

Coca-Cola Freestyle Be You Be Refreshed Instant Win Official Rules

NO PURCHASE OR SCAN REQUIRED TO ENTER OR WIN.

1. Eligibility: The Coca-Cola Freestyle Be You Be Refreshed Instant Win (the "Instant Win Game") 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, Merkle Inc., and their respective parent companies, subsidiaries, affiliates, agents, and those prize providers and agencies that are involved in the development or execution of this Instant Win Game 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 Instant Win Game 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: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: By participating in the Instant Win Game, 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 Instant Win Game.

4. Promotion Period: The Instant Win Game begins at 12:00 a.m. Eastern Time ("ET"), February 1, 2021 and ends at 11:59 p.m. ET, March 28, 2021 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Instant Win Game.

5. How to Enter: There are 2 ways to play the Instant Win Game, if you are eligible:

- a) **Scan QR Code at any Participating Coca-Cola Freestyle Location Entry Method:** [CLICK HERE](#) for list of all Coca-Cola Freestyle Locations. Not all locations may participate in this Instant Win Game so check with a location before you go.

During the Promotion Period, go to any participating Coca-Cola Freestyle location and locate the promotional QR code on point-of-sale advertising. This advertising may be located at the drive-thru window and/or in the location. Using your mobile device, scan the QR code. Next, follow the links and instructions to complete the registration form, including providing your first and last names, date of birth and valid email address. You will automatically advance to the Instant Win Game page to play and be instantly notified if you are a potential winner of 1 of the Instant Win Game prizes.

Message and data rates apply to use of mobile device for entry. You may be charged by your wireless carrier for participating via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE participating via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

- b) **Free Online Entry Method:** During the Promotion Period, to enter without going to a participating Drive-Thru location or using your mobile phone to scan a QR code, navigate to this section and then [CLICK HERE](#) and follow the links and instructions to complete and submit the registration form, including your first and last names, date of birth and valid email address. You will automatically advance to the Instant Win Game page to play and be instantly notified if you are a potential winner of 1 of the Instant Win Game prizes.

Limit: 1 Instant Win Game play per person per day during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar play methods or agents (including, but not limited to, promotion entry services) will void all plays by that entrant. In the event of a dispute as to any online play, the authorized account holder of the email address used to play 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. Potential winners may be required to show proof of being the authorized account holders.

6. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME DISPLAYS A WINNING MESSAGE, OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Instant Win Game Prize Selection and Verification of Potential Winners: Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be 203 random, computer-generated winning times during the Promotion Period, 1 for each of the Instant Win Game prizes below. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. In the event that a potential winner cannot be contacted, fails to provide any requested information, 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, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be digitally fulfilled approximately 10 to 12 weeks after the conclusion of the Instant Win Game.

8. Prizes: 3 GRAND PRIZES: A flat screen TV, awarded as a \$500 electronics store gift code, terms and conditions apply. Approximate Retail Value ("ARV"): \$500.

20 FIRST PRIZES: A smart home device "Home Tech Upgrade", awarded as a \$100 electronics store gift code, terms and conditions apply. ARV: \$100.

40 SECOND PRIZES: "Free Gas for a Week" awarded as a \$50 prepaid card, terms and conditions apply. ARV: \$50.

20 THIRD PRIZES: A \$50 food ordering and delivery gift card, terms and conditions apply. ARV: \$50.

20 FOURTH PRIZES: A \$50 food ordering and delivery gift code, terms and conditions apply. ARV: \$50.

100 FIFTH PRIZES: A \$25 prepaid card, terms and conditions apply. ARV: \$25.

For All Prepaid Card Prizes: Each prepaid card is not a gift card and has an expiration date. Winners of this prize will receive an email from notification@prepaiddigitalsolutions.com that prompts them to select either a physical or virtual prepaid card. Winners must make this selection within 90 days of the date of the email notification. Physical or virtual prepaid cards must be used within six (6) months after their issue date. Sponsor reserves the right to substitute a prize of equal or greater value in lieu of the prepaid card if a winner is between the ages of 13 and 17.

For All Food Ordering/Delivery Gift Card/Code Prizes: Sponsor reserves the right to substitute a prize of equal or greater value in lieu of the gift card/code if a winner is not of legal age in his/her state of residence.

For All Prizes: Sponsor and Administrator are not responsible for complaints or issues regarding digital codes/cards (claims that digital code/card is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the digital code/card.

No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Odds of winning an Instant Win Game Prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 2 prizes per person. Total ARV of all prizes: \$10,000.

9. Publicity: Except where prohibited, participation in the Instant Win Game constitutes entrant's (or parent/legal guardian's if winner is a minor in his/her state of residence) consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence, video, voice, any comments or other feedback related to prize or Instant Win Game experience for promotional purposes in any media without further consideration.

10. General Conditions: In the event that the operation, security, or administration of the Instant Win Game or the App is impaired in any way for any reason, including, but, not limited to, fraud, outbreak of widespread illness, pandemic, civil unrest, or other similar occurrence, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Instant Win Game to address the impairment, then resume the Instant Win Game in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Instant Win Game and award the prizes in a random drawing from among all eligible entries received up to the time of 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 Instant Win Game or the App 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 or damage the legitimate operation of the Instant Win Game or the App 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 Instant Win Game, entrants (or parents/legal guardians if an entrant is a minor in his/her state of residence) agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Merkle 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 Instant Win Game or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Instant Win Game; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Instant Win Game or the processing of registrations and game plays; (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 Instant Win

Game or receipt of any prize. Entrant (or parent/legal guardian if winner is entrant in his/her state of residence) further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Instant Win Game and in no event shall the Released Parties be liable for attorney's fees. Entrant (or parent/legal guardian if entrant is a minor in his/her state of residence) 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 Instant Win Game play, if it is possible. If the Instant Win Game, 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. Disputes: Entrant (or parent/legal guardian if entrant is a minor in his/her state of residence) agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Instant Win Game 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 Instant Win Game, 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 Instant Win Game, 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 <https://bit.ly/2LvzTCO>. The winner list will be posted after winner confirmation is complete.

14. Entrant's Personal Information: Information collected from each entrant is subject to Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/>.