## COCA-COLA SPICED GIVEAWAY OFFICIAL RULES

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

ODDS OF WINNING A PRIZE DEPEND UPON THE TIMING OF ENTRY. BY SUBMITTING A GIVEAWAY ENTRY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

THE GIVEAWAY IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF PRIMARY RESIDENCE, WHICHEVER IS OLDER. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

**GIVEAWAY PERIOD:** The Coca-Cola Spiced Giveaway (the "<u>Giveaway</u>") begins at 12:00 AM Pacific Daylight Time ("PDT") on May 1, 2024, and ends on July 10, 2024, at 11:59:PM PDT (the "<u>Giveaway Period</u>"). The computer clock of the Administrator is the official time-keeping device in the Giveaway. By participating, participants ("<u>Participants</u>") agree to be bound by these Official Rules and the decisions of Coca-Cola North America, a division of The Coca-Cola Company (the "<u>Sponsor</u>"), which are binding and final on matters relating to this Giveaway.

**ELIGIBILITY:** Giveaway is open only to legal residents of the fifty (50) United States and District of Columbia (NOT including residents of Puerto Rico and all U.S. Territories), who are eighteen (18) years of age or the age of majority in their state of primary legal residence (whichever is older) at time of entry. Employees, contractors, directors and officers of the Sponsor, SMMS, LLC ("Administrator"), Fandango Loyalty Solutions, LLC, and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and Giveaway agencies, or other agency involved in the administration, development, fulfillment and execution of this Giveaway (collectively, "Giveaway Parties"), and the immediate family members, as defined below, of each, regardless of where they reside, and those living in their same households, whether or not related, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Winning a prize is contingent on fulfilling all requirements in these Official Rules. All federal, state, and local laws and regulations apply. Void where prohibited or restricted.

**HOW TO PARTICIPATE:** During the Giveaway Period, there are two (2) ways to participate. <u>1)</u> **Entry with Purchase:** To receive one (1) entry in the Giveaway ("<u>Entry</u>"), follow these directions. Spend \$5 (excluding tax) or more on participating Coca-Cola Spiced products ("<u>Participating Products</u>") in one transaction in store at Walmart or online at Walmart.com during the Giveaway Period. See Participating Products below. Visit <u>www.activaterewards.com/cocacolaspiced</u> (the

"Website"), submit an image of your full receipt, or a screenshot of your shipping, pickup or delivery confirmation for online purchases, with qualifying item(s) starred by July 10, 2024, for validation. Submissions are reviewed within 2-5 business days. Once your receipt has been validated, you will receive one (1) Giveaway Entry.

## **Participating Products:**

- Coca-Cola Spiced 12oz 12pk
- Coca-Cola Spiced 20oz
- Coca-Cola Spiced .5L 6pk
- Coca-Cola Spiced 7.5oz 10pk
- Coca-Cola Spiced 2L
- Coca-Cola Spiced 7.5oz 30pk
- Coca-Cola Spiced Zero Sugar 12oz 12pk
- Coca-Cola Spiced Zero Sugar 20oz
- Coca-Cola Spiced 12oz Sleek
- Coca-Cola Spiced 12oz Sleek

<u>2) Alternate Means of Entry:</u> To receive one (1) Entry without making a purchase ("<u>AMOE Entry</u>"), visit <u>www.cocacolaspicedamoe.com</u> (the "<u>AMOE Website</u>"), and complete the online form to receive one (1) Entry.

The first 50 eligible Participants submitting an Entry will be eligible to receive one of the prizes described below. Prizes are available during the Giveaway Period while supplies last.

Limit one (1) Entry per household, regardless of entry method. Entries received from any person or email address in excess of the stated limitation will be void. Automated and/or third-party entries, entries generated by script, macro or other automated means and Entries generated by any means which subvert the entry process are void. No mechanically reproduced Entries will be accepted. Multiple Participants are not permitted to share the same email address. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win. Any attempt by any Participant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that Participant's entries, and that Participant may be disqualified at Sponsor's and/or Administrator's discretion. Normal Internet, phone and usage charges imposed by your online or phone service may apply. If you enter via the Website using your mobile device, message and data charges may be incurred. For purposes of this Giveaway, a "day" begins at 12:01 AM PDT and ends at 11:59 PM PDT.

Any and all information provided in connection with this Giveaway is subject to Sponsor's Privacy Policy available at <a href="https://www.coca-colacompany.com/policies-and-practices/privacy-policy">https://www.coca-colacompany.com/policies-and-practices/privacy-policy</a>

**PRIZES (50):** There are fifty (50) prizes (<u>"Prize(s)"</u>) available to be awarded. Prize winners (<u>"Winners"</u>) will receive a Coca-Cola kit featuring a tote bag with a candle, Coca-Cola Spiced sample cans, a koozie. **The Approximate Retail Value (<u>"ARV"</u>) of each Prize is \$35. The ARV of all Prizes is \$1,750.** 

**PRIZE CONDITIONS:** The Prizes will be mailed to the mailing address (no P.O. Boxes) provided at time of registration. Shipping in the United States only. Prizes may take 8-10 weeks to arrive after Giveaway Period ends.

