

## Sprite® and Popeyes® 100 Grand In Your Hand 2017 Official Rules

**NO PURCHASE REQUIRED TO ENTER OR WIN. 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 REQUEST THE URL BY TEXTING "CASH" TO 50293, YOU ARE PROVIDING SPONSOR AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 6 TEXT MESSAGES USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR REQUEST. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES. If you wish to opt out, text STOP to 50293. Text HELP to 50293 if you would like more information. Your participation in the Instant Win Game is subject to the Sponsor's Privacy Policy, which can be viewed by visiting <http://www.coca-cola.com/tcccprivacypolicy> as well as the Administrator's Mobile Terms and Conditions, which can be viewed by visiting <http://www.helloworld.com/terms>.**

**1. Eligibility:** Sprite® and Popeyes® 100 Grand In Your Hand 2017 (the "Instant Win Game") is open only to legal residents of the 50 United States (or D.C.) who are 18 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Popeyes Louisiana Kitchen, Inc. ("Popeyes"), and its Franchisees, HelloWorld, Inc., 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. The Instant Win Game 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:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**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"), February 27, 2017 and ends at 11:59 p.m. ET, April 30, 2017 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Instant Win Game.

**5. How to Participate:** You will need to obtain a code ("Code") in order to play the Instant Win Game. There are 3 ways to obtain a Code:

**a. Purchase a Coca-Cola® beverage at Popeyes Restaurant:** During the Promotion Period, visit a participating Popeyes restaurant and purchase a 44 fl. oz. or 32 fl. oz. Coca-Cola® beverage and you will find a Code on the cup. See limit below.

**b. Request a Code for Free:** To obtain a Code without visiting a Popeyes restaurant and without making a qualifying purchase, follow the instructions below to request a Code.

**i. Mail-In Free Code Request (available from February 17, 2017 to April 20, 2017):** To request a Code, mail a 3"x5" piece of paper with your name, home mailing address, email address, day/evening phone numbers, and date of birth in an envelope with proper postage to "Sprite® and Popeyes® 100 Grand In Your Hand 2017 – Free Code Request," P.O. Box 5046, Department 829531, Kalamazoo, MI 49003-5046. All requests must be postmarked by April 21, 2017 and received by April 28, 2017. You

will receive a Code via automated email and you may use it to play the Instant Win Game during the Promotion Period. **Limit: 1 request per envelope, up to 20 Codes total per person during the Promotion Period.** All requests must be hand printed and become the exclusive property of the Sponsor. None will be acknowledged or returned. Proof of sending will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will not be honored.

**ii. Online Free Code Request (available from April 21, 2017 at 12:00 a.m. ET to April 30, 2017 at 11:59 p.m. ET):** To request a Code online, visit <http://cash.sprite.com> and follow the links and instructions to complete and submit the Code request form, including a valid email address and you will receive a Code via automated email that you may use to play the Instant Win Game, subject to the limit below. All requests must be received by April 30, 2017. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected requests, which will not be honored.

- c. Receive Free Codes via Email or Text Message:** Sponsor will send free Codes to members of the email & mobile CRM programs, before or during the Promotion Period which may be used to play the Instant Win Game during the Promotion period, subject to the limit below. No more than a total of 4 Codes will be sent to each participant via these methods. Message and data rates and mobile terms and conditions apply, as necessary. To learn more or to sign up for this program for the future, visit [www.popeyes.com/join](http://www.popeyes.com/join).

**Limit:** Up to 20 Codes total per person during the Promotion Period regardless of method or combination of methods of obtaining Codes. The Code will be emailed to the email address provided in your mail-in Free Code request (for Section 5(b)(i)) or the email address used to request a Code online (for Section 5(b)(ii)). If you obtain a Code or Codes through this method, each Code may only be used 1 time. The Code(s) will be emailed to the email address or sent via text message to the mobile phone number associated with your membership in Sponsor's email or mobile CRM program, as applicable (for Section 5(c)). Each Code provides you with 1 play in the Instant Win Game, which will consist of opening up to 3 treasure chests. If you win an Instant Win prize after clicking on your first or second treasure chest that play, no further opportunities to click on a treasure chest will be offered for that play.

**6. How to Play the Instant Win Game:** After you have obtained a Code, visit <http://cash.sprite.com> and follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, follow the links and instructions to enter your Code. Once your Code is validated, you will automatically advance to the Instant Win Game page where you will receive 1 Instant Win Game play (as described above). You will be instantly notified if you are a potential winner of one of the Instant Win Game prizes. The Instant Win Game is not compatible with systems using Opera Web Browsers.

