

Coca-Cola's Race Team Sweepstakes Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. **Eligibility:** The Coca-Cola's Race Team Sweepstakes (the "Sweepstakes") is open only to legal residents of Arizona who are eighteen (18) years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Swire Coca-Cola, USA, Circle K Stores Inc., National Association for Stock Car Auto Racing, LLC (NASCAR), Phoenix Speedway, LLC, 12 News KPNX, Valley Toyota Dealers Association, Merkle 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, 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 outside of Arizona and 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 Sweepstakes, 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 Sweepstakes.
4. **Promotion Period:** The Sweepstakes begins at 12:00 a.m. Mountain Standard Time ("MST"), September 2, 2020 and ends at 11:59 p.m. MST, October 23, 2020 (the "Promotion Period"). Administrator's computer and Circle K's computer are the official time-keeping devices for this Sweepstakes, depending on method of entry.
5. **How to Enter:** There are 2 ways to enter:
 - a. **LIFT Method – Circle K Purchase Method of Entry:** During the Promotion Period, visit a participating Circle K location in Arizona and purchase the following products: two (2) 20 fl. oz bottles of Coke, Diet Coke, Coke Zero, Coke Cherry, Coke Cherry Zero, Coke Vanilla, Coke Vanilla Zero, Coke Orange Vanilla Zero, Coke Orange Vanilla, Coke Cherry Vanilla, Coke Cherry Vanilla Zero, Sprite, Sprite Zero and/or Sprite Spicy Winter Berry; **or** two (2) 12-packs of 12 fl. oz cans of Coke, Diet Coke, Coke Zero, Sprite, Sprite Zero and/or Sprite Spicy Winter Berry. Your purchase will prompt the digital screen located at the register with instructions on how to enter. You may enter the Sweepstakes by entering your mobile phone number on the Lift touchscreen. Once you have successfully done so, you will automatically receive one (1) entry into the Sweepstakes, up to the limit stated below.
 - b. **Free Online Method of Entry:** During the Promotion Period, to enter without making a purchase or visiting a Circle K location, visit www.cokeplaytowin.com/circlekracingsweeps and follow the links and instructions to complete and submit the registration form, including providing a valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes, up to the limit stated below.

Limit: one (1) Sweepstakes entry per person per day during the Promotion Period, regardless of method or combination of methods 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 entries by using multiple/different 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 "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. **Drawings:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about October 26, 2020, Administrator will select the names of the potential winners OF THE FIRST AND SECOND PRIZES ONLY in a random drawing of all eligible entries received during the Promotion Period. The potential winners will be notified by email, mail or phone. The odds of winning a First or Second prize depend on the number of eligible entries received during the Promotion Period. See details below regarding Grand Prize winner selection.
7. **Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each potential First Prize winner will be required to sign and return to Administrator, within twenty-four (24) hours of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release in order to claim the applicable First Prize and to fulfill any such other requirements as determined by Administrator. Each potential Second Prize winner will be required to provide the Administrator a mailing address (no P.O. Boxes) for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent, in order to claim the prize and to fulfill any such other requirements as determined by Administrator. If a potential prize winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information (as applicable), potential winner may be disqualified and forfeit the applicable prize. In the event that a potential winner cannot be contacted, forfeits the prize or is disqualified for any reason, if time permits, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to three (3) alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Potential Grand Prize winner will have to complete a separate Declaration within five (5) days of notification in order to claim the Grand Prize. Potential Grand Prize winner must also provide proof of valid driver's license. First Prizes will be fulfilled at Will Call on the date of the Race (November 8, 2020, unless rescheduled). Second Prizes will be fulfilled approximately eight (8) to ten (10) weeks after the conclusion of the Sweepstakes. The potential Grand Prize winner will be contacted regarding prize claim documents and fulfillment/pick up details after the date of the Grand Prize opportunity.

Sponsor will administer the in-person event to award the Grand Prizes to one (1) of the First Prize winners. All details determined by Sponsor, in its sole discretion. Must be present to win. Sponsor, in its sole discretion and due to extraordinary circumstances, may, upon request, allow a surrogate to be present for a confirmed First Prize winner. The confirmed First Prize winner, not the surrogate, is eligible to win the Grand Prize. In the event that the Race is postponed or canceled for any reason or fans are not allowed to attend or participate in events at the Race, Sponsor will determine an alternate event or method of randomly selecting one (1) of the confirmed First Prize winners as the potential Grand Prize winner, subject to completion of documentation described above.

8. **Prizes:**

ONE (1) GRAND PRIZE (awarded to one (1) of the First Prize winners at an in-person event scheduled for November 8, 2020, if not rescheduled): A low-mileage, 2020 Toyota Camry SE #2546, including aftermarket wheels. Grand Prize also includes up to \$3,000 in related Arizona sales tax based on dealership location and license and registration fees and a check for \$5,000 payable to winner intended to assist with taxes and fees related to prize. **Winner's actual taxes and fees related to this prize could exceed the check amount in which case winner will be responsible for the difference.** All Camry details are determined by Sponsor in its sole discretion including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Approximate Retail Value ("ARV"): up to \$35,000.

Winner will not receive difference between actual and approximate retail value. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, dealer preparation costs, auto insurance, excess license and registration fees and other taxes and fees associated with prize. Winner must take delivery of prize from the Arizona automobile dealership designated by Sponsor. Valley Toyota Dealers Association is simply the provider of the Grand Prize only. Neither Valley Toyota Dealers Association or its member dealerships are responsible for the conduct or administration of the Sweepstakes.

TEN (10) FIRST PRIZES: Access for two (2) to attend the NASCAR Cup Series™ Championship Race expected to be held on Sunday, November 8, 2020 at Phoenix Raceway in Avondale, Arizona (the "Race"), reserved seating, infield passes, and the opportunity to participate in the in-person event for a chance to win the Grand Prize. All details determined by Sponsor in its sole discretion. ARV: \$1,200. By accepting this prize and attending the Race and in-person event, each winner agrees to fully comply with all federal, state, local and NASCAR coronavirus-related guidelines, regulations and mandates. Failure to do so will result in forfeiture of this Prize and the Grand Prize. In the event that the Race is postponed or canceled for any reason or fans are not allowed to attend or participate in events at the Race, Sponsor will substitute any prize component for one of equal or greater value.

TWENTY-FIVE (25) SECOND PRIZES: Fan Gear package consisting of one (1) NASCAR Cup Series™ Championship t-shirt; one (1) Coca-Cola NASCAR® officially licensed t-shirt; one (1) NASCAR® officially licensed logoed hat; and a Race Day Program. All details including sizes, styles, colors or components are determined by Sponsor, in its sole discretion. ARV: \$68.

For All Prizes: Winner shall not substitute, exchange or transfer any prize. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) First or Second Prize per person.

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, 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, outbreak of widespread illness, pandemic, or other similar occurrence, civil unrest, 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 agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Swire Coca-Cola, USA, Circle K Stores Inc., Phoenix Speedway, LLC, NASCAR, 12 News KPNX, Valley Toyota Dealers Association, Merkle Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and each of their respective officers, shareholders, directors, employees, members, successors, agents and assigns (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes or the processing of entries; (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 Sweepstakes 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 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.
- 12. 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 <https://bit.ly/3e4Q0j7>. The winner list will be posted after winner confirmation is complete.
- 14. Participant's Personal Information:** Information collected from participants is subject to the Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/>.

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