

COCA-COLA AND JIMMY JOHN'S UNIVERSAL ORLANDO RESORTS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Coca-Cola and Jimmy John's Universal Orlando Resorts Sweepstakes (The "Sweepstakes") is open only to legal residents of 50 U.S. and DC ("eligibility area") who are Jimmy John's Freaky Fast Rewards[®] members, 18 years of age or older as of date of entry ("Entrant"). To for a free Jimmy John's Freaky Fast Rewards® sign up account, visit https://online.jimmyjohns.com/signup. Void outside the eligibility area and where prohibited by law. Employees of The Coca-Cola Company (the "Sponsor"), Coca-Cola bottlers, Jimmy John's Franchisor SPV, LLC and its franchisees, Universal City Development Partners, Ltd. d/b/a Universal Orlando Resort ("Universal"), Don Jagoda Associates, Inc. ("Administrator"), Inspire Brands, Inc., and their respective subsidiaries, parent, divisions, franchisees, promotional partners, agencies, affiliates, advertising and promotion agencies (collectively, the "Released Sweepstakes Parties") as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible to participate. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

Agreement to Official Rules: Participation constitutes Entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

- Sweepstakes Period: The Sweepstakes begins at 12:00 am Eastern Time ("ET") on November 21, 2022 and ends at 11:59 pm ET on December 11, 2022 ("Sweepstakes Period"). Jimmy John's servers are the official time-keeping devices for the Sweepstakes.
- **3.** How to Enter: Participation Requirements: To enter the Sweepstakes via either method below, you must have an active Jimmy John's Freaky Fast Rewards[®] account ("Account"). If you do not have an Account, you can sign up at: https://online.jimmyjohns.com/signup. An Account is free, but subject to its Terms and Conditions and its Privacy Policy located here: https://www.jimmyjohns.com/privacy-policy/.

During the Sweepstakes Period, there are two (2) ways to enter, as follows:

- Enter via Qualifying Purchase using your account: During the Sweepstakes Period, Entrants will automatically receive one (1) entry ("Purchase Entry") into the Sweepstakes when they purchase a Coca-Cola fountain drink and or/bottle ("Qualifying Purchase") using their Jimmy John's Freaky Fast Rewards[®] account at checkout. Entrants will not receive an acknowledgement that their entry was received. You can purchase in a Jimmy John's restaurant or by placing a Jimmy John's online order.
 - If you make a Qualifying Purchase at a Jimmy John's restaurant location, you must provide your Account information at check out to receive a Sweepstakes entry;



- If you make a Qualifying Purchase by an online order, you must be logged into your Account at the time that you place the order to receive a Sweepstakes entry. If you make a Qualifying Purchase by an <u>online order</u>, you must be logged into your Account at the time that you place the order to receive a Sweepstakes entry.
- <u>Enter via Email</u>: To enter without making a purchase, send an email to coca-colaamoe@dja.com with the subject line: "Coca-Cola and Jimmy John's Universal Orlando Resorts Sweepstakes". The email must include your name, full mailing address, date of birth and primary phone number. Emailed entries must be received by 11:59 pm ET December 11, 2022 ("Emailed Entry"). There is a limit of one email address per person. Incomplete and/or inaccurate Emailed Entries are void.

<u>Limit</u>: Purchase Entries and Emailed Entries will be collectively referred to as "**Entry**" or "**Entries**". Limit two (2) Entries, per person per day regardless of method of Entry.

Any attempt by any Entrant to obtain more than the stated number of Entries 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 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 winner may be required to show proof of being the authorized account holder.

- 4. Selection of Winner/Odds: One (1) Grand Prize winner will be selected in a random drawing on or about December 15, 2022 from among all eligible Entries received. Drawing will be conducted by the Administrator, an independent judging organization whose decisions are final and binding on all matters related to the Sweepstakes. The odds of winning the prize depend on the total number of eligible Entries received during the Sweepstakes Period.
- 5. Winner Notification: The potential Grand Prize winner will be required to sign and return a Declaration of Eligibility and Liability Release and except where prohibited, publicity release ("Declaration") within five (5) days of notification in order to be confirmed the Grand Prize winner. If the potential Grand Prize winner fails to return the completed Declaration within five (5) days or Declaration is returned as undeliverable, Entrant shall be deemed to be ineligible, and the prize will be forfeited and an alternate potential winner will be selected. Declarations will be sent via email. Return of any prize notification as undeliverable may result in disqualification and alternate selection. If an Entrant is disqualified for one of the reasons mentioned above and an alternate is selected, the alternate must complete and return the required documents in the timeframe specified. Up to three (3) alternates may be selected.
- 6. Prize/Approximate Retail Value ("ARV"): Grand Prize (1): A Universal Orlando Resort Vacation Package for winner and up to three (3) travel companions. The package includes round trip economy air transportation for winner and up to three (3) travel companions from a major airport



