



**COCA-COLA / BASHAS' HARKINS THEATRES SWEEPSTAKES
OFFICIAL RULES
NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

1. **ELIGIBILITY:** The Coca-Cola/Bashas' Harkins Theatres Sweepstakes ("Sweepstakes") is open only to legal residents of Arizona and New Mexico who are 18 years of age or older at the time of entry. Employees of Swire Coca-Cola, USA ("Sponsor") and its "Promotional Participants" (i.e., The Coca-Cola Company, Coca-Cola Bottlers, Bashas' Supermarkets, Harkins Administrative Services, Inc., Gage Marketing Group, LLC and each of their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and suppliers involved in this promotion) and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible to enter or win a prize. Void outside Arizona and New Mexico and where prohibited by law. This Sweepstakes is subject to all federal, state and local laws and regulations. Past winners whose prize winnings exceed \$600 in the previous twelve (12) months, whether in one or more sweepstakes presented and/or sponsored by Swire Coca-Cola, USA, are not eligible to enter or win a prize in this promotion.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in this Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.
3. **TWO WAYS TO ENTER:**
 - A. Beginning at 12:00:00 AM Pacific Time (PT) on 10/4/17 until 11:59:59 PM PT on 10/31/17 (the "Promotion Period"), each time you visit a participating Bashas' Supermarket and use your Thank You Rewards Card with the purchase of \$10 worth of the following sizes or packages of The Coca-Cola Company products; Dr Pepper/7Up, Inc products: 20-pack/12 oz. cans, 12-pack/12 oz. cans, 6-pack/.5L, 8-pack/12 oz., or 2L bottles of sparkling soft drinks; 6-pack-7.5oz cans; 1L bottles and 6-pack .5L of Glacéau Smartwater® -- in one single transaction (plus tax, CRV and deposit as applicable), you will receive one (1) entry into the Sweepstakes. Limit one (1) entry per Rewards Card per transaction.
 - B. To enter without making a purchase, on a plain piece of 3" x 5" paper, hand print your complete name, street address (no P.O. Boxes), city, state, ZIP code, daytime phone number and age. (If you do not have a phone, indicate "No Phone." Failure to comply with this or any other Official Rule will result in disqualification.) Mail entry in a hand addressed, business-size (#10) envelope with first-class postage affixed, to: Coca-Cola/Bashas' Harkins Theatres Sweepstakes, Swire Coca-Cola, Marketing Dept., 12634 S 265 W, Draper, UT 84020. Entries must be received by 11/6/17. Limit one (1) entry per stamped envelope. No mechanically reproduced entries permitted. Illegible and/or incomplete entries are void.
4. **RANDOM DRAWING/WINNER NOTIFICATION:** Potential prize winners will be selected in a random drawing held on or about 11/7/17 from among all eligible entries received. Odds of winning depend on the number of eligible entries received. Limit one (1) prize per person/household. Potential winners will be notified by phone and/or express courier. Potential winners must sign and return an Affidavit of Eligibility/Release of Liability form within seven (7) days of notification. If a potential prize winner cannot be contacted, or he/she does not respond by designated deadlines or if Sponsor is unable to leave/send a message, or if any prize/prize notification is returned as undeliverable such potential winner will be automatically disqualified and an alternate potential winner may be selected.
5. **PRIZES & APPROXIMATE RETAIL VALUE ("ARV"):** Eight (8) Grand Prizes – a "Year of FREE Movies" at Harkins Theatres awarded in the form of one hundred and four (104) single admission movie passes. ARV: \$832 each prize. Passes are valid for any regular priced show and films that are designated Special

Engagement. Passes are valid for 3D films and the Cine Capri starting before 6 PM. Passes are upgradeable for 3D films and Cine Capri starting after 6 PM and for all IMAX films for an additional charge. There may be a surcharge at Imax, Camelview and 3D movies. Not valid for Alternative Event Programming. Passes do not expire. The Sponsor and Promotional Participants are not responsible for lost or stolen passes. Prizes consist of only the items specifically listed as the prize. No cash redemption, substitution, or transfer of prize by winner permitted. Sponsor reserves the right to substitute prize of equal or greater value.

