

## Dear Future [Community] Challenge Official Rules

**1. Eligibility:** The Dear Future [Community] Challenge (the "Contest") is open only to legal residents of the 50 United States and the District of Columbia who are or will be at least 18 years old and will be no more than 24 years old by the end of the Submission Phase of the Contest. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Partners and Spade, LLC., CMGRP, Inc. d/b/a Weber Shandwick, HelloWorld, Inc., and their respective parent companies, subsidiaries, affiliates, and agents and those grant providers and agencies that are involved in the development or execution of this Promotion 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 Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. The Contest is open for written submissions with the option of adding up to two videos and/or photos to supplement the written submissions. The grants are intended to be awarded as donations to relevant local community organizations, at the discretion of The Coca-Cola Company and its bottling partners, and for the entrant to work with the local community organization – and local Coca-Cola bottlers and Coca-Cola Scholars – to execute the idea. Individual entrants will not receive a cash prize. Sponsor reserves the right to allocate the grants differently if participation or quality of Submissions is not sufficient to allocate as planned.

**2. Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.

**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Having your Submission selected to receive a grant is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on June 11, 2018 at 12:00 a.m. Eastern Time ("ET"), ends on October 15, 2018 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

**5. How to Enter:** During the Contest Period, visit [coke.com/dearfuturecommunity](http://coke.com/dearfuturecommunity) and follow the links and instructions to complete and submit the registration form, including a valid home address (no PO. Boxes) and selecting either your local community or the national challenge, which will determine the grant for which your Submission will be considered. Then, follow the links and instructions to answer the specific question for the community you selected, as the topic will vary based on the community. Complete an answer in the form of a written submission no longer than 300 words that specifically answers the question and expresses your idea for a local project relevant to the question for your community. Optionally, you may also upload up to two supplemental videos and/or photos to add to your idea. Your written submission with any optional videos or photos is your "Submission." If you do so during the Contest Period and if your Submission is approved, it will be considered for a grant to a local community organization in the Contest.

By uploading your Submission, you agree that it conforms to the Content Restrictions as defined below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Content Restrictions.

### Content Restrictions:

- The Submission must be the entrant's original work;
- The Submission must not feature material that violates or infringes another's rights, including but not limited to privacy, publicity, trademark, copyright, or other intellectual property rights;
- The Submission must not disparage Sponsor, Administrator or any party or competitor of Sponsor;
- The Submission **must not feature brand names or trademarks other than those owned by Sponsor and/or the name of an environmental agency or entity that may be needed to answer the question fully**, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;

- **The Submission must not exceed 300 words for the written submission and two minutes for a video component of a Submission (if any);**
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

By uploading a written submission and optional video(s) or photo(s) to the website during the Contest Period, you agree that you are providing to Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, whether in connection with the Contest or otherwise. Each entrant must have permission from all individuals who appear or who are mentioned in the Submission (if any) or participated in the creation of the Submission to use their name, voice, and/or likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

NOTE: Sponsor reserves the right to edit, crop, blur, or otherwise revise any Submission to remove or obscure any logos or other content that may be of concern to Sponsor, in its sole discretion.

**Sponsor's/Company's Ownership of Idea:** You are disclosing an inventive part of an idea or suggestion without an obligation of confidentiality. If you choose to submit an idea, you understand and agree that, consideration by Company of your idea or suggestion shall in no way be deemed an admission on the part of Company that the idea or suggestion is novel, useful or original. **No Confidentiality or Secrecy:** Company does not agree to hold a Submission in confidence or as a trade secret. You also understand and agree that no confidential relationship exists or is established, expressed or implied, between you and Company, and Company is free to disclose or use the Submission as it deems fit. **Compensation:** You understand and agree that this contemplates no promise to pay you any money and that no agreement to compensate you is to be implied from Company's consideration of the Submission as part of the Contest or from failure of Company to respond after such Submission is made. Any personal data (for example, your name, address, telephone number or email address) you provide in connection with making a Submission will be used, stored, shared and/or transmitted by the Company in accordance with the Company's Privacy Policy.

**Limit:** Each participant may enter the Contest only one time during the Contest Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Submissions by using multiple/different accounts, identities, registrations and logins, or any other methods will void that entrant's Submissions and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of email address used to participate will be deemed to be the entrant. The "authorized account holder" is the natural person associated with the email address used to enter. Each potential entrant whose Submission is selected may be required to show proof of being an authorized account holder.

