#CokeGames Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: #CokeGames Contest (the "Contest") 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, Wieden + Kennedy, HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, and agents, and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest 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:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- **3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **4. Timing:** The Contest begins on February 9, 2014 at 12:00 a.m. Eastern Time ("ET"), ends on February 21, 2014 at 11:59 p.m. ET (the "Contest Period"), and is comprised of 4 entry periods (each, an "Entry Period") as set forth in the table below. In between Entry Periods, there will be no opportunity to upload an eligible Video, so be sure to wait for the announcement and the applicable Entry Period to begin.

Entry Period and Challenge Name	Begins at 12:00 a.m. ET	Ends at 11:59 p.m. ET on:	Approximate Winner Notification Date:
	on:		
1 - Speed Sipping	2/9/14	2/10/14	2/11/14
2 – Ski Jump	2/12/14	2/13/14	2/14/14
3 - Coke Curling	2/17/14	2/18/14	2/19/14
4 – Bottle Cap Hockey	2/20/14	2/21/14	2/22/14

Sponsor's computer is the official time-keeping device for this Contest.

5. How to Enter: For each Entry Period, Sponsor will post a challenge on its social channels (Facebook and Instagram) (each, a "Challenge") which will describe exactly what to do. The Challenges are subject to change but are planned to be as listed in the table above, and briefly described in Section 6, below. The Challenge and Section 6 below describe the Coca-Cola item to be used. You may not use other versions of Coca-Cola (such as Diet Coke, Caffeine Free Coke, etc.) or Coca-Cola packaging other than what is specified. However, if you prefer to enter without obtaining a specific Coca-Cola item, you may use a comparable water item (can, cap, or cup) with all labels removed or obliterated. For Challenge #1, you must drink 12 fl. oz. through a straw if you choose to drink water instead of Coke. For Challenge #3, you may use a can of sparkling water.

During the applicable Entry Period, take a video that responds to the Challenge (each, a "Video"). Your Video MUST contain the hashtag #CokeGames and must meet all guidelines and restrictions in these Official Rules and in the Challenge for you to be eligible for a prize, so please read them carefully. Note exactly which type of item must be used for the

Challenge as using something different may disqualify your Video. See the Challenge for an example. Then, upload your Video via Instagram or post it to your Facebook wall, being sure to include the hastag via either method.

- a) Instagram Method of Entry: During one of the Entry Periods, access the Instagram application ("Instagram App") on your mobile device ("Device"). If you do not have the Instagram App, you may download it through the application store on your Device. The Instagram App is free; however, data rates may apply to use of Instagram App. Instagram's Terms of Use apply http://instagram.com/legal/terms/. Once you have accessed the Instagram App, post your Video and include the hashtag #CokeGames. If you entered via this method, in order for us to contact you and for you to redeem your prize, your settings must be set to public.
- b) <u>Facebook Method of Entry:</u> During one of the Entry Periods, login to your Facebook account. If you do not have one, you may create one for free. The Facebook Terms of Use apply https://www.facebook.com/policies/?ref=pf. Once you have logged in, upload your Video to your Facebook wall and include the hashtag #CokeGames. If you entered via this method, in order for us to contact you and for you to redeem your prize, your settings must be set to public.

<u>For Both Methods of Entry</u>: If you enter the Contest using a Device, your wireless service provider's 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. Entrants should check their Device's features for capabilities and check the Device manual for specific use instructions. By entering a Video, you agree that it conforms to the Guidelines and Content Restrictions (as defined below) and that Sponsor may disqualify you from the Contest, in its sole discretion, if your Video does not comply with the Guidelines and <u>Content Restrictions</u> or is otherwise not in compliance with these Official Rules.

Guidelines:

- The Video format and size must comply with the Instagram or Facebook limitations (depending on method of entry);
- The Video must comply with the terms and conditions of Facebook and/or Instagram (depending on method of entry);
- The Video must include the hashtag #CokeGames and the correct item as indicated in the Challenge;
- The Video must be your own, individual work; and
- The Video cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Video must not include any private information of a third party such as name, address, phone number, or email address;
- The Video must not include the image of a child under the age of 13 or who appears to be under the age of 13;
- The Video must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Video must not disparage Sponsor, its products or services, Administrator, Wieden + Kennedy, or any other person or party affiliated with the promotion and administration of this Contest;
- The Video must not contain brand names, brand logos, or trademarks, without permission, to the extent permission is necessary, other than those owned by Sponsor, which entrant has a limited license to use to create and enter a Video in this Contest;

- The Video must not contain text, images, artwork, or music not created by entrant:
- The Video must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Video must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Video must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Video is created.

<u>Limit</u>: Each entrant may submit one (1) Video per Entry Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address or Instagram or Facebook account ("Account"). Any attempt by any participant to submit more than the stated number of Videos by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void all of that entrant's Videos and that entrant may be disqualified from this Contest and any of the Sponsor's other promotions. If any individuals appear in the Video, Entrant must have permission to use their name, likeness, and/or voice in the Video and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable by Sponsor. Posting and/or Publicly Sharing a Video constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, nonexclusive license to use, reproduce, modify, publish, create derivative works from, and display such Video in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Video or any portion thereof. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Videos, which are disqualified in Sponsor's sole discretion. In the event of a dispute as to the owner of any Video, the authorized account holder of the email address used to register for that Account will be deemed to be the entrant and he/she must comply with these Official Rules. 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. Each entrant may be required to show proof of being the authorized account holder.

