Fly Away to See Team USA!

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN. THE PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF ILLINOIS, MINNESOTA AND WISCONSIN WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID OUTSIDE THE GEOGRAPHIC ELIGIBILITY LISTED ABOVE AND WHERE PROHIBITED. TEXT MESSAGING IS NOT REQUIRED FOR ENTRY. EACH TEXT MESSAGE 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 TO RECEIVE UP TO FOUR (4) TEXT MESSAGES USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR ENTRY. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.

- 1. Eligibility: The Fly Away to See Team USA! (the "Sweepstakes" or "Promotion") is open only to legal residents of Illinois, Minnesota, Wisconsin who are 18 years of age or older at the time of entry. Employees, officers, directors and non-employee workers of The Coca-Cola Company (the "Sponsor"), Great Lakes Coca-Cola Distribution, L.L.C. dba Reyes Coca-Cola Bottling Reyes Holdings, LLC, Coca-Cola bottlers, United States Olympic & Paralympic Committee, Merkle Inc. (the "Administrator"), 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 (collectively "Released Entities"), and the immediate family (spouse, biological, adoptive or step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside, and household members (whether related or not) of each such person are not eligible. Void outside the geographic eligibility listed above and where prohibited by law. 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 1:00 p.m. Central Time ("CT"), December 31, 2023 and ends at 11:59 p.m. CT, January 27, 2024 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter. NO PURCHASE NECESSARY: There are 2 ways to enter:
 - a) Text Message Method of Entry: During the Promotion Period, using your 2-way text-messaging-capable device (each a "Device"), text the keyword PARIS 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. 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 PARIS to 26739, you agree that you are providing Sponsor and Administrator express, written consent for

you to receive up to **four (4) text messages using automated technology in response to your entry** related to the Sweepstakes.

If you enter the Sweepstakes by text message, your wireless service provider's text message 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&TTM, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Boost Mobile, Alltel, Cincinnati Bell, Cricket, and Metro PCS. Consent to receive texts is not required to buy goods and services. Your participation in the Sweepstakes is subject to the Sponsor's Privacy Policy, which can be viewed by visiting https://www.merkle.com/mobile-terms-and-conditions.

b) Online Alternate Method of Entry: During the Promotion Period, to enter without text-messaging, visit www.cokeplaytowin.com/paris and follow the links and instructions to complete and submit the registration form, including providing a valid email address and mailing address (P.O. Boxes are not permitted). You will automatically receive one (1) entry into the Sweepstakes when your properly completed and submitted entry is received by Sponsor.

<u>Limit</u>: 1 Sweepstakes entry per person per day during the Promotion Period, regardless of method of entry. 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" of an email account 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. The "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Potential winners may be required to show proof of being the authorized account holders.

- **6. Drawing:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about January 29, 2024, Administrator will select the names of the potential winners in a random drawing from among all eligible entries received through both entry methods combined during the Promotion Period. The odds of winning a prize depend on the number of eligible entries received through both entry methods combined during the Promotion Period.
- 7. Requirements of Potential Winners: Potential winners are subject to eligibility verification and compliance with these Official Rules. Winning is contingent upon fulfilling all requirements. 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 five (5) days with the requested contact and mailing information or forfeit the applicable prize. If a potential winner entered online, he/she will be contacted by email. The potential First Prize winners must respond within five (5) days with the requested contact and mailing information or forfeit the applicable

prize. The potential Grand Prize winner will be required to sign and return to Administrator, within five (5) days of the date notice or attempted notice is first sent, a Declaration of Compliance, Liability & Publicity Release (collectively, "Declaration") (except where prohibited) 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 complete the Declaration or provide any additional information in the required time frame, is deemed ineligible to receive the prize, 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. If necessary, up to three (3) alternate drawings will be conducted, after which the prize will remain unawarded if it is unclaimed. If the alternate potential winners are disqualified, the applicable prize will not be awarded. First Prizes will be fulfilled approximately ten to twelve (10-12) weeks after all winners are confirmed after the conclusion of the Sweepstakes.

