

Coca-Cola's "2021 Talladega® Homegate" Sweepstakes

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 ENTER VIA TEXT MESSAGING, YOU AGREE THAT YOU ARE PROVIDING SPONSOR AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 7 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's "2021 Talladega® Homegate" Sweepstakes (the "Sweepstakes") is open only to legal residents of Alabama, Florida, Georgia, Mississippi, and Tennessee 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, Talladega Superspeedway, LLC, NASCAR LLC, Merkle Inc., and their respective parent companies, subsidiaries, affiliates, shareholders, directors, officers, members, successors and agents and those prize providers and agencies that are involved in the development or execution of this Sweepstakes 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void elsewhere and 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 12:00 a.m. Central Time ("CT"), April 1, 2021 and ends at 11:59 p.m. CT, April 30, 2021 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.
5. **How to Enter:** 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 TALLADEGA 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 per text entry per day. **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 TALLADEGA to 26739, you agree that you are providing Sponsor and Administrator express, written consent for you to receive up to **7 text messages using automated technology in response to your entry** related to the Coca-Cola's "2021 Talladega® Homegate" 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&T™, T-Mobile, Verizon Wireless, UScellular, Sprint, Boost Mobile, Alltel, Cincinnati Bell, Cricket, and Metro PCS. **Consent 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://us.coca-cola.com/privacy-policy/>, as well as the Administrator's Mobile Terms and Conditions, which can be viewed by visiting <http://www.helloworld.com/terms>.**

- b) Online Alternate Method of Entry:** During the Promotion Period, visit www.cokeplaytowin.com/talladega2021 and follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive 1 entry into the Sweepstakes.

Limit: One (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" 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 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 May 3, 2021, Administrator will select the names of the potential winners in a random drawing of all eligible entries received during the Promotion Period. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winners:** Potential winners must continue to comply with the 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 5 days with the requested contact and mailing information or forfeit the applicable prize. If the potential winner entered online, he/she will be contacted by email. Each potential Grand Prize winner will be required to provide the Administrator a mailing address (no P.O. Boxes) for prize fulfillment purposes within 5 days of the date notice or attempted notice is sent, 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 provide any additional information in the required time frame, 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 the conclusion of the Sweepstakes.

8. Prizes:

4 GRAND PRIZES: A Homegate Prize Pack consisting of 1 24" Coca-Cola branded fire pit; 1 Coca-Cola branded cooler; 1 Coca-Cola cookbook; 1 Coca-Cola branded cornhole; 2 Talladega® and Coke® branded can coolers; and Talladega® swag. All prize details, including size and color, will be determined by Sponsor in its sole discretion. Approximate Retail Value: \$517.

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. 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 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 without further consideration.

10. 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, civil unrest, 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; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received 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.

11. Release and Limitations of Liability: Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Talladega Superspeedway, LLC, NASCAR, LLC, Merkle Inc., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and each of their respective officers, shareholders, directors, employees, members, successors, agents and assigns (the "Released Parties") 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 or the processing of entries; (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 Sweepstakes 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 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. 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 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. 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, 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 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 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 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.

13. **Winner List:** For a winner list, visit <https://bit.ly/3bN1ZCA>. The winner list will be posted after winner confirmation is complete.
14. **Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/>.

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