You may optionally text "CASH" to 50293 to receive the Instant Win Game URL. If you request the URL via text messaging, you agree that you are providing Sponsor and Administrator express, written consent for you to receive **up to 6 text messages using automated technology in response to your request. SEE ADDITIONAL DETAILS IN BOLD AT THE TOP OF THESE RULES.**

**Limit:** You may use up to 20 Codes and receive up to 20 Instant Win Game plays total per person 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 Codes or 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 play methods or agents (including, but not limited to, sweepstakes entry services) will void all plays by that entrant. In the event of a dispute as to any 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 authorized account holders.

**7. ALL POTENTIAL INSTANT WIN GAME WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE INSTANT WIN GAME. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME 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 HAS 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.**

**8. 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 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 1,120 random, computer-generated winning times during the Promotion Period, 1 for each of the Instant Win Prizes listed below. 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. Each potential Instant Win Prize winner may be required to visit the specified website within 48 hours of receiving the win notification email to complete an online prize fulfillment form. Failure to do so, if required, will result in prize forfeiture.

There will be one (1) insurance-backed, odds-based Grand Prize that may be awarded during the Instant Win Game. The odds of winning the Grand Prize are 1:8,000,000. If this prize is indicated when you play the Instant Win Game, you are the potential winner of the prize, subject to verification. This prize may not be awarded during the Promotion Period.

Except where prohibited, each potential Grand or First Prize winner (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 for the First Prizes and within 10 days for the Grand Prize of the date notice or attempted notice is sent, a Declaration of Compliance, Liability and Publicity Release, included with win notification ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. Failure to do so will result in prize forfeiture. If any potential winner cannot be contacted, fails to complete the online fulfillment form (if applicable), fails to sign and return the Declaration (if applicable) within the required time period, or if any prize is returned as undeliverable, he/she forfeits the prize. In the event that a potential winner of any First or Second Prize 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. Unclaimed, forfeited, and/or undeliverable Third Prizes and/or the Grand Prize will remain un-awarded. First, Second, and Third Prizes will be fulfilled approximately 8 to 10 weeks after the conclusion of the Instant Win Game. The Grand Prize will be fulfilled, if at all, 12 – 15 weeks after the end of the Instant Win Game.

**9. Prizes:**

1 GRAND PRIZE (odds-based): A check for \$100,000 made out to the winner. Actual Retail Value (“ARV”): \$100,000.

**The odds of winning the Grand Prize are based on the odds built into the Instant Win Game which are 1:8,000,000.**

20 FIRST PRIZES: A check for \$1,000 made out to the winner. ARV: \$1,000.

100 SECOND PRIZES: A \$100 prepaid gift card, terms and conditions apply. ARV: \$100.

1,000 THIRD PRIZES: A \$10 prepaid gift card, terms and conditions apply. ARV: \$10.

The odds of winning a First, Second, or Third Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays.

For All Prizes: All prize details determined by Sponsor in its sole discretion. 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 Grand Prize and either 1 First, 1 Second, or 1 Third Prize per person. Total ARV of All Instant Win Prizes combined: up to \$140,000.

**10. 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, testimonials or other feedback related to prize or Instant Win Game experience, whether written or oral, for promotional purposes in any media without further consideration.

**11. 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, 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 First, Second, and Third Prizes in a random drawing from among all eligible entries received up to the time of impairment. This does not apply to the Grand Prize. 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 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.

**12. Release and Limitations of Liability**: Except where prohibited, by participating in the Instant Win Game, entrants (or parent/legal guardian if entrant is a minor in his/her state of residence) agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Popeyes, and its Franchisees, HelloWorld, 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 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 cellular networks, computers, servers, providers, printers or telephone or network lines; (c) printing errors; (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, 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 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 Instant Win play 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 First, Second, or Third Prize offered herein (but not the Grand Prize). 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.

**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 Instant Win Game, 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 Instant Win Game, 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, HelloWorld, 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-Related Disputes Supplementary Procedure effective September 15, 2005 (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 Instant Win Game, 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.

**14. Promotion Results:** For a list of major prize winners, visit <http://bit.ly/2ivVEIk>. The winner list will be posted after winner confirmation is complete.