

2021 Coca-Cola & Baseball Sweepstakes

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN. TEXT MESSAGING/MULTIMEDIA MESSAGING SERVICE (“MMS”) IS NOT REQUIRED FOR ENTRY. EACH TEXT MESSAGE/MMS SENT OR RECEIVED MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. IF YOU ENTER VIA TEXT MESSAGING, YOU AGREE THAT YOU ARE PROVIDING SPONSOR AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 8 TEXT MESSAGES/MMS USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR ENTRY. TEXT MESSAGING/MMS MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.

- 1. Eligibility:** The 2021 Coca-Cola & Baseball 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. Further, eligibility for prizes will be based on an entrant’s zip code. Eligible zip codes for each team and its prize pool are located here: <https://bit.ly/2OpBcof>. Employees and non-employee workers of The Coca Cola Company, Coca-Cola bottlers, the MLB Entities (as defined below and including, but not limited to, Pittsburgh Associates, LP d/b/a the Pittsburgh Pirates), Merkle Inc., and each of 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. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees, and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC (“MLBN”), the Major League Baseball Clubs (“Clubs”), including but not limited to Pittsburgh Associates LP d/b/a the Pittsburgh Pirates, each of their parent, subsidiary, affiliated, and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees, and agents of the foregoing entities.
- 2. Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
The Sweepstakes is in no way sponsored, administered, executed or produced by any of the MLB Entities.
- 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”), March 15, 2021 and ends at 11:59 p.m. ET, May 15, 2021 (the “Promotion Period”). Administrator’s computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter:** There are 2 ways to enter. **Your participation in the Sweepstakes and information you submit in connection with the Sweepstakes is subject to the Sponsor’s Privacy Policy, which can be viewed by visiting**

cola.com/privacy-policy/, as well as Mobile Terms and Conditions of the Administrator, which can be viewed by visiting <http://www.helloworld.com/terms>.

There are 7 keywords and 4 team prize pools (each a “Prize Pool”) for this Sweepstakes, and your eligibility depends on your zip code. See zip code information here <https://bit.ly/2OpBcof> and prize details in table below:

PRIZE POOL	KEYWORD	APPLICABLE PRIZE(S) AND APPROXIMATE RETAIL VALUE (“ARV”)
Atlanta Braves	BRAVES	<p><u>Five (5) Autographed Baseball Prizes:</u> An autographed baseball. All prize details, including autographer, will be determined by Sponsor in its sole discretion. ARV: \$100.</p> <p><u>Twenty (20) Hat Prizes:</u> A Braves hat. All prize details including size and color, will be determined by Sponsor in its sole discretion. ARV: \$30.</p> <p>Prizes will be fulfilled by mail approximately 6 to 8 weeks after the conclusion of winner confirmation.</p>
Chicago White Sox	CHISOX	<p><u>One (1) Chicago White Sox Prize:</u> One (1) virtual meet and greet with a former or current Chicago White Sox player; one (1) autographed item; one (1) Chicago White Sox jersey; and one (1) state of the art cooler. All prize details will be determined by Sponsor and the Chicago White Sox at their sole discretion and subject to availability. The meet and greet will be up to thirty (30) minutes in length and will occur during the 2021 White Sox regular season. The meet and greet requires Internet access and appropriate software to connect and are the sole responsibility of winner. Winner and up to five (5) guests can attend the meet and greet together from one (1) location. ARV: \$3,500.</p> <p>Sponsor will reach out to winner within approximately 4 to 6 weeks after the conclusion of winner confirmation regarding meet and greet scheduling. The remaining prizes will be fulfilled by mail approximately 6 to 8 weeks after the conclusion of winner confirmation.</p>
Pittsburgh Pirates	LETSGOBUCS	<p><u>Ten (10) Pirates Fan Prize Packs:</u> One (1) Pittsburgh Pirates jersey; one (1) t-shirt; and one (1) hat. All prize details, including size and color, will be determined by Sponsor in its sole discretion. ARV: \$150.</p> <p>Prize packs will be fulfilled by mail approximately 6 to 8 weeks after the conclusion of winner confirmation.</p>