- **6. Winner Determination:** After the end of each Entry Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will review the eligible Videos for that Entry Period and will select the highest-scoring Videos based on an application of the following criteria ("Judging Criteria"), based on the Challenge:
- 1 Speed Sipping drink a full 7.5 fl. oz. mini-can of Coca-Cola through a straw. Judged 80% on creativity* and 20% on speed of completion.
- 2 Ski Jump land an ice cube into a plastic cup full of Coke. Judged 50% on degree of difficulty* and 50% on creativity.
- 3 Coke Curling slide a full 12 fl. oz. can of Coke on a horizontal surface. Judged 100% on creativity.
- 4 Bottle Cap Hockey use a plastic or metal Coca-Cola bottle cap and play "hockey" on a flat surface. Judged 50% on degree of difficulty* and 50% on creativity.

To repeat the alternate packaging options in Section 5, above, if you prefer to enter without obtaining a specific Coca-Cola item, you may use a comparable water item (can, cap, or cup) with all labels removed or obliterated. For Challenge #1, you must drink 12 fl. oz. through a straw if you choose to drink water instead of Coke. For Challenge #3, you

may use a can of sparkling water. The entrant who created the Video with the highest score will be deemed the potential winner of the "gold" prize for that Entry Period, the next highest score will earn the "silver" prize and the third highest score will earn the "bronze" prize. In the event of a tie, the entrant whose Video received the higher score in the starred (*) category, as determined by the qualified judges, will be the winner from among the tied entrants. Sponsor reserves the right to select fewer than three (3) winners for any Entry Period, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Videos for a particular Challenge. Sponsor reserves the right to disqualify any potential winner if, in its sole discretion, it finds content on his or her social media pages to be inconsistent with the brand's image (for example, if it is in violation of any of the content restrictions above).

7. Winner Requirements: The potential winners will be notified by Sponsor on or about the date listed in the table in Section 3, above. Potential winners will be notified via direct message from the Sponsor's social media account, or, if necessary, contact may be initiated via public message on the potential winner's Video or Account page.

Each potential winner will be required to take the specified steps provided in the message with the requested contact information within 48 hours of receiving the win notification and will need to provide a written affirmation and warranty of ownership of the Video and rights to use likenesses within 5 days of notification. If a potential winner of any prize cannot be contacted, fails to respond with the requested contact information within the required time period, fails to provide the required documentation/assurances, or does not comply with these Official Rules, the potential winner will be disqualified and forfeits the prize. If a prize is forfeited or returned as undeliverable, Sponsor may award the applicable prize to a runner-up from the applicable Entry Period, based on the Judging Criteria above, up to 3 alternates, after which the applicable prize will remain unawarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Video, and/or prize information in connection with the Contest for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Video and that Sponsor in its sole discretion shall have the right to refrain from using the Video. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 11 below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 - 10 weeks after end of Contest Period.

8. Prizes:

4 GOLD PRIZES (1 per Entry Period): A \$100 gift card, terms and conditions apply. Approximate Retail Value ("ARV"): \$100.

4 SILVER PRIZES (1 per Entry Period): A set of pins, all details determined by Sponsor in its sole discretion. ARV: \$80.

<u>4 BRONZE PRIZES (1 per Entry Period)</u>: A set of nesting cans, all details determined by Sponsor in its sole discretion. ARV: \$60.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied. No substitution, exchange or transfer of prize by any winner. Prizes cannot be redeemed for cash. Sponsor reserves the right to substitute any prize for one of comparable or greater value, at its sole discretion. Each prize winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person.

- **9. Publicity:** Except where prohibited, participation in the Contest constitutes entrant's consent for the Sponsor and each of its designees to use entrant's name, likeness, Video, prize information, city and state of residence for advertising, promotional and other purposes, in any manner, in any and all media, now or hereafter devised, worldwide in perpetuity, without further consideration, notification or permission.
- 10. General Conditions: If for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest (or any portion thereof), and select the winners for the Entry Period(s) at issue, from the non-suspect, eligible Videos received for such Entry Period(s) prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor. 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 Contest or to be acting in violation of these Official Rules or any other Contest, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies 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 Contest, entrant agrees to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Wieden + Kennedy, HelloWorld, Inc., Facebook, Inc., Instagram, Inc., and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing or judging of Videos; (e) late, lost, stolen, illegible, inaccurate, delayed, misdirected or undeliverable Videos, posts, 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 Contest. 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 Contest 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.
- 12. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or its associated winner selection and/or notification (the "Contest Administration") 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; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Contest and Contest Administration, 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 list of winners, visit http://bit.ly/1aA9gmN. The winner list will be posted after winner confirmation is complete and will be available until June 22, 2014.