

Cinemark and Coca-Cola Refreshing Films Presents: Fan Favorite! Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. Eligibility: The Cinemark and Coca-Cola Refreshing Films Presents: Fan Favorite! (the "Promotion") 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 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 Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Promotion consists of an Instant Win game (the "Instant Win Game") and a Sweepstakes (the "Sweepstakes").

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 Promotion, 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 Promotion.

4. Promotion Period: The Promotion begins at 12:00 a.m. Eastern Time ("ET"), April 1, 2024 and ends at 11:59 p.m. ET, April 30, 2024 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

5. How to Enter: During the Promotion Period, visit coke.com/cinemark ("Website"), follow the instructions to view each video and select your favorite video by clicking on the "Cast Your Vote" button to allocate one (1) vote to your selected video. Limit: 1 Vote per person each day, except for one-time bonus voting described below.

Then, follow the links and instructions to complete and submit the registration form including a valid email address. You will receive 1 Sweepstakes entry and will 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 1 of the Instant Win Game prizes. Please note, you may receive an on-screen notification that you are a potential Instant Win Game winner; this is subject to your eligibility verification and overall prize limitations set forth in these Official Rules. Limit: 1 Sweepstakes entry and 1 Instant Win Game play per person per day during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries/plays by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry/play methods or agents (including, but not limited to, sweepstakes entry services) will void all entries/plays by that entrant. In the event of a dispute as to any online entry/play, the authorized account holder of the email address used to enter/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 authorized account holders.

Each participant can allocate 5 bonus votes and receive 5 bonus Sweepstakes entries, one time during the Promotion Period:

For Residents of the 50 U.S. (or D.C.), there are 2 ways to allocate your 5 bonus votes and receive 5 bonus Sweepstakes entries:

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 or large popcorn tub (“Qualifying Purchase”) and use your smart phone or other web-enabled device with data plan to scan the Promotion 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 where you may select your favorite video by clicking on the “Cast Your Vote” button to allocate your one-time 5 bonus votes to the selected video. Then, follow the links and instructions to complete and submit the registration form including a valid email address. By doing so, you will allocate 5 votes to your favorite video and receive 5 bonus Sweepstakes entries. You must allocate all 5 votes to the same video.

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) Alternate Method: Without making a Qualifying Purchase, you can allocate your one-time 5 bonus votes and receiving your 5 bonus Sweepstakes entries by mailing in your vote. To do so, hand print, on a 3" x 5" piece of paper, your name, email address, and date-of-birth and mail it in an envelope with proper postage **and the video name written on the outside of the envelope you wish to vote for Auditorium 4; Super Connections; Signs of Friendship; or How's the View,** to: “Cinemark and Coca-Cola Refreshing Films Presents: Fan Favorite!,” c/o Merkle Inc., P.O. Box 5022, Department 861534, Kalamazoo, MI 49003-5022, U.S.A. By doing so, you will allocate 5 votes to your favorite video and receive 5 bonus Sweepstakes entries. Limit: one mail in request for 5 bonus votes and 5 Sweepstakes entries per person. **NOTE: If you do not include the video name you wish to vote for written on the outside of the envelope, your envelope will be disregarded. Also, if you include more than (1) video written on the outside of the envelope, your envelope will be disregarded.** All mail-in requests for bonus votes/entries must be handwritten and must be postmarked by April 30, 2024 and received by May 7, 2024. All votes/entries 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 votes, which will be disqualified.

For Residents of Canada, there is 1 way to allocate your 5 bonus votes and receive 5 bonus Sweepstakes entries:

- a) Mail-In Method: Without making a Qualifying Purchase, you can allocate your one-time 5 bonus votes and receiving your 5 bonus Sweepstakes entries by mailing in your vote. To do so, hand print, on a 3" x 5" piece of paper, your name, email address, and date-of-birth and mail it in an envelope with proper postage **and the video name written on the outside of the envelope you wish to vote for Auditorium 4; Super Connections; Signs of Friendship; or How's the View,** to: “Cinemark and Coca-Cola Refreshing Films Presents: Fav Favorite,” c/o Merkle Inc., P.O. Box 246, Dept. Fan Favourites (258378), Pickering, ON CA L1V 2R4, Canada. By doing so, you will allocate 5 votes to your favorite video and receive 5 bonus Sweepstakes entries. Limit: one mail in request for 5 bonus votes and 5 Sweepstakes entries per person. **NOTE: If you do not include the video name you wish to vote for written on the outside**

of the envelope, your envelope will be disregarded. Also, if you include more than (1) video written on the outside of the envelope, your envelope will be disregarded. All mail-in requests for bonus votes/entries must be handwritten and must be postmarked by April 30, 2024 and received by May 7, 2024. All votes/entries 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 votes, which will be disqualified.

Limit: Each person may allocate 5 bonus votes one-time during the Promotion Period as well as receive 5 bonus Sweepstakes entries one-time during the Promotion Period.

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 INSTANT WIN GAME WINNERS AND SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES 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 AND/OR POTENTIAL SWEEPSTAKES 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. Promotion 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 Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. For 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 Promotion at or after one of the randomly-generated times, you may be a potential instant winner of the prize indicated (subject to verification and overall prize limitations set forth in these Official Rules). For the Sweepstakes: Administrator will randomly select the potential Sweepstakes winner on or around May 10, 2024 from all eligible entries received. The potential winner will be notified by email, mail or phone. For All Potential Winners: Each potential Instant Win Game prize winner may be required to provide the Administrator a mailing address (no P.O. Boxes) for prize fulfillment purposes within 5 days of the date notice or attempted notice is sent, in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If a potential winner of any prize is a Canadian resident, he/she/they will be required to complete IRS Form W-8BEN. If winner of any prize is a Canadian resident, he/she/they 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, fails to correctly answer the time-limited skill testing question (if applicable), or fails to provide any other requested information (when applicable) within the required time period, or if prize is returned as undeliverable, he/she forfeits prize. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate 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

8. Prizes:

- a. **Sweepstakes Prize: 1 GRAND PRIZE:** Free Movies for a Year, including “concessions.” (defined as two (2) movie tickets and \$20 USD for concessions per calendar week), awarded as a \$2,132 USD check. If winner is a resident of Canada, US taxes will be deducted prior to awarding the prize as required by law; winner will receive a wire transfer of \$1,492 USD.

The odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

b. Instant Win Game Prizes:

Quantity	Prize Name	ARV for US winner	ARV for Canadian Winner (after US Tax deducted as described below)
6	\$500 USD Prepaid Card	\$500 USD	\$350 USD
4	\$250 USD Prepaid Card	\$250 USD	\$175 USD
5	\$100 USD Prepaid Card	\$100 USD	\$70 USD
5	\$50 USD Prepaid Card	\$50 USD	\$35 USD

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: Total ARV of All Prizes: \$6,882 USD. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. 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. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 Sweepstakes Prize and 1 Instant Win Game Prize per household.

9. Publicity: Except where prohibited, participation in the Promotion constitutes entrant’s consent for Sponsor and its designees to use entrant’s name, prize information, likeness, 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 Promotion is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion 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 Promotion 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 Promotion 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 Promotion, 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 each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion 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 Promotion or receipt, use or misuse 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 Promotion 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 or Instant Win Game play, if it is possible. If the Promotion has been 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 Promotion 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 Promotion, 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 Promotion, 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. Promotion Results: For a winner list, [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](#).