8. Prizes:

ONE (1) GRAND PRIZE: A trip package for two (2) to the 2024 Olympic Games in Paris, France ("Event") consisting of round trip, coach-class air transportation for two (2) from a major airport near winner's home (fulfilled as one (1) \$7,500 airline voucher; terms and conditions apply and determined by Sponsor in its sole discretion); ground transportation to and from destination airport and hotel; ground transportation to and from hotel and Event; three (3) nights' accommodations at Sponsor's choice of hotel (single room, double occupancy); two (2) tickets to (2) sporting viewings at the Event (viewings and seat locations to be determined by Sponsor in its sole discretion); and lounge access to one (1) sporting viewing. There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending event, winner and winner's quests voluntarily assume all risks related to exposure to COVID-19. Winner is required to book his/her/their travel, which is recommended to occur on or around July 29, 2024 - August 1, 2024. All travelers should travel on same itinerary. Travel should be round trip. Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. If winner is a minor (as determined by his/her state of residence), winner's quest must be winner's parent/legal quardian. If winner's quest is a minor (as determined by his/her state of residence), winner must be minor's parent/legal guardian and must complete required paperwork on behalf of minor, as applicable. Travel companion must execute liability/publicity releases prior to issuance of prize documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize of elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Sponsor is not responsible if winner does not use ticket on day of event. Approximate Retail Value ("ARV"): \$30,000. The ARV of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

<u>TWENTY (20) FIRST PRIZES</u>: One (1) Olympic merchandise (determined by Sponsor in its sole discretion). ARV: \$50.

<u>For All Prizes</u>: No substitution, exchange or transfer of prize by any winner. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. **Limit: 1 prize per person.**

9. OTHER INFORMATION: All federal, state, and other tax liabilities arising from a prize are the sole responsibility of each prize winner. Sponsor and/or Administrator will not enter into any correspondence, including emails or text, with non-winning entrants. The Official Rules prevail should there be any conflict or uncertainty relating to the promotion based on information or advise provided by any of the Released Entities.

10. 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 worldwide without limitation and without further consideration or notice.

- 11. 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, as determined by Sponsor and Administrator; or (b) terminate the Sweepstakes and, in its discretion, award the prizes in a random drawing from among all eligible, non-suspect entries received through both entry methods combined 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.
- 12. Release and Limitations of Liability: Except where prohibited, by participating in the Sweepstakes, entrants (or their parents or legal guardians, if entrants are Minors) agree to release, hold harmless The Coca-Cola Company, Great Lakes Coca-Cola Distribution, L.L.C. dba Reyes Coca-Cola Bottling Reyes Holdings, LLC, Coca-Cola bottlers, United States Olympic & Paralympic Committee, Merkle Inc., The Released Entities identified in No. 1, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the respective officers, directors and employees of each them 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, the processing of entries. or the announcement of winners; (e) late, lost, or undeliverable mail; (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, (g) the delivery, mis-delivery, acceptance, receipt, ownership, use or misuse of any prize awarded, including but not limited to claims of personal injury, illness/death (e.g. COVID-19) and/or property damage; (h) any typographical or other error in these Official Rules or the

announcement of the offering of the prize; or (i) any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.. 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU. 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 through both entry methods combined up to the date of discontinuance to award the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or human error, 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, unawarded, eligible prize claims.

Entry and participation in the Sweepstakes shall be done at each Entrant's own risk. Released Entities shall not be liable whatsoever for any claims, injuries, damages, or losses to any person or property, of any kind, including, but not limited to, any personal injury, death, damage to or loss of property, technical failures or disruptions, and any resulting direct, indirect, incidental, consequential, special, or punitive damages, that may occur or result, directly or indirectly, in whole or in part, from the entry and participation in the Sweepstakes or from the acceptance, receipt, or use or misuse of, or any activity or travel related to the acceptance, receipt, or use or misuse of, the Prize, or any portion thereof.

EACH ENTRANT ACKNOWLEDGES AND AGREES, FOR HIMSELF OR HERSELF AND ON BEHALF OF HIS OR HER GUESTS, TO WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS THE RELEASED ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY FOR SUCH CLAIMS, INJURIES, DAMAGES, OR LOSSES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH ENTRANT FURTHER ACKNOWLEDGES AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAW OF ANY OTHER JURISDICTION, ARE HEREBY EXPRESSLY WAIVED. THIS SECTION PROVIDES SUBSTANTIALLY AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR OR RELEASED PARTY.

13. 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, Reyes Coca-Cola Bottling, 4 Park Plaza, Suite 2000, Irvine, CA 92641. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 30 days after your Demand is received. If the disagreement stated in the Demand is not resolved to your satisfaction within 30 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 affect 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 March 6, 2023 (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 or Sponsor, 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.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined

to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

14. Winner List: For a winner list, <u>click here</u>. The winner list will be posted after winner confirmation is complete.