

## **Coca-Cola and Dollar General Support Our Heroes TERMS AND CONDITIONS**

### **NO PURCHASE REQUIRED TO PARTICIPATE.**

**1. Eligibility:** Coca-Cola and Dollar General Support Our Heroes (the "Program") is open 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 participation. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola Bottlers, Dollar General Corporation, United Service Organizations, Inc. ("USO"), and HelloWorld, Inc. are not permitted to participate. Void where prohibited.

**2. Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.

**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. **Charitable Organization:** United Service Organizations, Inc., 2111 Wilson Boulevard, Suite 1200, Arlington, VA 22201

**3. Timing:** The Program begins at 12:00 a.m. Eastern Time ("ET"), May 15, 2017 and ends at 11:59 p.m. ET, September 15, 2017 (the "Program Period"). Administrator's computer is the official time-keeping device for the Program.

**4. How to Participate:** During the Promotion Period, visit [www.DestinationCoke.com](http://www.DestinationCoke.com) and complete or submit the registration form including a valid email address. Then, create or select a message of support or thanks for our military troops or the USO and include the hashtag #CokeDGSupportMilitary (each a "Submission"). Then submit the form and your Submission will be sent to the USO to be shared on public message boards. Your Submission will count toward the threshold of Sponsor's goal of 25,000 messages of support or thanks for the military and the USO.

#### Guidelines:

- The Submission must be in a format acceptable to the USO;
- The Submission must contain a message and the promotional hashtag;
- The Submission must be in English; and
- The Submission, if unique and not one of the options offered, cannot have been submitted previously in a promotion of any kind.

#### Content Restrictions:

- The Submission must not include any private information of a third party such as name, address, phone number, or email address;
- Entrant must have permission from all individuals included in the Submission (if any) to use their names and/or stories. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not feature brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to create and share a Submission in this Program;
- The Submission must not disparage Sponsor, Dollar General, Administrator or any other person or party affiliated with the promotion and administration of this Program;
- The Submission, unless an offered option, must be entrant's own work;
- The Submission must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination

- based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Once your Submission is approved, it will count toward the support goal.

Sharing a Submission using the promotion hashtag constitutes participant's consent to give Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, participant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission or any portion thereof.

Sponsor reserves the right to void a Submission if it determines, in its sole discretion, that the Submission is in violation of these Terms and Conditions.

**5. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to take any action necessary with regard to any individual it finds to be tampering with the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**6. Release and Limitations of Liability:** Except where prohibited, by participating in the Program, participant (or parent/legal guardian if participant is deemed a minor in his/her state of residence) agrees to release and hold harmless The Coca-Cola Company, Coca-Cola Bottlers, Dollar General Corporation, Twitter Inc., Instagram LLC, United Service Organizations, Inc., HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, promotional 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 Program including, but not limited to: (a) unauthorized human intervention in the Program; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Program or the processing of Submissions; (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 participant's participation in the Program. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Program and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**7. 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 Program, 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 Program, 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, 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-Related Disputes Supplementary Procedure effective September 15, 2005 (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 Program, 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 Program is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter.**