Winners are responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever related to receipt and use of the Prize not specifically provided herein. In the event that the designated Prize should become unavailable for any reason or if, for reasons beyond its control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules, Sponsor reserves the right in its discretion to substitute the Prize with another Prize of similar nature and equal or greater value. The Prize is non-assignable and non-transferable and is not redeemable for cash. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of Prize.

Prize will be awarded provided that a sufficient number of Entries are received, and the Prize is claimed in accordance with the dates and times specified above.

## Limit one (1) Prize per household.

**WINNER SELECTION:** Prizes will be awarded to the first fifty (50) qualified Participants to successfully submit their Entries. Only the stated number of Prizes will be awarded; Prizes are available while supplies last, and the number of Prizes available will diminish as they are awarded. All Prizes may be awarded before the Giveaway Period ends. Personally identifiable information received will be used only to verify eligibility and award Prizes. Odds of winning a Prize depend upon the timing of Entry.

**WINNER NOTIFICATION**: If Giveaway Parties are unable to contact a potential Winner, or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at the Sponsor's discretion, an alternate Winner may be selected from all eligible entries based on timing of entry into the Giveaway. The Sponsor reserves the right not to award a Prize in the event the Giveaway Parties are unable to identify and confirm a Prize Winner after repeated attempts to select an alternate Winner.

In the event of dispute concerning the identity of a Participant, the authorized account holder of the email address used to enter will be deemed to be the Participant, and the Participant's Entry will be deemed submitted by the natural person who is the authorized holder of that email account. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners may be required to show proof of being the authorized account holder. Sponsor and its agencies are not responsible for notifications that are misdirected because of email addresses that are no longer correct, or for any other reason beyond the control of the Sponsor. Return of any Prize notification as

"undeliverable" will result in disqualification. If for any reason any Prize is not claimed or a Winner is disqualified, the Prize will be forfeited, and an alternate Winner may be selected from among all eligible Entries received during the Giveaway Period.

**GENERAL CONDITIONS:** Giveaway qualification is determined when receipt image is submitted to the Website for receipt validation or when a request for an AMOE Entry has been submitted. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility of potential Winner(s). The Sponsor and/or the Administrator have the right to determine eligibility in their discretion; all decisions concerning eligibility are final. Any effort to circumvent the Giveaway limits, requirements, or other terms (including, but not limited to, providing fictitious information, or concealing identity or location) voids submissions and disqualifies person from participating in the Giveaway.

Prizes consists only of the elements expressly set forth above; no other elements are included in the Prizes. Prizes will be awarded provided that a sufficient number of Entries are received, and the Prize is claimed in accordance with the dates and times specified above.

By participating, participants accept and agree to: (i) be bound by these Official Rules, all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of their rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties are not responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of Prize redemptions, emails, Entries, the announcement of the Winners, or in any Giveaway-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Giveaway or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Giveaway or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Giveaway Entries will be void. Should any portion of the Giveaway be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Giveaway. If terminated, at its discretion, the Sponsor reserves the right to select the potential Winners from all eligible. nonsuspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO

DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants, by participating, agree that Sponsor, Administrator, Fandango Loyalty Solutions, LLC, and each of their respective parents, affiliates, subsidiaries and advertising and Giveaway agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Giveaway. By participating in the Giveaway, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes. Fandango Loyalty Solutions, LLC, referenced, or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Giveaway. The Released Parties are not responsible if the Giveaway cannot be administered or conducted as planned and/or any Prize cannot be awarded due to cancellations, delays, or interruptions resulting or arising from acts of god, war, or terrorism, civil unrest, strikes, supply shortages, natural disasters, weather, pandemics, epidemics, compliance with any law or order of a governmental authority, or any other similar act, event or occurrence beyond the reasonable control of the Sponsor.

Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission (which grant will be confirmed in writing on request) for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes (including the announcement of their name online, on television or on radio broadcast), without further compensation or consideration, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

**INDEMNITY:** Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Giveaway, (b) typographical errors in the Official Rules or any promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use an Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Giveaway, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the Entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Giveaway site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or

inability to access the Giveaway, any Giveaway-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Giveaway, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Giveaway.

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Giveaway, use of the Website, or the acceptance, receipt, or use of any Prize or Prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees.

**BINDING ARBITRATION:** Except where required by law, Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Giveaway (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules, or the Giveaway shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

CHOICE OF LAW: All federal, state, and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the substantive laws of the state of Georgia without giving effect to any choice of law or conflict of laws rules (whether of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Georgia. Any action seeking legal or equitable relief, or any arbitration, arising out of or relating to the Giveaway or these Official Rules shall be brought only in the State of Georgia. You hereby irrevocably consent to the personal jurisdiction of said forum and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNERS' NAMES:** For the name of the Winners (available after July 10, 2024), send a self-addressed stamped envelope to: Coca-Cola Spiced Giveaway Winner, 312 W. 2nd Street #3907 Casper, WY 82601 for Sponsor's receipt no later than September 4, 2024.

**SPONSOR:** Coca-Cola North America, a division of The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia, 30313.

// End of Official Rules //