

# smartwater® Sweepstakes

## Official Rules

### NO PURCHASE REQUIRED TO ENTER OR WIN.

**1. Eligibility:** The smartwater Sweepstakes (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, Starwood Hotels and Resorts Worldwide, Inc., 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 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 elsewhere and 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.  
**Administrator:** HelloWorld, 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 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 26, 2017 and ends at 11:59 p.m. ET, July 31, 2017 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

### 5. How to Enter:

During the Promotion Period, visit [www.cokeplaytowin.com/smartwater2017](http://www.cokeplaytowin.com/smartwater2017) 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 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 one of the Instant Win Game prizes. The Instant Win Game is not compatible with systems using Opera Web Browsers.

There are 2 ways to enter the Sweepstakes:

- a) Purchase a **smartwater** at a participating retail location and upload the receipt online for a Sweepstakes entry: During the Promotion Period, after you have visited [www.cokeplaytowin.com/smartwater2017](http://www.cokeplaytowin.com/smartwater2017) and completed the registration process, and played the Instant Win Game, follow the links and instructions to upload your receipt from purchasing a **smartwater** at a participating location. If your receipt is validated, you automatically will receive one entry into the Sweepstakes drawing.
- b) Alternate Mail-In method of Sweepstakes entry: During the Promotion Period, to earn a Sweepstakes entry without making a purchase or uploading a receipt, hand print your name, address, phone number, email address, date of birth, and "**smartwater** Sweepstakes – Free Entry" on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "**smartwater** Sweepstakes - Free Entry," c/o HelloWorld, Inc., P.O. Box 5046, Department 830596, Kalamazoo, MI 49003-5046. For your mailed-in entry, you will receive 1 entry into the Sweepstakes. Limit: 1 Sweepstakes entry per envelope and subject to the entry limit below. All mail-in entries must be handwritten, 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 entries, which will be disqualified. All mail-in entries must be postmarked by 8/1/17 and received by 8/8/17, or they will be disqualified.

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.

**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 250 random, computer-generated winning times during the Promotion Period, 1 for each of the Instant Win Game prizes 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 winner, on or around August 15, 2017, from all eligible entries received. The potential winner will be notified by email, mail or phone. For All Potential Winners: Except where prohibited, the potential Grand 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 of the date notice or attempted notice is sent, a Declaration of Compliance, Liability and Publicity Release ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If any potential winner cannot be contacted, or fails to sign and return the Declaration (Grand Prize only) within the required time period, or if a prize is returned as undeliverable, he/she forfeits the applicable prize. In the event that any 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 the Promotion.

## **8. Prizes:**

### **a. Sweepstakes Prize:**

1 GRAND PRIZE: A trip package for 2 to Ft. Lauderdale, FL for a spa vacation. Prize package consists of round trip, coach-class air transportation for 2 from a major airport near winner's home (determined by Sponsor in its sole discretion); 2 nights' accommodations at W Fort Lauderdale (single room, double occupancy); round trip ground transportation between airport and hotel; a spa day valued at \$1,100, all details determined by Sponsor, in its sole discretion; \$500 that may be used for spending money, terms and conditions apply; and travel agent services. Winner and guest must travel on same itinerary. Winner must complete the trip within 1 year from the drawing date or prize will be forfeited. Winner must book trip at least 21 days prior to departure. Travel subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the winner's residence, winner will be provided \$200 in spending money for driving expenses in lieu of air transportation. Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed. 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 guest must be winner's parent/legal guardian. If winner's guest 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. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. Approximate Retail Value ("ARV"): \$5,500. 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.

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

**b. Instant Win Game Prizes:**

250 FIRST PRIZES: A \$50 prepaid gift code, terms and conditions apply. ARV: \$50.

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.

Sponsor 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.

For All Prizes: 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 person. Total ARV of all prizes: \$18,000.

**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, Starwood Hotels and Resorts Worldwide, Inc, 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 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, visit <http://bit.ly/2nf9v1u>. The winner list will be posted after winner confirmation is complete.