Hi-C Ecto Cooler: Social Sweepstakes Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility: The Hi-C Ecto Cooler: Social Sweepstakes (the "<u>Sweepstakes</u>") is open only to legal residents of the 50 United States and 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, HelloWorld, Inc., Columbia TriStar Marketing Group, 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 (collectively "<u>Sweepstakes Parties</u>"), 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.
- Sponsor: The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.
 Administrator: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully, unconditionally and irrevocably 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"), April 25, 2016 and ends at 11:59 p.m. May 9, 2016 ET, (the "Promotion Period"). Facebook, Inc. and Twitter, Inc.'s computers are the official time-keeping device for the Sweepstakes. Facebook and Twitter are not a sponsor, administrator, endorser or associated with the Sweepstakes.
- **5. How to Enter:** During the Promotion Period, there are 2 ways to enter the Sweepstakes:
 - a. <u>Twitter</u>: Log-in to or create your Twitter account then, retweet the "@Ectocooler Sweepstakes" tweet to automatically receive 1 entry into the Sweepstakes. You must retweet the "@Ectocooler Sweepstakes" tweet without modification in order to enter.
 - If you post updates to or receive updates from www.twitter.com via SMS from your wireless phone, your wireless-service provider may charge you for each text message you send and receive. Please consult your wireless-service provider regarding its pricing plans. All terms and conditions of www.twitter.com apply.
 - b. <u>Facebook</u>: Visit Facebook.com/ectocool and log in or create your Facebook account. Online accounts are free but subject to the terms of service at https://www.facebook.com/legal/terms. Then, locate the post that advertises this Sweepstakes. Follow the directions to submit 1 comment in response to the Sponsor's post, and include the hashtags #EctoCooler and #Sweepstakes (herein, the "<u>Social Share</u>"). By doing so, you automatically will receive 1 entry into the Sweepstakes.

By posting your Social Share, you agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove your Social Share and disqualify you from the Sweepstakes if it believes your Social Share fails to conform.

Restrictions:

- The Social Share 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 Social Share must be relevant to the Sweepstakes and the post;
- The Social Share must not disparage Sponsor, Administrator, Sweepstakes Parties, talent/filmmakers related to the "Ghostbusters" movie franchise or any other person or party affiliated with the Sweepstakes:
- The Social Share must not include brand names or trademarks, other than those owned by Sponsor or the use of any reference to "Ghostbusters", which entrant has a limited license to use solely in a Social Share for this Sweepstakes;
- The Social Share must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Social Share must not contain 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;
- The Social Share must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Social Share is created:
- Social Share cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- The Social Share must not include any private information of a third party such as name, address, phone number, or email address;
- The Social Share must not contain the likeness of anyone other than the entrant:
- The Social Share must conform with Facebook format and size requirements and limitations; and
- The Social Share must be your own, original work.

Posting a Social Share constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Social Shares in whole or in part, on a technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Social Share.

<u>Limit</u>: 1 Sweepstakes entry per person during the Promotion Period, regardless method of entry. Multiple entrants are not permitted to share the same email address or Facebook or Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Facebook accounts, Twitter accounts, email addresses, 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. 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 "<u>authorized account holder</u>" is the natural person assigned an email address or Facebook/Twitter account by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address or by Facebook, Inc. or Twitter, Inc. Potential winners 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 May 10, 2016,

Administrator will select the names of the potential winners in a random drawing of all eligible entries received for the Promotion Period. Each potential winner will be notified via the social channel used to enter the Sweepstakes. Be sure to check back on or around the notification date to see if you won. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Sponsor reserves the right to disqualify the potential prize 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 content is in violation of any of the content restrictions above).

- 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 be required to provide the Administrator his/her full name, email address, mailing address (no P.O. Boxes), and date of birth for prize fulfillment purposes within 2 days of the date notice or attempted notice is sent, 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. Unclaimed or forfeited prizes will go un-awarded. Prizes will be fulfilled approximately 8 to 10 weeks after the conclusion of the Sweepstakes.
- **8. Prizes:** 50 PRIZES: Hi-C Ecto Cooler 10pk of 6 oz juice drink boxes from the very first production run. Approximate Retail Value ("ARV"): \$1.99 each. Total ARV:\$99.50. No substitution, exchange or transfer of prize by any winner. Prize cannot be redeemed for cash. Sponsor reserves the right to substitute any prize for one of comparable or greater value, in its sole discretion. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person. All prize details are at Sponsor's sole discretion.
- **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, Social Shares, 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 forever and irrevocably agree to defend, indemnify, release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Facebook, Inc., Twitter, Inc., HelloWorld, Inc., Columbia TriStar Marketing Group, 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, liability, injuries, damages, demands, judgments, lawsuits, legal proceedings, cause of action, losses, costs and expenses, arising out of, resulting from or in connection with

- (a) the Sweepstakes or the entry or participation in the Sweepstakes; (b) receipt, acceptance, possession, delivery of, use, misuse or inability to use, or defect of any prize; (c) unauthorized human intervention in the Sweepstakes; (d) technical errors related to computers, servers, providers, printers or telephone or network lines; (e) printing errors; (f) errors in the administration of the Sweepstakes or the processing of entries; (g) late, lost, or undeliverable mail; or (h) 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, if any, will not exceed 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.
- 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 bit.ly/1Njcs9N. The winner list will be posted after winner confirmation is complete.
- **14. Entrant's Personal Information:** Information collected from entrants is subject to Administrator's Privacy Policy http://www.helloworld.com/privacy-policy and Sponsor's Privacy Policy http://www.coca-cola.com/tcccprivacypolicy.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.