

Sprite UTC NBA 2K14 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 UP TO 6 TEXT MESSAGES USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR ENTRY. IF YOU HAVE A SMART PHONE AND YOU OPT IN FOR ADDITIONAL ALERTS VIA THE PROMOTION WEBSITE, YOU ARE PROVIDING YOUR EXPRESS, WRITTEN CONSENT TO RECEIVE 4 PROMOTIONAL ALERT TEXT MESSAGES VIA AUTOMATED TECHNOLOGY PER MONTH FROM SPONSOR, ARCHER, AND/OR ADMINISTRATOR UNLESS AND UNTIL YOU OPT OUT OF RECEIVING THEM. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.

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>.

- 1. Eligibility:** The Sprite UTC NBA 2K14 Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States (or the District of Columbia) who are 13 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Coca-Cola Refreshments USA, Inc., Archer USA ("Archer"); NBA Properties, Inc., NBA Media Ventures, LLC, the National Basketball Association, and its member teams (collectively, "NBA Entities"); Take-Two Interactive, Inc., 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 p.m. Eastern Time ("ET"), December 6, 2013 and ends at 7:00 a.m. ET, December 20, 2013 (the "Promotion Period"). Archer'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, and while supplies last, purchase any Sprite® or Sprite Zero™ product (excluding glass and aluminum bottles) that contains a unique code under the cap (the "**Product Code**"). If you have a 2-way text-messaging-capable device (each a "Device"), text the keyword **2K** and your Product Code to the short code 777483. 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. Then, if requested, input the information to confirm your date of birth, if you have never entered a code on this short code before. Then, you will receive a download (each a "Reward"). If your Device is a smart phone, you will be offered a choice of Rewards. If not, you will automatically receive the virtual currency download Reward, while supplies last. Reward items may vary during the Promotion Period and some may be available only while supplies last. For example, the virtual currency download Reward will be available to the first 32,000 participants who select it, while supplies last. **If you wish to opt out of Sprite alerts, text STOP to 777483. Text HELP to 777483 if you would like more information. Call (800) 603-2653 or send questions to questions@eprizefulfillment.com.** By texting your keyword and Product Code to 777483, you are providing your express, written consent to give Sponsor and Archer permission to send you **up to 6 text messages using automated technology in response to your entry** related to the Sprite UTC NBA 2K14 Sweepstakes. **If you have a smart phone and if you opt in for additional alerts via the promotion website, you are providing your express, written consent to receive 4 promotional alert text messages via automated technology per month from Sponsor, Archer, and/or Administrator unless and until you opt out of receiving them. Additional alert opt-in is not available on all phone types.** Once you have selected or been awarded your Reward, follow the links and instructions to complete the steps to receive 1 entry into the Sweepstakes. You will need to provide your valid email address before the first time you receive an entry. Limit: 1 entry into the Sweepstakes per text entry, up to 5 entries per day (see "Limit" below for further explanation).

If you participate and/or 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. 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. Consent is not required to buy goods and services. **Your receipt of Rewards and participation in the Sweepstakes are 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 the Sprite UTC NBA 2K14 Sweepstakes without making a purchase,

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 "Sprite UTC NBA 2K14 Sweepstakes – Sweeps Entry," P.O. Box 5046, Department 805101, Kalamazoo, MI 49003-5046. You will receive 1 entry into the Sweepstakes drawing. Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by December 21, 2013 and received by December 28, 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: 5 Sweepstakes entries per person per day during the Promotion Period, regardless of method or combination of methods 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 stated 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. Each potential winner may be required to show proof of being the authorized account holder.

- 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 January 3, 2014, Administrator will select the name of each potential winner in a random drawing of all eligible entries received during the Promotion Period. Each potential winner will be notified by email, mail, phone or Device, depending on method of entry. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winners:** Each potential winner 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 via the email address 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 a potential winner entered by mail, he or she will be contacted by email, mail or phone. Each potential winner (or parent/legal guardian if a 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 a 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, if time permits, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded.

8. Prizes:

1 Grand Prize: An autographed piece of clothing, signed by LeBron James, all details determined by Sponsor, in its sole discretion. Approximate Retail Value ("ARV"): \$400.

1 First Prize: 1 million points in NBA 2K14 Next Gen virtual currency to be used in the NBA 2K14 game. ARV: \$310.

For All Prizes: No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute a prize or prize component 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 person. Potential winner must have a copy of NBA 2K14 for Xbox One or Playstation 4 and must create a MyPlayer account subject to the terms available at www.take2games.com/privacy and www.take2games.com/eula in order to receive NBA 2K14 Next Gen virtual currency.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and the NBA Entities and each of their respective 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, Coca-Cola Refreshments USA,

Inc., Archer, the NBA Entities, Take-Two Interactive, Inc., 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 AAA Consumer-Related Disputes Supplementary 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/19MdgF8>. The winner list will be posted after winner confirmation is complete.