

## **Coca-Cola & WPG Open for Small Business Holiday Promotion**

### **Official Rules**

**NO PURCHASE OR TEXT MESSAGE 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 ENTER VIA TEXT MESSAGING, THAT YOU ARE PROVIDING SPONSORS AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 9 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 Coca-Cola & WPG Open for Small Business Holiday Promotion (the "Promotion") 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. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Washington Prime Group L.P. ("WPG"), Merkle 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 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. Sponsors:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313 and Washington Prime Group, L.P., 180 East Broad Street, Columbus, OH 43215.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**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 Sponsors 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"), November 27, 2020 and ends at 11:59 p.m. ET, January 1, 2021 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

**5. How to Enter:** There are 2 ways to enter:

- a) **Text-Messaging Entry:** During the Promotion Period, purchase a Coca-Cola product from a participating vending machine at a participating WPG Mall (see list of locations [HERE](#)). After your purchase, locate the product's 14 digit cap code ("Cap Code") and then using a two-way text-messaging capable device (each a "Device"), text SMALLBIZ to the short code 26739. Then, input the requested information to confirm your date of birth. Next, input the Cap Code. If you are eligible, you will receive 1 Sweepstakes entry and 1 Instant Win Game play. **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](mailto:questions@helloworldfulfillment.com). By texting SMALLBIZ to 26739, you agree that you are providing Sponsors and Administrator express, written consent for you to receive up to **9 text messages using automated technology in response to your entry** related to the Coca-Cola & WPG Open for Small Business Holiday Promotion. If you are a potential winner of an Instant Win Game prize, the return text message that you receive will contain detailed prize claim instructions.

**Message and data rates may apply.** Check your owner's manual for specific text-messaging instructions. Text messaging may not be available through all wireless carriers. Supported carriers include AT&T™, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Boost Mobile, Alltel, Cincinnati Bell, Cricket, and Metro PCS. **Consent is not required to buy goods and services. Your participation in the Promotion is subject to each Sponsor's Privacy Policy, which can be viewed by visiting <https://us.coca-cola.com/privacy-policy/> and <https://www.washingtonprime.com/privacy-policy/default.aspx>, as well as the Administrator's Mobile Terms and Conditions, which can be viewed by visiting <http://www.helloworld.com/terms>.**

- b) **Free Online Entry:** To enter without visiting a WPG Mall, making a purchase or text messaging, during the Promotion Period, visit [www.cokeplaytowin.com/smallbiz](http://www.cokeplaytowin.com/smallbiz) and follow the links and instructions to complete and submit the registration form, including providing a valid home address. P.O. Boxes are not permitted. 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.

**Limit:** 1 Sweepstakes entry and 1 Instant Win Game play per person per day during the Promotion Period, regardless of method or combination of methods of entry. Multiple participants are not permitted to share the same email address or Device. Any attempt by any participant to obtain more than the stated number of entries/plays by using multiple/different email addresses, Devices, 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 entry/play, the authorized account holder of the email address or Device 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. 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. Potential winners may be required to show proof of being authorized account holders.

**6. ALL POTENTIAL INSTANT WIN GAME WINNERS AND SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS 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, SPONSORS 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 100 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 Promotion at or after one of the

randomly-generated times, you will be a potential instant winner of the prize indicated. For the Sweepstakes: Administrator will randomly select the potential Sweepstakes winners on or around January 4, 2021 from all eligible entries received. For All Potential Winners: 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 Promotion 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 online, he/she will be notified by email, mail or phone. If any potential winner cannot be contacted, fails to provide any required information within the required time period, or if the prize is returned as undeliverable, he/she is disqualified and forfeits the 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. Prizes will be fulfilled approximately 8 to 10 weeks after the conclusion of winner confirmation.

## **8. Prizes:**

### **a. Sweepstakes Prizes:**

10 SWEEPSTAKES PRIZES: A \$500 prepaid card, terms and conditions apply. Approximate Retail Value ("ARV"): \$500.

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. Winners of this prize will receive an email from notification@prepaiddigitalsolutions.com that prompts them to select either a physical or virtual prepaid card. Winners must make this selection within 90 days of the date of the email notification. Physical or virtual prepaid cards must be used within six (6) months after their issue date.

Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Visa prepaid card can be used anywhere Visa debit cards are accepted around the world.

Sponsors and Administrator are not responsible for complaints or issues regarding digital codes/certificates (claims that digital code/certificate is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the digital code/certificate.

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

### **b. Instant Win Game Prizes:**

100 SWAG PRIZES: Coca-Cola branded swag consisting of 1 shopper tote, 1 phone holder, 1 12 oz. insulated cup, 1 bottle opener, 1 beanie, and 1 plush blanket. All details determined by Sponsors in their sole discretion. ARV: \$54.

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.

For All Prizes: No substitution, exchange or transfer of prize by winner. Sponsors reserve 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 person. Total ARV of All Prizes: \$10,400.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for Sponsors and their 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, outbreak of widespread illness, pandemic, or other similar occurrence, civil unrest, virus or other technical problem, the Sponsors may, in their 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 Sponsors 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 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 Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. A 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, Washington Prime Group L.P., 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 cellular networks, 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 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, or any part of it, is discontinued for any reason, Sponsors, in their 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, Sponsors reserve 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 Promotion, the Official Rules, or each 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 Sponsors arising out of, connected to, or in any way related to the Promotion, the Official Rules, or each 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 each 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 Sponsors to litigate claims in court and you, Administrator, and Sponsors 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 Sponsors in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsors brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsors 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 Sponsors. 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 Sponsors, 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 each 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 Sponsors agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsors 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 Sponsors in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsors, 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 Promotion 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 Promotion.

**13. Promotion Results:** For a winner list, visit <https://bit.ly/2UeU34T>. The winner list will be posted after winner confirmation is complete.

**14. Entrant's Personal Information:** Information collected from entrants is subject to each Sponsor's Privacy Policy: <https://us.coca-cola.com/privacy-policy/> and <https://www.washingtonprime.com/privacy-policy/default.aspx>.