

Speedway and Coke “Energy For What Matters to You” Sweepstakes

Official Rules

NO PURCHASE OR APP REQUIRED TO ENTER OR WIN.

- 1. Eligibility:** The Speedway and Coke “Energy For What Matters to You” Sweepstakes (the “Sweepstakes”) is open only to legal residents of the 50 United States (or 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, Speedway LLC, 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 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. Eastern Time (“ET”), June 1, 2020, ends at 11:59 p.m. ET, December 15, 2020 (the “Promotion Period”), and consists of 3 entry periods as set forth in the table below (each an “Entry Period”).

Entry Period	Begins at 12:00 a.m. ET on:	Ends at 11:59 p.m. ET on:	Mailed-In Entries Must Be Postmarked By:	Mailed-In Entries Must Be Received By:	Approximate Drawing Date:
1	6/1/20	7/15/20	7/16/20	7/23/20	7/28/20
2	7/16/20	9/15/20	9/16/20	9/23/20	9/28/20
3	9/16/20	12/15/20	12/16/20	12/23/20	12/30/20

The computer of Speedway LLC is the official time-keeping device for this Sweepstakes.

- 5. How to Enter:** There are 2 ways to enter:
 - a) Speedway App Method:** First, you must have or download the Speedway app (the “App”) using your mobile phone. Then, during the Promotion Period, visit a participating Speedway location and make a purchase of one or more bottles of Coke Energy using the App and your Speedy Rewards account number and you will automatically receive 1 entry into the applicable Sweepstakes drawing for each Coke Energy purchased, up to the limit listed below.
 - b) Mail-In Alternate Method of Entry:** During the Promotion Period, to enter without making a purchase or using the App, hand print your name, address, phone number,

email address, age, and the Entry Period for which you are entering and "Speedway and Coke Energy Sweepstakes – Free Entry" on a 3" x 5" piece of paper and mail it in an envelope with proper postage **and the Entry Period for which you are entering on the outside of the envelope (e.g. EP#1, EP#2, or EP#3)** to "Speedway and Coke Energy Sweepstakes - Free Entry," c/o Merkle Inc., P.O. Box 5046, Department 844712, Kalamazoo, MI 49003-5046. For each mailed-in entry, you will receive 5 entries into the applicable Sweepstakes drawing, up to the limit stated below. Limit: 1 request per envelope. All mailed-in entries must be handwritten, become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. All mailed-in entries must be postmarked by and received by the dates specified in the table above or they will not be eligible. If you fail to include the Entry Period on the outside of your envelope, Sponsor will not include your entry in the applicable drawing.

Opting Out: If you would like to make a purchase using the Speedway App but would not like to be included in the Sweepstakes drawings, please send a note to that effect to the following address and ensure that it is postmarked by and received by the dates specified in the table above to ensure that your name will not be included in the applicable Sweepstakes drawing: "**OPT OUT** Speedway and Coke Energy Sweepstakes - Opt Out," P.O. Box 5046, Department 844712, Kalamazoo, MI 49003-5046. Be sure to hand print your full name, street address, (no P.O. Boxes), day/evening/cellular phone number (if any), email address, the words "OPT OUT" and your date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage. If you do not follow these instructions or your opt out request is lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due, Sponsor and Administrator do not guarantee that you will be removed from the applicable drawing.

Limit: Up to 10 Sweepstakes entries 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 App. Any attempt by any participant 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 participant's entries and that participant 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 entry, the authorized account holder of 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 the dates listed in the table above, Administrator will select the names of the potential winners (one per Entry Period) in a random drawing of all eligible entries received for the applicable Entry Period. Non-winning entries will not carry over into subsequent Entry Periods. The odds of winning a prize depend on the number of eligible entries received for the applicable Entry Period.
7. **Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. If a potential winner entered via the App method of entry, he/she will be notified by email using the email address associated with the App profile. If a potential winner entered by mail, he/she will be contacted by email, mail, or phone. Each potential winner (or parent or legal guardian if

winner is a minor in his/her state of residence) will be required to sign and return to Administrator (except where prohibited), within 5 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If any potential winner cannot be contacted or fails to take all of the required steps, to claim the prize, including completing the Declaration, he/she may be disqualified and forfeit the applicable prize. In the event that any potential winner cannot be contacted, fails to provide any additional information or take the necessary steps 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 for the applicable prize, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be fulfilled approximately 6 to 8 weeks after winners are confirmed.

8. Prizes:

3 GRAND PRIZES (1 per Entry Period): A check for \$5,000 made out to the winner. Approximate Retail Value ("ARV"): \$5,000.

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. 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 Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, prize information, city and state of residence video, voice, any comments, testimonials or other feedback related to prize or Sweepstakes 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 Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, outbreak of widespread illness, pandemic, or other similar occurrence, 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, in its discretion, 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, Speedway, LLC, 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 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, cellular networks, 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, use, or misuse of any prize, including related travel. 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/2WqplY4>. The winner list will be posted after winner confirmation is complete.
14. **Entrant's Personal Information:** Information collected from entrants is subject to the Speedway, LLC Privacy Policy which can be found at <https://www.speedway.com/About/PrivacyPolicy>, and Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/>.