near winner's home (determined by Universal in its sole discretion) to Orlando, Florida. Ground transportation for winner and up to three (3) travel companions from/to the airport in Orlando, Florida and to/from the hotel. Hotel accommodations, room and tax only, for winner and up to three (3) travel companions in the form of one (1) standard room (quadruple occupancy) at one of the Universal Orlando Resort hotels (room and hotel to be selected by Universal in its sole discretion) for three (3) consecutive nights. Hotel accommodations do not include meals, incidentals, tips, telephone calls, souvenirs, or any other personal expenses incurred during the trip, not specified here. The package also includes up to four (4) 3-park, 3-day park-to-park tickets and admission to Universal Studios Florida and Universal's Islands of Adventure theme park, and Universal's Volcano Bay water theme park. The winner will also receive \$500 for spending money, awarded in the form of a check (ARV: \$6,000) (provided by Sponsor). The Grand Prize winner is solely responsible for all taxes in connection with the prize (if applicable), including without limitation federal, state and local taxes, and the reporting consequences thereof. The Grand Prize winner will be issued a 1099 tax form for the actual value of prize.

Trip must be completed by December 11, 2023 or Prize will be forfeited. Travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. Travel dates are subject to Universal and Sponsor approval. Reservations are subject to availability. Trip must be booked at least sixty (60) days prior to intended departure date. If Grand Prize winner elects to partake in any or all portions of his/her Prize with no travel companions, the Prize will be awarded to Grand Prize winner only and any participating travel companions and any remainder of the prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. If Grand Prize winner is between the ages of eighteen (18) and twenty-one (21), he/she must be accompanied by an adult of at least twenty-one (21) years of age in order to check into the hotel. Unless child or ward of Grand Prize winner or one of the travel companions, each travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as the Winner. FMV of Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated FMV and final FMV of Prize will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of Grand Prize winner. Grand Prize winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, baggage fees, and security charges. Grand Prize winner and travel companions are responsible for obtaining, at their own expense, any necessary travel documentation (i.e. valid photo identification, visas, passports, etc.) prior to travel. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Universal.

In connection with any visit to Universal Orlando Resort, please be advised that Universal's policies, CDC guidelines, and the recommendations of health officials must be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any Universal destination. **Please note**



that any public location where people are present provides an inherent risk of exposure to COVID-19, and Universal cannot guarantee that any person will not be exposed during a visit.

Airline carrier's regulations and conditions apply. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. The Grand Prize winner and respective travel companion(s) must travel together on the same itinerary. All travelers must have valid travel documents prior to departure (i.e., REAL ID, passport or other TSA-approved ID; visit www.tsa.gov for a list of TSA-approved IDs). Travel companions must complete a Release of Liability prior to departure. Failure to obtain required travel documents by Grand Prize winner and travel companion(s) may result in forfeiture of Prize and alternate potential winner selection, by random drawing from among all remaining eligible entries received. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, insurance, telephone charges, room service and laundry services, personal expenses, gratuities, entertainment, transfers, incidental charges, or any other items not specifically described in these Official Rules, any transportation not mentioned within the above prize description and all expenses for any of the foregoing are the sole responsibility of the Grand Prize winner. If prize becomes unavailable, Sponsor and/or Universal will substitute a prize of equal or greater retail value. No transfer, cash or other substitution of a prize is permitted except Sponsor may substitute prize in whole or in part for one of comparable or greater retail value for any reason. In the event Grand Prize winner and/or travel companion(s) engages in behavior during travel that (as determined by Sponsor and/or Universal in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor and/or Universal, or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor and/or Universal reserves the right to terminate their travel early, and send the Grand Prize winner and travel companion(s) home with no obligations or compensation to the winner. The Grand Prize winner and travel companion(s) must also pass any required medical testing and comply with any additional requirements, at any time, that may be required or recommended by any government agency, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. The Grand Prize winner and travel companion(s) may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel. To be considered fully vaccinated, Grand Prize winner and travel companion(s) must have received their second dose of Pfizer/Biontech, Moderna or single dose of Johnson & Johnson vaccine no later than 15 days prior to travel. The following are acceptable as proof of full vaccination against COVID-19: CDC Vaccination card, photocopy of a vaccination card or a photograph stored on a phone or electronic device, digital government-issued vaccination pass, such as Healthvana or digital Covid-19 vaccine record, or documentation of full vaccination from a healthcare provider that includes the name of the person vaccinated and confirms that the person is fully vaccinated against COVID-19. Do not enter the premises if you have been diagnosed with Covid-19 or have been exposed to someone who has been diagnosed with Covid-19. All taxes related to the prize are the sole responsibility of the winner.

