

## 2017 Sprite & KIA Giveaway Sweepstakes

### Official Rules

NO PURCHASE, PAYMENT OR SUBMISSION TO A SALES PROMOTION IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **Eligibility:** The 2017 Sprite & KIA Giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents (natural persons only) of North Carolina, South Carolina, the District of Columbia, Maryland, and Virginia who are 18 years of age or older at the time of entry. Employees and non-employee contract workers for The Coca-Cola Company, Coca-Cola Bottling Co. Consolidated ("Sponsor"), other Coca-Cola bottlers, Harris Teeter, LLC, KIA Motors America, Inc., other prize providers and agencies involved in the development or execution of this Sweepstakes or any of its materials, or their respective affiliated companies, and the immediate family (spouse, parents, siblings, and children) and household members of each such person, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside of the listed jurisdictions and where prohibited by law.
2. **Sponsor:** Coca-Cola Bottling Co. Consolidated, 4100 Coca-Cola Plaza, Charlotte, NC 28211.
3. **Agreement to Official Rules:** By claiming any prize or otherwise participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of the Sponsor and any administrators or judges selected by the Sponsor, which are final in all matters related to the Sweepstakes.
4. **Promotion Period:** The Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET"), March 1, 2017 and ends at 11:59:59 p.m. ET, March 28, 2017 (the "Promotion Period"). Sponsor's designated computer is the official time-keeping device for this Sweepstakes.
5. **How to Enter:** *You must be a Harris Teeter VIC cardholder in order to participate in this Sweepstakes through the automatic purchase method of entry. VIC cards can be obtained upon application at all participating Harris Teeter stores and are free of charge. VIC Cards that are stolen, fraudulent, tampered with or otherwise altered are not eligible for use in the Sweepstakes. There are two (2) ways to enter the Sweepstakes:*
  - a) **Make a Purchase at a Participating Harris Teeter Using Your VIC Card:** During the Promotion Period, visit any participating Harris Teeter store and make a purchase of any size using your VIC card. For each check-out transaction that includes a purchase of one or more items using your VIC card, you automatically will receive one (1) entry into the drawing for the Sweepstakes, subject to a maximum of seven (7) entries per person, per day.
  - b) **Free Alternative Mail-In Method of Entry:** During the Promotion Period, to enter without making a purchase, hand print your full name, street address (no P.O. Boxes), day/evening/cellular phone number (if any), email address, full 11-digit VIC card number (if you are a VIC cardholder), and age on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "2017 Sprite KIA Giveaway Sweepstakes – Sweeps Entry," c/o Harris Teeter, LLC, P.O. Box 10100, Matthews, NC 28106. All mail-in entries must be postmarked by March 28, 2017 and received by March 31, 2017. No purchase, or possession or use of a VIC card is necessary to enter by mail. For each valid mail-in entry received, you will receive one (1) entry into the drawing for the Sweepstakes. Limit: one (1) entry per stamped outer envelope received. All mail-in entries must be handwritten and postmarked and received by the dates specified above. All entries become the exclusive property of Sponsor and none

will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due mail-in entries, all of which will be disqualified.

**Entry Limit:** Entrants may receive a maximum of seven (7) entries into the Sweepstakes per person, per day during the Promotion Period regardless of the entry method or combination of entry methods used. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Any use of a script, macro, robotic, repetitive, automatic, programmed or similar entry method or agent (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 associated with a VIC card, the authorized account holder of the email address associated with the VIC card 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 winners may be required to show proof of being the authorized account holders. Sponsor reserves the right, in its sole discretion, to void any entries of entrants and disqualify such entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes and/or who are in violation of these Official Rules.

6. **Drawing Date and Odds of Winning:** On or about April 3, 2017, Sponsor or its designated administrator will select the name of the potential winner in a random drawing from among all eligible entries received. The potential winner will be notified by email, mail or phone. The odds of winning a prize depend on the number of eligible entries received.
7. **Requirements of Potential Winner:** The potential winner must complete and return an affidavit of eligibility, liability and publicity release and IRS Form W9 (including a valid social security number). These documents must be notarized and returned to Sponsor or its designated administrator within three (3) days of the date the documents are sent. In the event that a potential winner does not contact Sponsor to claim the prize within 24 hours of first attempted notification, forfeits the prize, or is disqualified for any reason, if time permits, Sponsor or its administrator reserves the right to select a substitute potential winner in a random drawing from among all remaining eligible entries received, and Sponsor may repeat this process as appropriate up to 2 times. If the substitute potential winners are disqualified, forfeit the prize, or do not respond to claim the prize within 24 hours of first attempted notification, the prize will not be awarded. A potential winner will be deemed ineligible if: (i) he/she does not comply with these Official Rules; or (ii) if his/her notification is returned as undeliverable.
8. **Prize:** A single Grand Prize will be awarded in this Sweepstakes consisting of a 2017 Kia Optima SX Turbo Model 55282 ("Vehicle") with an approximate retail value (ARV) of \$32,840. Sponsor will determine all features of Vehicle including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. The Vehicle will be delivered solely with the express manufacturer's written limited warranties set forth in the Vehicle's applicable Owner's Guide, which warranties shall run for the term set forth in said Owner's Guide. Sponsor neither makes, nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Vehicle, including but not limited to its quality, fitness for purpose or mechanical condition. Winner must be a licensed driver and will be required to provide proof of automobile liability insurance at time of delivery. Winner is responsible for title, license, taxes, registration, auto insurance and other fees associated with Vehicle prize. Winner is solely responsible for all expenses, travel, and other costs associated with picking up the Vehicle and must personally take possession of the Vehicle from the dealership designated by Sponsor. The Vehicle will be delivered to the winner at a KIA dealership in the winner's state of residence (or other location

within 100 miles of winner's residence) to be selected by Sponsor. Winner must present a valid driver's license and proof of insurance at the time of delivery to take possession of the prize Vehicle and vehicle title. No cash or other substitution, exchange or transfer of prize by winner is permitted. Sponsor reserves the right to substitute prize for one of equal or greater value. The winner is responsible for all taxes and fees associated with prize receipt and/or use. Subject to availability, Vehicle delivery will be scheduled for a date within 140 days of the final determination of a winner. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. No cash or other substitution, exchange, or transfer of the prize is permitted by winner. The prize is subject to availability and Sponsor reserves the right to substitute any prize for one of equal or greater retail value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per person.

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, video, voice, any comments, testimonials or other feedback related to prize or Sweepstakes experience, whether written or oral, 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, tampering, human error or technical problems, 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 suspects 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 agree to release and hold harmless Coca-Cola Bottling Co. Consolidated, The Coca-Cola Company, KIA Motors America, Inc., Coca-Cola bottlers, Harris Teeter, LLC, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or the award, receipt or use of any prize, including, but not limited to claims arising from: (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, by entrant's participation in the Sweepstakes or receipt or use 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 to replace. 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 a single Vehicle will be awarded under any circumstances. In the event that production, technical, seeding, printing, programming or other errors cause more than the stated number of prizes as set forth herein to

be announced and/or claimed, Sponsor reserves the right to award only a single prize 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 exclusively by the United States District Court for the Western District of North Carolina (Charlotte Division) or the appropriate North Carolina state court located in Mecklenburg County, North Carolina; 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 North Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.
- 13. Winner List:** For the name and hometown of the winner (available after 4/15/17), send a self-addressed stamped (#10) envelope to Sprite & KIA Giveaway Sweepstakes Winner List, Harris Teeter, LLC, P.O. Box 10100, Matthews, NC 28106.

Exhibit B

Affidavit

[To be inserted]