners: Potential winners must continue to comply with the 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 follow the directions to 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. In the event that any potential winner of a prize valued at more than \$25 cannot be contacted, forfeits the prize or is disgualified for any reason, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries for the applicable Entry Period, up to 3 alternates. If the alternate potential winners are disgualified, the applicable prize will not be awarded. Unclaimed prizes valued at \$25 or less will remain un-awarded. Prizes will be fulfilled approximately 8 – 10 weeks after the end of the Sweepstakes.

## 8. Prizes: One type of prize will be awarded during each Entry Period. The prize type that is awarded during an Entry Period will be determined by Sponsor, in its sole discretion.

<u>24 Cookware Prizes</u>: A Simply Delicioso 10 piece cookware set. Approximate Retail Value ("ARV"): \$80.

<u>122 Cookbook Prizes</u>: An Ingrid Hoffmann cookbook. ARV: \$17.

248 Grilling Set Prizes: A grilling set. ARV: \$15.

240 Tumbler and Tray Prizes: A tumbler and tray set. ARV: \$15.

<u>360 Apron and Oven Mitt Prizes</u>: An apron and oven mitt set. ARV: \$14.

<u>For All Prizes</u>: All prize details are 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. <u>Limit</u>: 1 prize from each Entry Period 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 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.
- Release and Limitations of Liability: Except where prohibited, by 11. 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, 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.

- 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/V2det0</u>. The winner list will be posted after winner confirmation is complete.