6. **TAXES:** The ARV of the prizes stated above is based on available information provided to the Sponsor, and the ARV of the prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with the prize that are not specifically provided for in the official rules. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes from the Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. Winners are advised to seek independent counsel regarding the tax implications of his/her respective prize winnings.
7. **PUBLICITY:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor to use winner's name, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration.
8. **RELEASE AND LIMITATIONS OF LIABILITY/GENERAL RULES:** Except where prohibited, by participating in this Sweepstakes, entrants agree to release and hold harmless, Swire Coca-Cola, USA, The Coca-Cola Company, Coca-Cola Bottlers, Bashas' Supermarkets, Harkins Administrative Services, Inc., Gage Marketing Group, LLC and their respective parent companies, subsidiaries, affiliates, promotional partners, representatives, shareholders, successors, assigns, 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 or attempt to participate in the Sweepstakes or receipt or use of any prize, or any prize related activity, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, electronic network, computer or data transmission errors, outdated or incorrect data or for electronic, network or computer/scanner failures or malfunctions, cards scanned incorrectly, or other technical errors of any kind; (c) printing errors; incorrect announcements of any kind; (d) errors in the administration of the Sweepstakes or the processing of entries; lost, late, damaged, delayed, incomplete, unintelligible or misdirected entries, postage due entries or entries not received by the entry deadline; or (e) 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, use or misuse of any prize or prize related activity or 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 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. Sponsor reserves the right to cancel or modify the promotion if fraud, misconduct or technical failures destroy the integrity of the promotion or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by Sponsor, in its sole discretion. If entry via Rule 3A is so cancelled, prizes will be awarded in a random drawing from among all eligible entries received via the Rule 3A prior to the time of termination and all eligible entries received via Rule 3B. For purposes of determining eligibility and awarding prize, entries made via the Rule 3A will be declared made by the authorized account holder, regardless of who actually made the purchase. A potential winner may be requested to provide Sponsor with proof that the participant is the authorized account holder of the rewards phone number associated with the selected entry. Any use of robotic, automatic, programmed or the like methods of participation will void all submissions by such methods. No more than the stated number of prizes will be awarded. All materials submitted become the property of the Sponsor and will not be returned. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.
9. **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 resorting to

any form of class action, and exclusively by the United States District Court for Salt Lake City, Utah or the appropriate Utah State Court; 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 Promotion, 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's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules (whether of the State of Utah or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Utah.

10. WINNERS LIST: For the names of the winners, available after 11/8/17, send a separate, self-addressed, stamped (#10) envelope to: Coca-Cola/Bashas' Harkins Theaters Winners List Sweepstakes, Swire Coca-Cola, Marketing Dept., 12634 S 265 W, Draper, UT 84020, to be received by 11/30/17.
11. SPONSOR: Swire Coca-Cola, USA, 12634 S 265 W, Draper, UT 84020. The Coca-Cola Company is not a sponsor of this Promotion.
ADMINISTRATOR: Gage Marketing Group, LLC, 10000 Highway 55, Minneapolis, MN 55441.

Abbreviated Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. Open only to residents of Arizona and New Mexico, 18+ at time of entry. Void outside Arizona, New Mexico & where prohibited by law. Past winners whose prize winnings exceed \$600 in the previous 12 months, whether in 1 or more sweepstakes presented and/or sponsored by Swire Coca-Cola, USA, are not eligible to enter or win a prize in this promotion. Sweepstakes starts 10/4/17 & ends 10/31/17. To enter without making a purchase, on a 3" x 5" paper, print name, address (no P.O. Boxes), phone number & age and mail to: Coca-Cola/Bashas' Harkins Theatres Sweepstakes, Swire Coca-Cola, Marketing Dept., 12634 S 265 W, Draper, UT 84020, to be received by 11/6/17. Subject to complete Official Rules www.swirecc.com/BashasHarkinsSweepstakes. Sponsor: Swire Coca-Cola, USA, Draper, UT.