## POWERADE ZERO Zero Excuses Text-to-Win! 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 UP TO 3 TEXT MESSAGES IN RESPONSE TO YOUR ENTRY. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS.

- 1. Eligibility: The POWERADE ZERO Zero Excuses Text-to-Win! (the "Sweepstakes") is open only to legal residents of Arizona, California, Colorado, Florida, Idaho, Illinois, Maryland, Massachusetts, Michigan, Nebraska, Nevada, New York, North Carolina, Oregon, Pennsylvania, Texas, Utah and Washington 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, LLC, 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 outside the listed states and 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"), May 1, 2012 and ends at 11:59 p.m. ET, June 30, 2012 (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 POWERADE 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 POWERADE STOP to 26739. Text POWERADE 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. Entry via text messaging may be limited and may not be available through all wireless carriers or on all handsets. You will receive up to 3 text messages in response to your entry. The following carriers are supported, but are not Sponsors of this Sweepstakes: AT&T T-Mobile, Verizon, US Cellular, Sprint, Nextel, Boost, Virgin, and Cellular South.

b) Mail-In Alternate Method of Entry: During the Promotion Period, to enter without texting, 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 "POWERADE ZERO Zero Excuses Text-to-Win! – Sweeps Entry," c/o ePrize, LLC, P.O. Box 5046, Kalamazoo MI 49003-5046. You will receive 1 entry into the Sweepstakes. Limit: 1 request per stamped envelope. All mail-in requests must be handwritten, postmarked by July 2, 2012 and received by July 9, 2012. All requests 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 requests, which will be disqualified.

<u>Limit</u>: 1 Sweepstakes entry per person per day during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address or Device. Any attempt by any entrant 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 entrant's entries and that entrant 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. The "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. The potential winner may be required to show proof of being the authorized account holder, if applicable.

- **6. Drawing:** Administrator is an independent judging organization whose decisions as to the selection of the potential winner are final and binding. On or about July 11, 2012, Administrator will select the name of the potential winner in a random drawing of all eligible entries received during the Promotion Period. The potential winner will be notified by email, mail, phone or Device, depending on method of entry. The odds of winning the prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winner: Potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. If the 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 online, he or she will be contacted by email, mail or phone. The potential winner will be required to sign and return to Administrator, within 2 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If the potential winner fails to do so, he/she may be disqualified and forfeit the prize. In the event that the 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, up to 3 alternates. If the alternate potential winners are disqualified, the prize will not be awarded.

## 8. Prize:

1 Grand Prize: A trip for winner only to the St. Regis Wellness Spa in Dana Point, CA (the "Spa"). Prize package consists of round trip, coach-class air transportation for one person from a major airport near winner's home (determined by Sponsor in its sole discretion); 1 night's accommodations at Spa (single room); round trip ground transportation between airport and Spa; 3 meals per day (menu and seating determined by Sponsor, in its sole discretion); and use of the Spa facilities and daily sessions with Shaun T. to learn how to live a healthy lifestyle (all details determined by Sponsor). Travel must occur on the dates specified by Sponsor and must occur in September or October of 2012, 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 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 for driving expenses in lieu of air transportation. Sponsor is not responsible if any scheduled session or event is delayed, postponed or cancelled for any reason and winner will not be reimbursed. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. Approximate Retail Value ("ARV"): \$1,500. 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.

No substitution, exchange, sale or transfer of prize by winner. Sponsor reserves the right to substitute the prize for one of equal or greater value. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

**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.

- **General Conditions:** In the event that the operation, security, or 10. 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, ePrize, LLC, 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 or use of any prize (including without limitation, related travel, fitness activities and spa treatments). 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 <a href="http://bit.ly/Hy2pGq">http://bit.ly/Hy2pGq</a>. The winner list will be posted after winner confirmation is complete.