

# Jack's Ultimate Football Experience 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 REQUEST THE URL BY TEXTING JACKS TO 26739, YOU ARE PROVIDING SPONSOR AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 2 TEXT MESSAGES USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR REQUEST. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES. If you wish to opt out, text STOP to 26739. Text HELP to 26739 if you would like more information. Your participation in the Promotion is subject to the Sponsor's Privacy Policy, which can be viewed by visiting <http://www.coca-cola.com/tcccprivacypolicy>, as well as the Administrator's Mobile Terms and Conditions, which can be viewed by visiting <http://www.helloworld.com/terms>.**

- 1. Eligibility:** The Jack's Ultimate Football Experience Sweepstakes (the "Sweepstakes") is open only to legal residents of Alabama, 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, Jack's Family Restaurants, LP, HelloWorld, 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 outside AL, GA, MS and TN and where prohibited by law.
- 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 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"), September 26, 2018 and ends at 11:59 p.m. ET, November 7, 2018 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter:** During the Promotion Period, visit [www.winatjacks.com](http://www.winatjacks.com) 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.

You may also optionally text JACKS to 26739 to receive the Promotion URL. If you request the URL via text messaging, you agree that you are providing Sponsor and Administrator express, written consent for you to receive **up to 2 text messages using automated technology in response to your request. Message and data rates apply. Consent is not required to buy goods and services. If you wish to opt out, text STOP to 26739. Text HELP to 26739 if you would like more information.**

Limit: 1 Sweepstakes entry per person per day during the Promotion Period. 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. All entries submitted in compliance with these Official Rules and not disqualified are considered "**Eligible Entries.**"

6. **Drawings:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about November 8, 2018, Administrator will select the names of the potential winners in a random drawing of all Eligible Entries received during the Promotion Period. The potential winners will be notified by email, mail or phone. 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. 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 48 hours of the date/time notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. The potential First Prize winner will be required to provide the Administrator a mailing address (no P.O. Boxes) for prize fulfillment purposes within 48 hours of the date/time notice or attempted notice is sent, 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 prize. In the event that a 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, if time permits, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Prizes will be fulfilled by Sponsor by mail. Tickets will be fulfilled prior to game day. For pre-game sideline passes, Sponsor/Administrator will provide contact information, gate number and arrival time to winner. Prior to game day, Grand Prize winner will need to provide Sponsor with his/her sideline choice (Auburn or Alabama). Grand Prize winner and guest will be escorted to the chosen sideline. **Grand Prize winner and guest may not wear opposing team colors, logos, etc. on the chosen sideline or the sideline access will be revoked and no substitution or reimbursement will be provided.**
8. **Prizes:**

1 GRAND PRIZE: A 2018 VIP Access prize package ("Prize Package"). Prize Package includes 2 tickets for winner and 1 guest to the Auburn University vs University of Alabama game in Tuscaloosa, AL; 2 pre-game sideline passes for winner and 1 guest; 1 cooler with team logo; 1 signed football; and \$165 in Jack's Gift Cards.

  - All Prize Package details, including seat location, pre-game sideline experience duration and elements, size/color/style of cooler, and autograph, will be determined by Sponsor in its sole discretion. Winner will be able to request the cooler's team logo but final

determination rests with Sponsor in its sole discretion. **Winner and guest may not wear opposing team colors, logos, etc. on the chosen sideline or the sideline access will be revoked and no substitution or reimbursement will be provided.** Terms and conditions of Gift Card apply; see <https://www.eatatjacks.com/pages/gift-card-policy> for more details. Sponsor makes no warranty or representation that the signed football may be sold, bartered or traded at the estimated value. Approximate Retail Value ("ARV"): \$770.79. There is no retail value attached to the pre-game sidelines passes.

1 FIRST PRIZE: 2 tickets for winner and 1 guest to the Auburn University vs University of Alabama game in Tuscaloosa, AL; and 1 signed football. All details, including seat location, will be determined by Sponsor in its sole discretion. Sponsor makes no warranty or representation that the signed football may be sold, bartered or traded at the estimated value. ARV: \$350.

All Prizes: **TRAVEL IS NOT INCLUDED; all expenses, travel, parking, and other costs not expressly stated in the prize descriptions above are the sole responsibility of each winner.** Sponsor is not responsible if any scheduled event or activity is delayed, postponed or cancelled for any reason and winner will not be reimbursed. Tickets may be subject to issuer's standard rain-check policies and procedures. 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 is an adult and his guest is a minor (as determined by his/her state of residence), winner must be minor's parent/legal guardian. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, passes, vouchers or certificates will not be replaced. By accepting ticket prize or ticket/pass prize, winner agrees to abide by any terms, conditions and restrictions provided by the tickets and passes. Sponsor is not responsible if winner does not use tickets or passes on the day of the event. Value at any time may fluctuate based on market conditions and winner will not receive the difference between actual and approximate retail value.

No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize or a prize component 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 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, 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, Jack's Family Restaurants, LP, HelloWorld, 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; (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 any of the Released Parties 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, HelloWorld, 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, and the Released Parties to litigate claims in court and you, and the Released Parties 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 and the Released Parties 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 and the Released Parties 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 any of the Released Parties. 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. For sake of clarity, the foregoing terms and agreed upon process for resolving disputes does not operate as a waiver of by the Released Parties to enforce the release and other terms set forth in Section 11 ("Release and Limitations of Liability") of these Official Rules.

You agree that you will not file a class action or collective action against the Released Parties, 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, or any of the Released Parties agree to class or collective procedures in arbitration or the joinder of claims in arbitration. The Released Parties 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, Sponsor and other Released Parties in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, and any of the Released Parties, 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 <http://bit.ly/2OFcg7C>. The winner list will be posted after winner confirmation is complete.