

CBL Malls and Coca-Cola Merry Mallidays Sweepstakes Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. **Eligibility:** The CBL Malls and Coca-Cola Merry Mallidays 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, CBL & Associates Management, Inc., 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 where prohibited by law.
2. **Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.
Administrator: HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
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"), November 2, 2015, ends at 11:59 p.m. ET, December 27, 2015 (the "Promotion Period"), and consists of 8 entry periods (each an "Entry Period") as set forth in the following chart.

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Drawing Date
1	November 2, 2015	November 8, 2015	November 9, 2015
2	November 9, 2015	November 15, 2015	November 16, 2015
3	November 16, 2015	November 22, 2015	November 23, 2015
4	November 23, 2015	November 29, 2015	November 30, 2015
5	November 30, 2015	December 6, 2015	December 7, 2015
6	December 7, 2015	December 13, 2015	December 14, 2015
7	December 14, 2015	December 20, 2015	December 21, 2015
8	December 21, 2015	December 27, 2015	December 28, 2015

Twitter, Inc.'s and Instagram, LLC's computers are the official time-keeping device for this Sweepstakes.

5. **How to Enter: No Purchase Necessary.** There are two ways to enter: (1) During the Promotion Period, grab a Coca-Cola® beverage from a vending machine at any participating mall and Tweet a selfie with the Coca-Cola® beverage on Twitter or on Instagram and include the hashtags #MerryMallidays and #CokeContest (herein, your "Coke Submission"). Or (2) During the Promotion Period, create a sign or a picture and include the hashtags #MerryMallidays and #CokeContest, then take a picture of yourself holding up the sign (your "Alternate Submission"). Collectively, or generically, Coke Submissions and Alternate Submissions are referred to as a "Submission," herein. Taking a photo with a Coca-Cola® beverage will not improve your chances of winning.
 - a. **Twitter:** Log-in to or create your Twitter account. Then, Tweet your Submission. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and its agents. Creating a Twitter account is free, but is subject to its terms and conditions (<https://twitter.com/tos>). **If you post updates to or**

receive updates from www.twitter.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

b. **Instagram:** Log-in to or create your Instagram account. Then create and post your Submission to your Instagram account. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. If you do not have the Instagram App, you may download it through the application store on your mobile device. Your post must be consistent with Instagram's terms (<http://instagram.com/about/legal/terms/#>). **Posting a photo on Instagram requires a mobile device and message and data rates may apply.**

Once your Submission is approved, you will receive 1 entry into the applicable Entry Period.

By posting your Submission, you agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Sweepstakes if it believes your Submission fails to conform.

Guidelines:

- The Submission must be in a format acceptable to the applicable social media channel;
- The Submission must contain the hashtags #MerryMallidays and #CokeContest;
- The Submission description, if any, must be in English; and
- The Submission 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 recognizable individuals included in the Submission (if any) to use their names and likenesses. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- The Submission must not include the image of a child under the age of 13 drinking a Coca-Cola product;
- If a Submission includes the image of a child under the age of 13, the Submission must also include an image of his/her parent/legal guardian;
- 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, or any participating mall, which entrant has a limited license to use to create and upload a Submission in this Sweepstakes, however quotations from movies, actor names, movie titles and the like are permitted subject to the restrictions provided herein;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- The Submission 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.

Limit: 1 Sweepstakes entry per person per day during the Promotion Period. Multiple entrants are not permitted to share the same email address or Twitter or Instagram account. Any attempt by any entrant to obtain more than 1 entry per day by using multiple/different email addresses, identities, Twitter or Instagram accounts, 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 or Twitter or Instagram account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned (i) 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 or (ii) a Twitter or Instagram account as provided by Twitter or Instagram (depending on method of entry). Potential winners may be required to show proof of being the authorized account holders.

Posting and/or publicly sharing 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 Submissions 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 will sign 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 is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions, which may be disqualified in Sponsor's sole discretion.

6. **Drawings:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. Administrator will select the name of each potential winner in a random drawing of all eligible entries received during the applicable Entry Period on or about the dates set forth in the chart in Section 4. *Non-winning entries will carry over into the drawings for subsequent Entry Periods.* The odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period, including any entries that carried over from previous Entry Periods. Sponsor reserves the right to disqualify any potential winner if, in its sole discretion, it finds content on his or her social media pages to be inconsistent with the brand's image (for example, if content is in violation of any of the content restrictions above).
7. **Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. If a potential winner entered through Instagram, he/she will be notified through Instagram via a comment on the Submission and/or a direct message from @HelloWorldinc. If a potential winner entered through Twitter, he/she will be notified by a 2 step process. First, Administrator will reply to each winner's entry Tweet requesting that the potential winners "follow" @HW_Inc within 2 days of when the request was made. Then, Administrator will send a direct message from @HW_Inc to the potential winner's Twitter account used to enter the Sweepstakes with instructions on how to claim his/her prize. Each potential Grand 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 ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. In the event that a potential prize winner cannot be contacted, fails to complete the Declaration or provide the requested information, 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:

8 GRAND PRIZES (1 per Entry Period): The "Ultimate Holiday Shopping Spree" fulfilled in the form of a \$1,000 gift card. Approximate Retail Value ("ARV"): \$1,000.

Terms and conditions of gift cards apply. 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. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person. Total ARV: \$8,000.

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 (or entrant's parent/legal guardian if entrant is deemed a minor in his/her state of residence) agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, CBL & Associates Management, Inc., Twitter, Inc., Instagram, LLC, HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, shareholders, 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. 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. Winner List:** For a winner list, visit bit.ly/1UEYEEp. The winner list will be posted after winner confirmation is complete.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. The entrants are providing information to Sponsor and Administrator and not to Instagram or Twitter.