

Coca-Cola Swish It Sweepstakes

Official Rules

NO PURCHASE OR APP REQUIRED TO ENTER OR WIN.

- 1. Eligibility:** The Coca-Cola Swish It Sweepstakes (the "Sweepstakes") 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, Sodexo (with the exception of consumers at Rio Café in Sodexo Headquarters in Gaithersburg Maryland), Entegra, 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 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void 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. Eastern Time ("ET") February 27, 2023 and ends at 11:59 p.m. ET, April 1, 2023 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter:** During the Promotion Period, use your smartphone, download the Everyday Mobile App, which is free, to your phone and follow the links and instructions to locate the Sweepstakes banner. Or use your smart phone or other web-enabled device to scan the Sweepstakes quick response ("QR") code featured on signs or promotional materials and you will be directed to a mobile web page. Or you may simply visit <https://www.swishitsweepstakes.com/> (the "Website"). Follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive 1 Sweepstakes entry. 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.

Additional Sweepstakes Entries: There are 4 ways to earn additional Sweepstakes entries, as outlined below:

- a. **Play Game:** During the Promotion Period, after you register or log in, follow the links and instructions to play the provided game. You automatically will receive 1 Sweepstakes entry. Limit: 1 Sweepstakes entry per person per day during the Promotion Period via this method.
- b. **Twitter:** During the Promotion Period, after you register or log in, follow the links and instructions to share a message about the Sweepstakes on Twitter. The message will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you automatically will receive 1 Sweepstakes entry. Limit: 1 Sweepstakes entry per person per day during the Promotion Period via this method.
- c. **Facebook:** During the Promotion Period, after you register or log in, follow the links and instructions to share a message about the Sweepstakes on your Facebook wall. The post will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you automatically will receive 1 Sweepstakes entry. Limit: 1 Sweepstakes entry per person per day during the Promotion Period via this method.
- d. **Make a Purchase and Enter Code:** During the Promotion Period, make a qualifying product purchase**. **See Appendix A for a full list of qualifying products.** Locate the UPC code ("Code") on the product. During the Promotion Period, visit the Website and follow the links and instructions to enter the Code. You automatically will receive 1 Sweepstakes entry. The same Code cannot be used twice in the same calendar day.

**Mail-In Alternate Method of Entry: During the Promotion Period, to enter without making a purchase, print your full name, street address (no P.O. Boxes), phone number, email address and date of birth on a piece of paper and mail it in an envelope with proper postage to "Coca-Cola Swish It Sweepstakes – Sweeps Entry," c/o Merkle Inc., P.O. Box 5046, Department 855809, Kalamazoo, MI 49003-5046. You will receive 1 Sweepstakes entry. Limit: 1 entry per stamped envelope. All mail-in entries must be postmarked by April 1, 2023 and received by April 7, 2023. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: up to 5 Sweepstakes entries per person per day during the Promotion Period by either making purchases and entering a Codes, sending in a mail-in entries or a combination of the two methods, as outlined above.

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 April 14, 2023, 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. Each potential Grand Prize and First 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 hours/days of the date 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. 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, 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: 1 GRAND PRIZE:** A trip for 2 to winner's choice of Phoenix, AZ or Cleveland, OH. Trip package includes round trip, coach-class air transportation for 2 from a major airport near winner's home (determined by Sponsor in its sole discretion) to Phoenix, AZ or Cleveland, OH; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from hotel to event; two (2) tickets to the Final Four Games; and \$1,000 spending money. **There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19.** Winner must travel on dates required by Sponsor, on or around April 5, 2024 and returning on or around April 9, 2024 for the Men's Tournament and on or around April 4, 2024 and returning on or around April 8, 2024 for the Women's Tournament or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are 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 this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize of elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$5,700.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

2 FIRST PRIZES: A \$1,000 prepaid card. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note

that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. ARV: \$1,000.00.

2 SECOND PRIZES: A \$500 prepaid card. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. ARV: \$500.00.

No substitution, exchange, or transfer of prize by any winner. Sponsor reserves the right to substitute any prize or component of a 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 Total ARV of all prizes: \$8,700.00.

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 The Coca-Cola Company, Coca-Cola bottlers, Sodexo, Entegra, 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 <https://us.coca-cola.com/privacy-policy>.
- 14. Winner List:** For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

Appendix A: Qualifying Products

Coke Zero Sugar 7.5 OZ
Coke Zero Sugar 8 OZ
Coke Zero Sugar 8.5 OZ
Coke Zero Sugar 12 OZ
Coke Zero Sugar 13.2 OZ
Coke Zero Sugar 14 OZ
Coke Zero Sugar 16 OZ
Coke Zero Sugar 16.9 OZ
Coke Zero Sugar 20 OZ
Coke Zero Sugar 24 OZ
Coke Zero Sugar 1 LTR
Coke Zero Sugar 1.25 LTR
Coke Zero Sugar 2 LTR
Powerade 12 oz
Powerade 20 oz
Powerade 28 oz