**6. Determination of Winning Submissions:** After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will judge all eligible Contest Submissions based on the following criteria ("Judging Criteria"):

- Fit with the Community Question and Goals and Authenticity of Submission (25%);
- Relevance to the Local Priorities (25%);
- Specificity of Submission (10%);

- Measurability of Submission (20%);
- Achievability of Submission (15%);
- Time-Bound Nature of Submission (can be accomplished within six months of starting project) (5%).

Ideas should follow the S.M.A.R.T. format and illustrate how they are:

- **S—Specific.** Idea is clear and well-defined.
- **M—Measurable.** Idea will have measurable outcomes and/or impact (qualitative or quantitative) on the local community. Share your recommended approach to measure it.
- **A—Achievable.** Idea is realistic and attainable within the \$30,000 grant budget.
- **R—Relevant.** Idea is on topic to the question asked and relevant to the community (or the country, if selecting to answer the national challenge).
- **T—Time-bound.** Idea can be implemented within six months of starting project.

An example of a strong submission that successfully addresses the S.M.A.R.T. model can be found in the Frequently Asked Questions section.

On or before November 15, 2018, Sponsor will select the strongest Submission for each community (and the two strongest Submissions for the national challenge) as the potential winners of the applicable grants. In the event of a tie between any Submissions for a particular community's grant, the Coca-Cola local bottling partner for the applicable community will select the idea they would most like to see implemented locally, in their sole discretion, for that community's grant. Sponsor reserves the right to select fewer than the stated number of Contest winners in total, or allocate them differently, if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Submissions for the specified communities or overall.

**7. Winner Requirements:** The entrants whose Submissions are the potential winners will be notified by the Sponsor via email, mail, or phone. Each potential winner must follow all grant claim instructions, or the applicable Submission will not be awarded the applicable grant. Each entrant whose Submission is a potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release form ("Declaration"), **including agreeing to a background check to Sponsor's satisfaction, in its sole discretion**, which must be received by Administrator, within 5 days of the date notice or attempted notice is sent, in order for the applicable Submission to receive the grant. **These entrants must also agree to be available for media interviews and to be filmed or photographed in relation to the grant and the project, as determined by Sponsor in its sole discretion.**

The organization selected by Sponsor to receive the applicable grant will be required to sign and return a Declaration of Compliance, Liability and Publicity Release form ("Declaration") which must be received by Administrator, within 10 days of the date notice or attempted notice is sent, in order to agree to accept the applicable grant. If a potential organization for any grant cannot be contacted, fails to respond or to sign and return the Declaration (if applicable), or provide any other requested information within the required time period, is disqualified for any reason, or if the grant is returned as undeliverable, the potential selected Submission will not be funded. Receiving a grant is contingent upon compliance with these Official Rules. If a potential winning organization or entrant is disqualified for any reason, Sponsor may award the applicable grant to a runner-up organization, in its sole discretion, based on the judging process above.

Entry into the Contest and/or Acceptance of any grant shall constitute and signify the applicable organization's representative's agreement and consent that Sponsor and its designees may use the organization's name, city, state, likeness, photo, entrant's Submission and/or grant information, whether in connection with the Contest or otherwise, for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission (including permission from any persons who participated in the creation of the Submission) or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner and each winning organization shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or

hereafter developed, on a worldwide basis, in perpetuity. Each winner and each organization accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner and each winning organization will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Grants will be fulfilled before the end of 2018, though the projects may not yet be started.

## **8. Grants:**

17 Grants (one per local community and two for the national challenge): A check for \$30,000 made out to a local organization of Sponsor's choice to help implement the winning entrant's idea. Approximate Retail Value ("ARV"): \$30,000 per check. There is no grant for the person who created the Submission.

For All Grants: Grants are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winning organizations are responsible for all taxes and fees, if any, associated with grant receipt and/or use. Limit: 1 grant per organization per community.

**9. Release:** By participating and/or by receipt of any grant, each participant, winner, and winning organization agrees to release and hold harmless the Sponsor, Coca-Cola bottlers, Partners and Spade, LLC., CMGRP, Inc. d/b/a Weber Shandwick, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and grant suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of attempt to enter or participation in the Contest or receipt or use or misuse of any grant.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the grants or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any 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 Contest or receipt or use or misuse of any grant. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission. No more than the stated number of grants will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of grants as set forth in these Official Rules to be available and/or

claimed, Sponsor reserves the right to award only the stated number of grants by a random drawing among all legitimate, un-awarded, eligible grant claims received during the Contest Period.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any grant 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Contest, 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 list of grant winners, visit <http://bit.ly/2I7hUf5>. The list will be posted after winner confirmation is complete.