# Coca-Cola Bottling Company United, Inc. 2018 Local Pay it Forward Internship Contest Official Rules

Here is your opportunity to receive \$1,000.00 during the week of July 28th thru August 2rd 2019.

Participating Schools – Alabama State University, Miles College, Stillman College, Talladega College, Tuskegee University, Southern University, Grambling State University, Xavier University, Alcorn State University, Dillard University, Clark-Atlanta University, Fort Valley State University, Savannah State University, Morehouse College, Spelman College, Albany State University

- 1. Eligibility: The Coca-Cola United Local Pay It Forward 2019 Internship Contest (the "Contest") is open only to legal residents of the 50 United States (or the District of Columbia) who are at least 18 years of age at the time of entry. All nominees must be at least 18 years of age, enrolled as a full-time undergraduate college student at a participating college and in good standing as of May 21, 2019 to be eligible for a Contest prize (each an "Eligible Nominee"). Employees and non-employee workers of Coca-Cola Bottling Company United, Inc., The CocaCola Company, CocaCola bottlers, and their respective parents, subsidiaries, affiliates, and agents, and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials (the "Promotional Parties"), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations, and is void where prohibited by law.
- **2. Sponsor:** Coca-Cola Bottling Company United, Inc., 4600 East Lake Boulevard, Birmingham, AL 35217

**Administrator:** Coca-Cola Bottling Company United, Inc., 4600 East Lake Boulevard, Birmingham, AL 35217

- **3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and the Promotional Parties' decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein and winners are subject to the Official Rules of this Contest. In the event that any winner is found to be in violation of these Official Rules or is otherwise determined by any of the Promotional Parties in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Promotional Parties for the stated value of a prize if such a violation is found after costs have been incurred on behalf of a winner.
- **4. Timing:** The Contest begins on January 28, 2019 at 12:00 a.m. Central Time ("CT") and ends on May 18, 2019 at 11:59 p.m. CT (the "Promotion Period"). The Contest consists of 4 phases as outlined in the chart below:

Phase	Start Date (at 12:00 a.m. CT)	End Date (at 11:59 p.m. CT)
Nomination Submission	Jan 28, 2019	March 31, 2019
Finalist Selection (to top 25)	April 1, 2019	April 26 2019
Winner Selection (top 10)	May 6, 2019	May 17, 2019
Notification to Winners	May 20, 2019	May 24, 2019

Administrator's computer is the official time-keeping device for this Contest.

**5. How to Enter (By Nominating Self ):** During the Nomination Submission Phase, visit participating college site or <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</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. Then, follow the links and instructions to select whether you are nominating yourself (if you are an Eligible Nominee per Section 1 above) or someone else who is an Eligible Nominee (per Section 1, above) (not yourself). If you are nominating someone else, complete the full contact information for him or her, including full name, email address, and date of birth. Make sure you have permission from the Eligible Nominee to nominate him or her. Then, follow the links and instructions to answer **all of the following questions**, explaining why you/your Eligible Nominee deserve(s) to win a Contest Prize (as defined below in Section 10)

The essay answers are collectively your submission (the "Submission"). By uploading a Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you (the nominator), from the Contest if it believes your Submission fails to conform to the Guidelines and Restrictions.

## Submission Guidelines:

- The Submission must be in English;
- The Submission content must be true and reflect your true experiences and beliefs (as applicable);
- The Submission must be your own work; and
- No portion of the Submission may 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 full name, address, phone number, or email address; the information about the nominee will be on the nomination form, not in the Submission itself. Sponsor reserves the right to edit any Submission to remove what it considers to be private information;
- Entrant must have permission from all individuals nominated in the Submission (if any) to use their name(s) and story/stories in the Submission and to grant the license set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable by 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 disparage Sponsor, the Promotional Parties, or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission should not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to create and upload a Submission in this Contest. Nothing in this Contest shall be construed to give entrant any right, title, or interest to any trademarks, patents or other intellectual property rights of Sponsor. Sponsor reserves the right to edit a Submission to remove brands, trademarks, or school names before publicizing it in any way;
- The Submission must not contain text not created by entrant, except that the nominator may quote or paraphrase something that the nominee said or wrote;

- The Submission must not contain material that Sponsor deems to be inappropriate, offensive, 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.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to upload more than 5 Submissions by using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of that entrant's Submissions/entries and that entrant may be disqualified from this Contest and any of the Sponsor's other promotions. Uploading a Submission constitutes entrant'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, entrant and/or nominee will sign documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant and/or nominee is granting to use the Submission or any portion thereof. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions, which are disqualified in Sponsor's sole discretion. In the event of a dispute as to any entry or as to the owner of any Submission, the authorized account holder of the email address used to register 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. Each entrant may be required to show proof of being an authorized account holder.

