

# Introducing AHA

## 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 AGREE THAT YOU ARE PROVIDING SPONSOR AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 8 TEXT MESSAGES USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR ENTRY. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.**

**1. Eligibility:** Introducing AHA (the "Instant Win Game") is open only to legal residents of the 50 United States (or the District of Columbia) who are 16 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"), August 1, 2020 and ends at 11:59 p.m. ET, October 31, 2020 (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 enter:

- a) **Text-Messaging Method of Entry:** During the Promotion Period, using a two-way text-messaging capable device (each a "Device"), text AHA to the short code 26739. Then, input the requested information to confirm your date of birth. If you are eligible, you will receive 1 Instant Win Game play. **If you wish to opt out, text STOP to 26739. Text HELP to 26739 if you would like more information.** Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com). By texting AHA to 26739, you agree that you are providing Sponsor and Administrator express, written consent for you to receive up to **8 text messages using automated technology in response to your entry** related to Introducing AHA. If you are a potential winner of an Instant Win Game prize, the return text message that you receive will contain detailed prize claim instructions. **Message and data rates may apply.** Check your owner's manual for specific text-messaging instructions. Text messaging may not be available through all wireless carriers. Supported carriers include AT&T™, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Boost Mobile, Alltel, Cincinnati Bell, Cricket, and Metro PCS. **Consent is not required to buy goods and services. Your participation in the Instant Win Game is subject to the Sponsor's Privacy Policy, which can be viewed by visiting <https://us.coca-cola.com/privacy-policy/>, as well as the Administrator's Mobile**

**Terms and Conditions, which can be viewed by visiting <http://www.helloworld.com/terms>.**

- b) **Free Online Method of Entry:** To enter without text messaging, during the Promotion Period, visit [www.cokeplaytowin.com/aha](http://www.cokeplaytowin.com/aha) and follow the links and instructions to complete and submit the registration form, including providing a valid email address. You will automatically advance to the Instant Win Game page where you will receive 1 Instant Win Game play. You will be instantly notified if you are a potential winner of one of the Instant Win Game prizes.

Limit: 1 Instant Win Game play 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 plays by using multiple/different email addresses, Devices, identities, registrations or logins, or any other methods will void that participant's plays and that participant 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 play, the authorized account holder of the email address or Device 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. 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. Potential winners may be required to show proof of being authorized account holders.

**6. ALL POTENTIAL INSTANT WIN GAME WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE INSTANT WIN GAME. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER 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 INSTANT WIN GAME 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 208 random, computer-generated winning times during the Instant Win Game Period, 1 for each of the Instant Win Prizes listed 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. If a potential winner entered via text messaging, he/she will be notified by phone and/or text message at the phone number of the Device used to enter the Instant Win Game and he/she must respond within 5 days with the requested contact information or forfeit the applicable prize. If the potential winner entered online, he/she will be contacted by email and he/she must respond within 5 days with the requested contact information or forfeit the applicable prize. In the event that any potential winner of a Grand or First Prize cannot be contacted, fails to provide contact information 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, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Unclaimed or forfeited Second or Third Prizes will remain un-awarded. Prizes will be fulfilled approximately 8 – 10 weeks after the end of the Instant Win Game.

## **8. Prizes:**

2 GRAND PRIZES: A \$100 Amazon.com Gift Card, terms and conditions apply. Approximate Retail Value ("ARV"): \$100.

6 FIRST PRIZES: A \$50 Amazon.com Gift Card, terms and conditions apply. ARV: \$50.

50 SECOND PRIZES: A \$20 Amazon.com Gift Card, terms and conditions apply. ARV: \$20.

150 THIRD PRIZES: A \$10 Amazon.com Gift Card, terms and conditions apply. ARV: \$10.

Restrictions apply, see [amazon.com/gc-legal](https://amazon.com/gc-legal).

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

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: 1 prize per person.

**9. Publicity:** Except where prohibited, participation in the Instant Win Game constitutes entrant's consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence, video, voice, any comments, testimonials or other feedback related to prize or Instant Win Game experience, whether written or oral, 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 is impaired in any way for any reason, including, but, not limited to, fraud, , outbreak of widespread illness, pandemic, 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 and 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, in its discretion, 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 to be acting in violation of these Official Rules or those of any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Instant Win Game 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 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 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 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. 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 Instant Win Game, 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 Instant Win Game, 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, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. 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 Arbitration Rules effective September 1, 2014 (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. The place of arbitration shall be Oakland County, Michigan.

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 Instant Win Game, 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.

This arbitration provision shall survive conclusion, modification or termination of the Instant Win Game and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Instant Win Game.

**13. Winner List:** For a winner list, visit <http://bit.ly/38jUMaI>. The winner list will be posted after winner confirmation is complete.

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