

# Swire Coca-Cola Summer

## Official Rules

### NO PURCHASE REQUIRED TO ENTER OR WIN.

**1. Eligibility:** Swire Coca-Cola Summer (the "Instant Win Game") is open only to legal residents of Arizona, Colorado, Idaho, Kansas, Nebraska, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington, and Wyoming who are 18 years of age or older at the time of entry. Employees and non-employee workers of Swire Coca-Cola, USA, The Coca-Cola Company, Coca-Cola bottlers, 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 Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void outside of the listed states and where prohibited by law.

**2. Sponsor:** Swire Coca-Cola, USA, 12634 S. 265 W., Draper, UT 84020.

**Administrator:** Merkle 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. Mountain Time ("MT"), May 17, 2020 and ends at 11:59 p.m. MT, August 29, 2020 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Instant Win Game.

**5. How to Enter:** During the Promotion Period, visit [www.cokeplaytowin.com/summerfun](http://www.cokeplaytowin.com/summerfun), and follow the links and instructions to complete and submit the registration, including providing a valid home address. P.O. Boxes are not permitted. You will automatically advance to the Instant Win Game page where you will be instantly notified if you are a potential winner of 1 of the Instant Win Game prizes. Limit: 1 Instant Win Game play per person during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar play methods or agents (including, but not limited to, promotion entry services) will void all plays by that entrant. In the event of a dispute as to any online 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 the authorized account holders.

**6. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME DISPLAYS A WINNING MESSAGE, OR EVEN IF ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY 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 SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE**

## HONORED.

**7. Instant Win Game 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 15 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 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 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 & Publicity Release in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If a potential prize winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information (as applicable), he/she may be disqualified and forfeit the applicable prize. In the event that any potential winner cannot be contacted, 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, 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 winner are confirmed after the conclusion of the Instant Win Game.

## 8. Prizes:

3 GRAND PRIZES: \$750 that may be used to purchase the grill or smoker of your choice, terms and conditions apply. All details determined by Sponsor in its sole discretion. Approximate Retail Value ("ARV"): \$750.

12 FIRST PRIZES: \$108 that may be used to purchase the streaming service of your choice, terms and conditions apply. All details determined by Sponsor in its sole discretion. ARV: \$108.

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. 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. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person.

**9. 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 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 Instant Win Game is impaired in any way for any reason, including, but, not limited to, fraud, outbreak of widespread illness, pandemic, or other similar occurrence, 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 and 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 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 Instant Win Game or to be acting in violation of these Official Rules or those of 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.

**11. Release and Limitations of Liability:** Except where prohibited, by participating in the Instant Win Game, entrants agree to release and hold harmless Swire Coca-Cola, USA, The Coca-Cola Company, Coca-Cola bottlers, Merkle Inc., and 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 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 computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (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 entry 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 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 Instant Win Game 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 Instant Win Game, 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 Instant Win Game, 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. Winner List:** For a winner list, visit <https://bit.ly/35h8pX0>. The winner list will be posted after winner confirmation is complete.