### 6. Determination of Finalists:

- **a.** Coca-Cola United Finalist Selection Phase: During the Finalist Selection Phase, **each** participating college will select the 5 nominees with the highest-scoring Submissions (the "Finalists") from among all eligible Submissions received prior to the end of the Nomination Submission Phase based on the following criteria:
  - Quality/Clarity of Detail in Submission (75%);
  - Originality (25%)

In the event of a tie, the nominee who is the subject of the Submission which received the highest score for "quality / clarity of detail in Submission" criterion, as determined by the qualified judges, will be deemed the applicable Finalist. Sponsor reserves the right to select fewer than 50 Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. On or around April 13, 2019, the Sponsor will attempt to notify each Finalist. Each Finalist will be required to submit his/her video recorded personal statement that explains why he or she should be selected for the Coca-Cola United Local Pay it Forward Internship, how he or she would use the internship experience to pay it forward to others, and what changes he or she would like to see in the world and why. He or she must submit the videotaped personal statement by the required deadline in order to move forward in the Contest. Additional requirements and restrictions will be included in the notification.

**b. Coca-Cola United Winner Selection Phase:** During the Coca-Cola United Winner Selection Phase, a panel of qualified judges, determined by Sponsor in its sole discretion, will review the Finalists' videotaped personal statements and select 2 Finalists from each participating college,

with the highest-scoring videotaped personal statements (the "Winners") from among the Finalist videotaped personal statements received based on the following criteria:

- Quality/Clarity of Detail in videotaped personal statement (50%);
- Enthusiasm, eagerness and excitement to participate in the Internship (25%);
  and
- Creativity of submission (25%).

In the event of a tie, the Finalist whose videotaped personal statement received the highest score for "Enthusiasm, eagerness and excitement to participate in the Internship" criterion, as determined by the qualified judges, will be deemed the applicable Finalist. Sponsor reserves the right to select fewer than 2 Finalists from each participating school, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified videotaped personal statements.

7. Winner Requirements: Sponsor will attempt to notify potential winners of the Contest Prizes by email, mail, or phone on or around May 20, 2019. Each of the potential Contest Prize winners will be required to sign and return to Administrator, within 5 business days of the date notice or attempted notice is sent, a Declaration of Compliance, Code of Conduct (including behavior on social media, and Liability and Publicity Release in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator or other Promotional Parties. Each potential Contest Prize winner must also agree to have Sponsor conduct a background check to Sponsor's satisfaction, in order to be eligible to receive a prize. If any potential winner cannot be contacted, fails to complete the steps above within the required time period, fails the background check, as determined by Sponsor, in its sole discretion, or if a prize is returned as undeliverable, he/she forfeits the prize. In the event that there are not a sufficient number of eligible and qualified Submissions, as determined by Sponsor, in its sole discretion, some prizes may remain un-awarded. In the event that a potential Contest Prize winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only 3 alternate Contest Prize winners may be determined, after which the applicable prize will remain un-awarded.

Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission(s) and/or Submission(s) about him or her, videotaped personal statement, and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law, at least through the end of 2019. Without limiting the generality of these Official Rules, each Contest Prize winner and/or the person who nominated him or her agrees to the license specified in Section 5, above, for the Submission and/or the story represented by the Submission as well as the videotaped personal statement, including, without limitation, a license to use the Submission and videotaped personal statement for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission or videotaped personal statement and that Sponsor in its sole discretion shall have the right to refrain from using the Submission or videotaped personal statement. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 12 below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**8. Prizes**: The number of Internships (each, a "Contest Prize"): Each winner will receive a \$1,000 stipend for expenses incurred during the internship.

