## Coke Zero™/Circle K® Meet Danica at Talladega Sweepstakes

## 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 MAY RECEIVE 4 TEXT MESSAGES IN RESPONSE TO YOUR ENTRY. YOU MAY ALSO OPT IN TO RECEIVE 2 AUTOMATED PHONE CALLS AND/OR VOICE MESSAGES ON YOUR DEVICE. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. VOID WHERE PROHIBITED.

- 1. Eligibility: The Coke Zero™/Circle K® Meet Danica at Talladega Sweepstakes (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, National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Circle K Stores Inc., Talladega Superspeedway, LLC, ePrize, Inc., and their respective parent companies, subsidiaries, limited liability and affiliate companies, 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 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"), May 1, 2013 and ends at 11:59 p.m. ET, July 4, 2013 (the "Promotion Period"). 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 CKZERO 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. You will also receive an offer to opt in to receive 2 automated phone calls and/or voice messages on your Device from Danica Patrick. To opt in, respond to the text message by texting DP. If you wish to opt out, text CKZERO STOP to 26739. Text

CKZERO HELP to 26739 if you would like more information. Send questions to questions@eprizefulfillment.com. By texting CKZERO to 26739, you agree to give Sponsor and Administrator permission to send you text messages related to the Coke Zero™/Circle K® Meet Danica at Talladega Sweepstakes. 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 may receive 4 text messages in response to your entry. You may also opt in to receive 2 automated phone calls and/or voice messages through 7/2/13, unless and until you opt out from receiving such alerts by following the designated process (texting STOP to 26739 and selecting the specified item from the menu). 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. Your participation in the Sweepstakes is subject to the Sponsor's Privacy Policy, which can be viewed by visiting http://www.coca-cola.com/tcccprivacypolicy.

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" x 5" piece of paper and mail it in an envelope with proper postage to "The Coke Zero™/Circle K® Meet Danica at Talladega Sweepstakes – Sweeps Entry," PO Box 5046,Kalamazoo MI 49003-5046 . For each request mailed in, you will receive 3 entries into the Sweepstakes. Limit: 1 request per stamped envelope and 3 entries per request. All mail-in entries must be handwritten, postmarked by July 5, 2013 and received by July 10, 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: 3 Sweepstakes entries 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 the states number of entries 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 entry, the authorized account holder of the Device or 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 July 10, 2013, 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 email, mail, phone or Device, depending on method of entry. If opted in, winner will also receive an automated phone call and/or voice message on their mobile device. 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. 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 Grand Prize 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 (Grand Prize only), 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, if time permits, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. First Prizes will be fulfilled approximately 8 - 10 weeks after the end of the Sweepstakes.

## 8. Prizes:

1 GRAND PRIZE: A trip package for 2 to Talladega, Alabama to meet Danica Patrick. Trip package includes round trip, coach-class air transportation for 2 from a major airport near winner's home (determined by Sponsor in its sole discretion); 2 nights' accommodations at Sponsor's choice of hotel (single room, double occupancy); 2 tickets to the NASCAR Sprint Cup Series, "Camping World RV Sales 500" at 1:00 p.m. ET on 10/20/13 at Talladega SuperSpeedway® in Talladega, AL (the "Race"); a meet and greet for winner and guest with Danica Patrick; and a \$200 Visa® gift card that may be used for spending money, terms and conditions apply. Travel must commence on 10/19/13 and end on 10/21/13, or prize will be forfeited. All travelers must travel on same itinerary. 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 is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the winner's

residence, winner will be provided \$200 in spending money in the form of a gift card for driving expenses in lieu of air transportation. Sponsor is not responsible if the Race or any other any 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 not expressly stated in the package description above are the sole responsibility of winner. If winner is a minor (as determined by his/her state of residence), winner's guest must be winner's parent/legal guardian. If winner's guest is a minor (as determined by his/her state of residence), winner must be minor's parent/legal guardian and must complete required paperwork on behalf of minor, as applicable. Travel companion must execute liability/publicity releases prior to issuance of prize documents. 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. The execution of additional releases and/or waivers of liability required by Talladega Superspeedway, LLC and/or any other applicable sanctioning body or prize provider may also be required and returned within the time period specified by such entities, as appropriate. Sponsor is not responsible if winner does not use ticket on day of the Race. Approximate Retail Value ("ARV"): \$2,100. The ARV of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

<u>10 FIRST PRIZES</u>: An autographed mini hood. Signature and placement determined by Sponsor in its sole discretion. ARV: \$100.

<u>For All Prizes</u>: 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 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, The Coca-Cola Company, Coca-Cola bottlers, National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Circle K Stores Inc., Talladega Superspeedway, LLC, ePrize, Inc., and their respective parents, subsidiaries, limited liability and affiliate companies, promotional partners, prize partners, agents and agencies, and the shareholders, 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 http://bit.ly/YQfkjn. The winner list will be posted after winner confirmation is complete.

NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, Inc. NASCAR, Inc. is not a sponsor of this promotion.

Talladega Superspeedway, LLC is not a sponsor of this promotion. Talladega Superspeedway® and its logo are registered trademarks and are used with permission.