ZICO® Text to Win Sochi 2014 Olympic Winter Games 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 WILL RECEIVE 4 TEXT MESSAGES VIA AUTOMATED TECHNOLOGY 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 ZICO® Text to Win Sochi 2014 Olympic Winter Games 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 ZICO Beverages, LLC, The Coca-Cola Company, Coca-Cola bottlers, Catalyst Public Relations, and Butler, Shine, Stern & Partners, Walgreen Co., 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.
- 2. **Sponsor:** 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"), October 25, 2013 and ends at 11:59 p.m. ET, November 21, 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) <u>Text Message Method of Entry</u>: During the Promotion Period, using your 2-way text-messaging-capable device (each a "Device"), text the keyword WINTER 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. By entering into this Sweepstakes, you will also receive 1 entry into the drawing for the ZICO Sochi 2014 Olympic Winter Games Sweepstakes (click <u>HERE</u> for full rules). 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. By texting WINTER to 26739, you agree to give Sponsor and Administrator permission to send you 4 text messages via automated technology in response to your entry related to the ZICO Text to Win Sochi 2014 Olympic Winter Games 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. 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, Boost Mobile, Alltel, Cincinnati Bell, Cricket, Metro PCS, and Virgin Mobile. Consent is not required to buy Your participation in the Sweepstakes is goods and services. 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 $3" \times 5"$ piece of paper and mail it in an envelope with proper postage to "ZICO Text to Win Sochi 2014 Olympic Winter Games Sweepstakes - Sweeps Entry," P.O. Box 5046, Department #804195, Kalamazoo, MI 49003-5046. You will receive 1 entry into the Sweepstakes. By entering into this Sweepstakes, you will also receive 1 entry into the drawing for the ZICO Sochi 2014 Olympic Winter Games Sweepstakes (click HERE for full rules). Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by November 22, 2013 and received by November 29, 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: 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 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 winner may be required to show proof of being the authorized account holder.

- 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 December 2, 2013, 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 72 hours with the requested contact and mailing information or forfeit the applicable prize. If the potential winner entered by mail, he/she will be contacted by email, mail or phone. The potential 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 (except where prohibited) 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, 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, if time permits, up to 3 alternates. If the alternate potential winners are disqualified, the prize will not be awarded.
- 8. Prize: <u>1 GRAND PRIZE</u>: A 42" LED HD TV, awarded as a \$700 gift card; a \$200 Walgreens® gift card; and 5 cases of ZICO® Pure Premium Coconut Water (flavor(s) determined by Sponsor in its sole discretion). Approximate Retail Value: \$1050. Terms and conditions of gift cards apply. No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute 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.
- **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 prize 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.

- Release and Limitations of Liability: Except where prohibited, by 11. participating in the Sweepstakes, entrants agree to release and hold harmless ZICO Beverages, LLC, The Coca-Cola Company, Coca-Cola bottlers, Catalyst Public Relations, Butler, Shine, Stern & Partners, Walgreen Company., 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. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, ePrize, Inc., One ePrize Drive, Pleasant Ridge, Michigan 48069. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the Consumer-Related Disputes Supplementary AAA Procedure effective September 15, 2005 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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.

13. Winner List: For a winner list, visit http://bit.ly/1aW0Cir. The winner list will be posted after winner confirmation is complete.

The use of Olympic Marks, Terminology and Imagery is authorized by the U.S. Olympic Committee pursuant to Title 36 U.S. Code Section 220506.