<u>For All Prizes</u>: No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize or experience for one of equal or greater value. Each winner is responsible for all taxes and fees, if any, associated with prize receipt and/or use.

**9. Publicity:** Except where prohibited, participation in the Contest constitutes each entrant's and each Eligible Nominee's consent, and receipt of any prize constitutes winner's/Eligible Nominee's consent, for the Sponsor and the Sponsor's designees to use entrant's/Eligible Nominee's/winner's name, prize information, likeness, Submission, videotaped personal statement, city and state of residence for promotional purposes in any media without further consideration.

- **10. General Conditions:** If for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winners, from the entries received, or Eligible Nominees nominated, prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor. 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 Contest or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in 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 Contest, entrant agrees to release and hold harmless Coca-Cola Bottling Company United, Inc., The CocaCola Company, CocaCola bottlers, and their respective related companies, parents. subsidiaries, affiliates, and their respective agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing or judging of entries or 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 entrant's participation in the Contest or the use or misuse of any prize (including related travel). 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 Contest 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 Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Submission in the Contest, 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 in these Official Rules 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: Each entrant and each winner agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or its associated winner selection and/or notification shall be resolved individually, without resort to any form of class action, and "exclusively by the United States District Court for the Northern District of Alabama, Central Division, or the appropriate Alabama state court located in Jefferson County, Alabama; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Contest, 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. Winner List:** For a winner list, visit <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</a>. The winner list will be posted after winner confirmation is complete.

### **Abbreviated Rules**

### Abbreviated Rules for TV and Radio

NO PURCHASE NECESSARY. MUST BE LEGAL RESIDENT OF THE 50 US (OR DC), 18 YEARS OR OLDER TO PARTICIPATE. Nominees must be at least 18 years of age and enrolled as a full-time undergraduate college student at a participating school as of 5/24/19 to be eligible. VOID WHERE PROHIBITED. Nominate by 3/31/2019. For Rules and complete details, visit <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</a>.

## **Abbreviated Rules for Print**

NO PURCH NEC. NOMINATORS/NOMINEES MUST BE LEGAL RESIDENTS OF 50 US (OR DC), 18 YEARS OR OLDER. Nominees must be at least 18 years of age and enrolled as a full-time undergraduate college student in good standing at a participating school as of 5/24/19 to be eligible for a Contest Prize. VOID WHERE PROHIB. Submit Nominations by 3/30/18. For Rules, prizes, to nominate, and for complete details, visit <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</a>

### Abbreviated rules for Online Banner Ads

NO PURCHASE NECESSARY. Submit Contest Nominations before 3/29/19. **Nominees must be at least 18 years of age and enrolled as a full-time undergraduate college student in good standing at a participating school as of 5/24/19 to be eligible for a Contest Prize.** For more eligibility requirements, to nominate/enter and for complete details see Official Rules, at <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited-pay-it-forward-internship-application/</a>.

## Super-Abbreviated rules for Online Banner Ads

NO PURCH NEC. Nominate by 3/31/19. For all eligibility, to nominate/enter, and for complete details see Rules, at <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</a>.

## **Abbreviated Rules for Online Non-Banner Ads**

NO PURCHASE NECESSARY. Nominators/nominees must be legal residents of the 50 U.S. (or D.C.), who are 18 years or older at the time of entry. **Nominees must be at least 18 years of age and enrolled as a full-time undergraduate college student in good standing at a participating school as of 5/24/19 to be eligible for a Contest Prize.** VOID WHERE PROHIBITED. Submit Contest Nominations before 3/29/19. To nominate, and for complete details, see Official Rules at <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</a>.

# Super- Abbreviated Rules for Online Non-Banner Ads

NO PURCH NEC. 50 US/DC, 18+ TO PARTICIPATE. **Nominees must be at least 18 years of age and enrolled as a full-time undergraduate college student in good standing at a participating school as of 5/24/19 to be eligible for a Contest Prize. VOID WHERE PROHIB. Nominate by 3/31/19. To nominate, and for all details, see Rules at <a href="https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/">https://cocacolaunited.com/coca-cola-united-pay-it-forward-internship-application/</a>.**