<p>Nationwide - Any zip code not listed for a prize pool above.</p>	<p>REFRESH, REDLEGS, CARDS OR NATITUDE</p>	<p><u>One (1) prize pack:</u> A television, matching sound bar and two (2) recliners awarded as \$2,500 in electronics retailer gift cards, terms and conditions apply; and a Coke-branded neon sign. ARV: \$2,725.</p> <p>If the winner is from one of the zip codes for the St. Louis Cardinals, winner will also receive a prize pack consisting of one (1) jersey; one (1) t-shirt; and one (1) hat. ARV: \$200. Prize pack will be fulfilled by mail approximately 10 to 12 weeks after the conclusion of winner confirmation.</p>
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a) **Text Message Method of Entry:** During the Promotion Period, using your 2-way text-messaging-capable device (each a "Device"), text one of the keywords listed above that you saw on advertising materials to the short code 26739. Then, input the requested information to confirm your date of birth. If you are eligible, you will receive 1 entry into the Sweepstakes for the applicable Prize Pool per text entry per day, subject to the limit below. **If you wish to opt out, text STOP to 26739. Text HELP to 26739 if you would like more information.** Send questions to questions@helloworldfulfillment.com. By texting one of the listed keywords to 26739, you agree that you are providing Sponsor and Administrator express, written consent for you to receive up to **8 text/MMS messages using automated technology in response to your entry** related to the 2021 Coca-Cola & Baseball Sweepstakes. You also agree and understand that 1 response message will be a Coca-Cola® recipe image sent via MMS.

If you wish to opt out of receiving such text/MMS messages, text STOP to 26739. Text HELP to 26739 if you would like more information. Send questions to questions@helloworldfulfillment.com.

If you enter the Sweepstakes by text message, your wireless service provider's text **message/MMS and data rates apply.** Entrants should consult their wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. The Device that is used must be capable of sending and receiving text messages. Entrants should check their Device's features to see if they have that capability and check the Device manual for specific use instructions. Entry via text messaging may be limited and may not be available through all wireless carriers or on all handsets. Supported carriers include AT&T™, T-Mobile, Verizon Wireless, UScellular, Sprint, Boost Mobile, Alltel, Cincinnati Bell, Cricket, and Metro PCS. **Consent is not required to buy goods and services.** See disclosures above regarding Privacy Policy and Mobile T & Cs.

b) **Mail-In Alternate Method of Entry:** During the Promotion Period, print your full name, street address (no P.O. Boxes), phone number, email address, date of birth, and the team Prize Pool keyword on a piece of paper and mail it in an envelope with proper postage **and the name of the team Prize Pool (or Nationwide for the "Nationwide" Prize Pool) for which you wish to enter** written on the outside of the envelope to "2021 Coca-Cola & Baseball Sweepstakes" – Sweeps Entry," PO Box 5021, Dept 847509, Kalamazoo, MI 49003-5021. You will receive 1 entry into the Sweepstakes for the applicable Prize Pool, subject to your eligibility and the entry limit stated below. Limit: 1 entry per stamped envelope. All mail-in entries must be handwritten, postmarked by May 17, 2021 and received by May 24, 2021. **NOTE: If you do not include a name of a team Prize Pool on the outside of the envelope, by default**

your entry will be void. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: 1 Sweepstakes entry per person/email address/Device per day during the Promotion Period, regardless of method of entry and across all Prize Pools. Multiple participants are not permitted to share the same email address or Device. Any attempt by any participant to obtain more than 1 entry per day by using multiple/different email addresses, Devices, 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 the Device or 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. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Each potential winner may be required to show proof of being the authorized account holder.

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 May 28, 2021, Administrator will select the names of the potential winners in a random drawing of all eligible entries received for the applicable Prize Pools during the Promotion Period. The odds of winning a prize depend on the number of eligible entries received for the applicable Prize Pool during the Promotion Period.
7. **Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements set forth by Sponsor and Administrator. If a potential winner entered via text messaging, he/she will be notified by phone and/or text message at the phone number of the Device used to enter the Sweepstakes and he/she must respond within 5 days with the requested contact and mailing information or forfeit the applicable prize. If a potential winner entered by mail, he/she will be contacted by email, mail, or phone. Each potential winner of a prize valued at \$600 or more (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Administrator, within 5 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability &, except where prohibited, Publicity Release ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If a potential winner fails to do so, he/she may be disqualified and may forfeit the applicable prize. Each potential winner of any prize valued at less than \$600 (or parent/legal guardian if winner is a minor in his/her state of residence) will 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. In the event that any potential winner cannot be contacted, fails to provide any required information or Declaration 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 Pool, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded.
8. **Prizes:**

See prize details and ARV in the table in Section 5 above.

Terms and conditions of all prize components apply.

No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute prize or any prize component for one of equal or greater value. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

The MLB Entities and Sponsor (a) make no warranty, guaranty, or representation of any kind concerning the prize (or any portion thereof), and (b) disclaim any implied warranty.

Limit: 1 prize per person.

9. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor, the MLB Entities, and their 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 now known or hereafter created, in perpetuity, throughout the world, without further consideration, permission, or notification.
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 and MLB Entities reserve 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, the MLB Entities, including but not limited to Pittsburgh Associates LP d/b/a the Pittsburgh Pirates, Merkle Inc., and each of 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 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. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Oakland County, Michigan.

You agree that you will not file a class action or collective action against Administrator, Sponsor, or any of the MLB Entities, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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.

This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

13. **Winner List:** For a winner list, visit <https://bit.ly/3pVnffh>. 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/>.

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