## **Trip Stock Up Sweepstakes**

## Official Rules

## NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility: The Trip Stock Up Sweepstakes (the "Sweepstakes") is open only to legal residents of Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, and Vermont who (a) are 18 years of age or older at the time of entry, and (b) have an Alltown Neighborhood Perks loyalty membership account (an "Account"). Employees and non-employee workers of Coca-Cola Beverages Northeast, Inc., The Coca-Cola Company, Coca-Cola bottlers, Omni Mount Washington LLC, Global Montello Group Corp., Merkle Inc., and their respective parent companies, subsidiaries, affiliates, 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 where prohibited by law.
- Sponsor: Coca-Cola Beverages Northeast, Inc., 1 Executive Park Drive, Suite 101, Bedford, NH 03110. 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. Eastern Time ("ET"), February 24, 2024 and ends at 11:59 p.m. ET, March 24, 2024 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter: If you do not have an Account and want to create one, please visit myneighborhoodperks.com or download the Alltown Neighborhood Perks app from your mobile Please app store. Creating an Account is free. visit https://myneighborhoodperks.com/#how-it-works for details. Your Alltown Neighborhood Perks account is subject to Alltown Neighborhood Perks' Terms of Service, the mobile app store terms and the terms described at https://myneighborhoodperks.com/#how-itworks.

During the Promotion Period, there are two (2) ways to enter, as outlined below:

a. Make a Qualifying Purchase: Make a purchase of three (3) of the following items in a single transaction using your Alltown Neighborhood Perks Account (a) on your Alltown Neighborhood Perks mobile app, or (b) with your Account card, or (c) with the telephone number that you used to register your Account:

20 oz. Coca-Cola<sup>®</sup>, 20 oz. Coca-Cola Zero Sugar<sup>®</sup>, 20 oz. Diet Coke<sup>®</sup>, 20 oz. Sprite<sup>®</sup>, 1 Liter smartwater<sup>®</sup>, 20 oz. POWERADE®, 20 oz. vitaminwater<sup>®</sup>, 28 oz. BODYARMOR<sup>®</sup> and/or 16 oz. Monster Energy.<sup>®</sup>

**Opting Out:** If you made a qualifying purchase, you will receive an email alerting you of the Sweepstakes. If you made a qualifying purchase but do not wish to enter the

Sweepstakes, send an email to <u>support@myneighborhoodperks.com</u> and follow the instructions included in the return email to you.

**b.** Free Online Method of Entry: Visit <a href="www.cokeplaytowin.com/TripStockUpSweeps2">www.cokeplaytowin.com/TripStockUpSweeps2</a>, 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 automatically will receive 1 entry into the Sweepstakes.

<u>Limit</u>: 1 Sweepstakes entry per person per day during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than 1 entry per day by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's entries and that entrant 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 online entry, the authorized account holder of the 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. 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 winner are final and binding. On or about March 25, 2024, Administrator will select the name of the potential winner in a random drawing of all eligible entries received during the Promotion Period. The potential winner will be notified by email, mail, or phone. The odds of winning the prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winner: Potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. The potential prize winner 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 (except where prohibited) in order to claim the prize and to fulfill any such other requirements as determined by Administrator. If potential prize winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information (as applicable), the potential winner may be disqualified and forfeit the prize. In the event that 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 winner is disqualified, the prize will not be awarded. Prize will be fulfilled approximately 8 to 10 weeks after the conclusion of the Sweepstakes.
- 8. Prize: PRIZE: One (1) prize winner will receive one (1) two-night midweek/non-holiday ski & stay package for two (2) people during the 2024 2025 ski season, with lodging at the Omni Mount Washington Resort and skiing at Bretton Woods. Package not available during the following dates: February 16-24, 2024, May 24-26, 2024, July 3-6, 2024, August 30-September 1, 2024, October 11-13, 2024, November 27-30, 2024, December 22-December 31, 2024, January 17-19, 2025, and February 14-22, 2025. Transportation is not included in prize. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Winner and winner's guests voluntarily assume all risks related to exposure to COVID-19. All applicable federal, state, and local taxes, any other expenses associated with prize acceptance and use not specifically listed herein as being provided, including ground/air transportation, luggage

fees, meals, gratuities, delivery charges, etc., are the responsibility of each winner. Approximate Retail Value ("ARV"): \$1.525.51.

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. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

- **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 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, 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, in its discretion, 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 Sponsor, The Coca-Cola Company, Coca-Cola bottlers, Global Montello Group Corp., 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 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 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; (f) incomplete entries; or (g) 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. 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <a href="https://www.cokenortheast.com/privacy-policy">https://www.cokenortheast.com/privacy-policy</a>.
- **14. Winner List:** For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.