

Cinemark and Coca-Cola Refreshing Films Presents: Fav Favorites! Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. Eligibility: The Cinemark and Coca-Cola Refreshing Films Presents: Fav Favorites! Instant Win (the "Instant Win Game") is open only to legal residents of the 50 U.S. (or D.C.) and Canada (excluding the Province of Quebec) who are 18 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company ("Sponsor"), Coca-Cola bottlers, Cinemark USA, Inc., Merkle Inc. ("Administrator") 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 to enter or to win any prize in this Instant Win Game. The Instant Win Game is subject to all applicable federal, state, provincial, territorial, municipal, and local laws and regulations and is void in Quebec and where prohibited by law.

2. Sponsor: The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313, U.S.A.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

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"), April 1, 2023 and ends at 11:59 p.m. ET, April 30, 2023 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Instant Win Game.

5. How to Enter: There are 2 ways to enter the Instant Win Game:

a) **Make a Qualifying Purchase at a Participating Cinemark:**

During the Promotion Period, visit a participating Cinemark location and purchase a 44 oz Coca-Cola product ("Qualifying Purchase"). During the Promotion Period, use your smart phone or other web-enabled device with data plan to scan the Instant Win Game quick response ("QR") code featured on the Qualifying Purchase cup with the QR reader application already installed on your phone. You will be directed to a mobile Web page for the Instant Win Game. Or you may visit www.coke.com/cinemark ("Website") directly. Regardless of the method of reaching the Website, follow the instructions to view each video and select your favorite video by clicking on the "Cast Your Vote" button. Then, follow the links and instructions to complete and submit the registration form including a valid email address and confirm if you are a current Movie Club Member.

*Residents of the 50 U.S. (or D.C.): Upon registering, you will receive 1 of 2 offers, as outlined below only.**

If a resident of Canada or for subsequent visits to the Website and for residents of the 50 U.S. (or D.C.), you will receive 1 Instant Win Game play and be 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 Method of Play:** During the Promotion Period, to play without making a purchase, using a device, or scanning a QR Code, visit www.coke.com/cinemark. Then, follow the instructions to view each video and select your favorite video by clicking on the "Cast Your Vote" button. Then, follow the links and instructions to complete and submit the registration form, including a valid email address. You will receive 1 Instant Win Game play and be notified if you are a potential winner of 1 of the Instant Win Game prizes.

*Legal residents of the 50 U.S. (or D.C.) – For Registering for the Instant Win Game:

If you have indicated upon filling out the registration form that you are a Cinemark Movie Club member, and you are 1 of the first 100,000 entrants to indicate as such, you will receive a free coupon offer for a Large (44oz) Coca-Cola Product (valued at \$4.85), terms and conditions apply ("Offer").

If you have indicated upon filling out the registration form that you are not a Cinemark Movie Club member, and you are 1 of the first 100,000 entrants to indicate as such, you will receive 50% off 2 Month Movie Club Trial (valued at \$10.00) (also an "Offer").

Limit: 1 Instant Win Game play per person per day during the Promotion Period; 1 Offer per person during the Promotion 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 plays/Offer by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's plays/Offer 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.

Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes as determined by Sponsor in its sole discretion.

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 20 random, computer-generated winning times during the Promotion Period. 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 prize winner fails to provide any requested information (as applicable), they may be disqualified and forfeit the prize. If a potential winner is a Canadian resident, he/she/they will be required to complete IRS Form W-8BEN. If winner is a Canadian resident, he/she will also be required to correctly answer a time-limited skill-testing question without any assistance in order to be eligible to receive a prize. If any potential winner cannot be contacted or provide any other requested information within the required time period (if applicable), fails to correctly answer the time-limited skill testing question (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner cannot be contacted, 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 fulfilled approximately 8 to 10 weeks after the conclusion of the Instant Win Game.

8. Prizes:

Quantity	Prize Name	ARV
6	\$500 Prepaid Card	\$500
4	\$250 Prepaid Card	\$250
5	\$100 Prepaid Card	\$100
5	\$50 Prepaid Card	\$50

The 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.

U. S. Tax Liabilities: For all non-U.S. winners, 30% of the prize value accepted will be withheld and remitted to the U.S. Internal Revenue Service to comply with U.S. tax laws.

For All Prizes: No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 Instant Win Game 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 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 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 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 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, Cinemark USA, Inc., 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. Disputes: Entrant 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 list of winners, click [here](#). 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/>.

15. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

16. Unsubscribe: To opt out of future marketing messages from Sponsor, click [here](#).