



## Coca-Cola® Racing Stay Active Sweepstakes

### Official Rules

#### NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility:** The Coca-Cola® Racing Stay Active 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 ("Entrant"). Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Subway Franchisee Advertising Fund Trust Ltd., SUBWAY® restaurants, Doctor's Associates Inc., Franchise World Headquarters, LLC., National Association for Stock Car Auto Racing, Inc. ("NASCAR"), ePrize, Inc., and each of their respective parent companies, subsidiaries, affiliates, and each of their respective employees, shareholders, officers, directors, assigns, members, successors, 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.  
**Prize Provider:** Subway Franchisee Advertising Fund Trust Ltd. (SFAFT), 325 Bic Drive, Milford, CT 06461.
- 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"), January 1, 2013 and ends at 11:59 p.m. ET, January 31, 2013 (the "Promotion Period"). Twitter's platform is the official time-keeping device for this Sweepstakes.
- 5. How to Enter:** During the Promotion Period, Entrant must sign into Entrant's Twitter account ("Account"). If Entrant does not have an Account, he or she must visit <http://www.twitter.com> to create one. Accounts are free. Twitter's Terms of Service apply (<http://twitter.com/tos>). Once logged into his or her Account, Entrant must follow the links and instructions in order to follow @CocaColaRacing, @SUBWAY, and/or @PhoenixRaceway on Twitter. Entrant must Tweet with Twitter how he or she lives positively and stays active, healthy and/or fit and must include both the hashtag



#CokeSubwayFreshFit500 and the following link, which is the location of the Official Rules: <http://bit.ly/Qt6VPE>. When the Tweet is posted, Entrant automatically will receive one (1) entry into the Sweepstakes. Sponsor reserves the right to remove Entrant's Tweet and/or disqualify Entrant from the Sweepstakes if it determines, in its sole discretion that Entrant's 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. Limit: 1 Sweepstakes entry per Entrant per day during the Promotion Period. Multiple Tweets on any day will not gain Entrant additional entries into the Sweepstakes. Any attempt by any Entrant to obtain more than one (1) entry per day by using multiple/different email addresses, Accounts, identities, registrations, or logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified from the Sweepstakes. If Entrant posts updates to or receive updates from [www.twitter.com](http://www.twitter.com) via Entrant's wireless phone, message and data rates apply. Entrant must consult his/her wireless service provider regarding its message and data pricing plans. Multiple Entrants are not permitted to share the same email address or Account. 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. Potential Winners (as defined in Section 6 below) 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 February 4, 2013, Administrator will select 50 potential winners in a random drawing of all eligible entries received during the Promotion Period ("Potential Winners"). The Potential Winners will be notified by direct message to their Twitter Accounts on or about February 5, 2013. 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 direct message on or around February 5, 2013, from @CocaColaRacing, @SUBWAY, or @PhoenixRaceway 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 48 hours of the date the message was posted, with the required contact information, including valid full name, address, phone number and email address, or forfeit the Prize (as defined in Section 8 below). In the event that a Potential Winner cannot be contacted, fails to respond within the timeframe provided, 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 applicable Prize will not be awarded. The Prizes will be fulfilled at the Will Call ticket office at the raceway on Sunday, March 3, 2013. Each Winner ("Winner") must present a valid driver's license at Will Call in order to receive the tickets. Failure to do so will result in Prize forfeiture.

8. **Prizes:** 50 PRIZES: Each Prize includes two (2) VIP tickets to the "Fan Fest" Track Experience at Phoenix International Raceway in Avondale, Arizona on March 3, 2013. Prize includes 2 tickets to the NASCAR Sprint Cup Series™, "SUBWAY FRESH FIT® 500 Fan Fest" (the "Race"); an appearance by a member of the Coca-Cola Racing Family for a Q & A session; and access to the VIP hospitality tent ("Prize"). Seating, food and beverages determined by Sponsor in its sole discretion. The Released Parties are not responsible if Race or any other 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. Each 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 portion of Prize, each Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. The Released Parties are not responsible if any Winner does not use ticket on day of the Race. Approximate Retail Value: \$90.

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. Limit: 1 Prize per Entrant.

9. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes Winner's consent for Sponsor, Prize Provider, and their designees to use Winner's name, likeness, Prize information, city and state of residence for promotional purposes in any media now known or hereafter discovered, in perpetuity, 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., SUBWAY® restaurants, Doctor's Associates Inc., Franchise World Headquarters, LLC., Phoenix Speedway Corp., NASCAR, Inc., Sprint, Twitter, Inc., ePrize, Inc., and each of their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and each of their respective shareholders, officers, directors, members, successors, agents, assigns and employees (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, receipt and or use of any Prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of Entrant's 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. Entrant's Personal Information:** Information collected from Entrants is subject to Administrator's Privacy Policy <http://www.eprize.com/privacy-policy> and Sponsor's Privacy Policy <http://www.mycokerewards.com/cms/legal/thecoca-colacompanyprivacypolicy.html>.
- 14. Winner List:** For a list of Winners, visit <http://bit.ly/WONdtU>. The list of Winners will be posted after Winner confirmation is complete.

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