7. General 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, whose



decisions are final and binding in all matters related to the Sweepstakes. Any normal Internet/phone access and data/usage charges imposed by Entrants' online/phone service will apply and are Entrants' sole responsibility. Sponsor is not responsible for any compatibility issues with Entrant's device/browser used for Entry. Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. Entrants associated with potential winning Entries may be required to show proof of being the authorized account holder of the email address assigned by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Entries specifying an invalid, non-working, or inactive email address may be disqualified. No information regarding Entries, other than as otherwise set forth in these Official Rules will be disclosed. Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, or misdirected Entries; or other error of any kind whether human, mechanical, or electronic. CAUTION: Any attempt to deliberately damage any web site/device, or undermine the legitimate operations of the Sweepstakes, is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such participant to the fullest extent permitted by law and to disqualify such Entrant from the Sweepstakes. In the event the Sweepstakes is compromised or impaired in any way for any reason, including but not limited to, fraud, virus, bug, unauthorized human intervention, outbreak of widespread illness, pandemic, or other similar occurrence, civil unrest or any other problem or other causes beyond the control of Sponsor that corrupts or impairs the administration, security, fairness, or proper play of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes and select the Grand Prize winner from among all eligible Entries received prior to cancellation. Sponsor is not responsible for lost, late, misdirected, corrupted, or incomplete Entries. Proof of submission is not proof of receipt by Sponsor. By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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 Official Rules shall not constitute a waiver of that provision. By participation in the Sweepstakes, Entrants and the Grand Prize winner release and hold harmless the Released Sweepstakes Parties from and against any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize.

Disputes: Entrant agrees that: (a) he/she releases and will defend, indemnify and hold harmless
the Released Sweepstakes Parties from and all any and all Claims (excluding Universal Trip Prize
Claims); (b) Claims arising out of or connected with this Sweepstakes, or any prize awarded shall



be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Atlanta, GA; (c) Entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Georgia for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (d) any and all Claims, judgments, and awards shall be limited to actual damages of no more than \$100, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (e) 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 LIMITATION 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 Entrants or the Released Sweepstakes Parties in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Georgia, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

- 9. Privacy Policy: Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor and shared with third parties involved in administration of the Sweepstakes in accordance with the Sponsor's online Privacy Policy posted at <u>https://us.coca-cola.com/privacypolicy</u>. The Entrant agrees to the collection, processing and storage of his/her personal data by Sponsor for the purposes of the Sweepstakes.
- **10. Winner List:** For a list of the winner, available after January 12, 2023, send an email to: Winners@dja.com with WINNERS & 01-2775-48 as the subject line.
- **11. Sponsor/Administrator:** Sponsor of the Sweepstakes is The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313. Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.
- 12. Prize Provider: Universal is a prize provider only in this Sweepstakes; are not sponsors of this Sweepstakes; and are not responsible for the administration of the Sweepstakes, the collection of the entries or the conduct of the drawing. Any disputes, claims, and causes of action against Universal arising out of or relating to any person's use of or participation in any portion of the prize provided by Universal ("Universal Trip Prize Claims") shall be resolved by applying the laws of Florida, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Orange County, Florida. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.