

BASHAS' HARKINS YEAR OF MOVIES SWEEPSTAKES
OFFICIAL RULES
NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING
MESSAGE AND DATA RATES MAY APPLY TO ENTRY VIA TEXT MESSAGE

BY SUBMITTING AN ENTRY VIA TEXT MESSAGE, ENTRANTS CONSENT TO RECEIVE UP TO FIVE (5) TEXT MESSAGES VIA AUTOMATED TECHNOLOGY FROM THE SPONSOR REGARDING THIS SWEEPSTAKES. ENTRANTS WILL BE GIVEN THE OPPORTUNITY TO "OPT OUT" (OR UNSUBSCRIBE) EACH TIME THEY RECEIVE A TEXT MESSAGE BY SENDING "STOP" TO SHORTCODE 55678.

CANCELLATION BY THIS METHOD WILL NOT ELIMINATE AN OTHERWISE VALID ENTRY INTO THE SWEEPSTAKES. FOR HELP AT ANY TIME, TEXT "HELP" TO SHORTCODE 55678. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.

1. **ELIGIBILITY:** The Bashas' Harkins Year of Movies Sweepstakes ("Sweepstakes") is open only to legal residents of Arizona who are 18 years of age or older at the time of entry. Employees of Swire Coca-Cola, USA ("Sponsor") and the "Promotional Participants" (i.e., The Coca-Cola Company, Coca-Cola Bottlers, participating Bashas' Supermarkets and Bashas' Dine stores, Harkins Administrative Services, Inc., Gage Marketing Group, LLC, and its member associations and each of their respective related parent companies, affiliates, subsidiaries, agents, advertising and promotion agencies and suppliers that are involved in the development or execution of this Sweepstakes) and each of 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 spouses of each) and/or those living in the same household of each are not eligible to enter or win a prize. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside of Arizona and where prohibited by law. 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. **ENTRY PERIOD:** The Sweepstakes begins on 5/01/19 and ends at 11:59 p.m. Mountain Time ("MT") on 7/09/19. There are ten (10) weekly drawing periods ("Weekly Drawing Periods") as listed in the chart in Rule #5. Entries must be submitted by the Weekly Drawing Period end date/time or received by the Weekly Mail received by date in order to be eligible for such Weekly Drawing Period.
4. **TWO WAYS TO ENTER:**
 - A) At participating Bashas' locations during any of the Weekly Drawing Periods, purchase \$10 worth of participating products* in one single transaction (plus tax, CRV and deposit as applicable), to receive a text code at checkout.

*Participating products include:

Dr Pepper products: 12-pack/12 oz., 8-pack/12 oz., 8-pack/20 oz.

Coca-Cola products: 12-pack/12 oz., 8-pack/12 oz., 8-pack/20 oz.

Powerade products: 8-pack, 32 oz.

Smartwater products: 1L

Enter from your text messaging enabled wireless phone by texting the text code to the shortcode 55678 by 11:59 p.m. MT on 7/09/19. Once your text message is received, you will receive a reply text message asking you to indicate your date of birth (MM/DD/YYYY) and the 2-letter U.S. postal abbreviation for your state of residence. After you reply to that text message with an eligible date of birth and state of residence, a reply message will be sent to you and you will receive one (1) entry into the Sweepstakes. If you do not reply with an eligible date of birth and state of residence, you will not receive an entry into the Sweepstakes.

The text messaging method of entry is designed to work with most of the major wireless carriers in the United States, but Sponsor makes no guarantee that any particular wireless service provider will participate. The wireless phone that is used must be capable of sending and receiving text messages. Entrants should check their phone's features to see if they have that capability. **Wireless service**

providers may charge entrants for each text message sent or received, including any error message that is sent or received in connection with the Sweepstakes. Entrants should consult their wireless service provider’s pricing plan for details. Proof of sending a text message is not considered proof of delivery to or receipt by Sponsor of entry. By submitting an Entry via text message, Entrants consent to **receive up to five (5) text messages via automated technology** from the Sponsor regarding this Sweepstakes. Entrants will be given the opportunity to **“opt out”** (or unsubscribe) each time they receive a text message by sending **“STOP” to shortcode 55678**. Cancellation by this method will NOT eliminate an otherwise valid Entry into the Sweepstakes. **For help at any time, text “HELP” to shortcode 55678**. Consent is not required to buy goods and services. Your participation in the Sweepstakes is subject to the Sponsor’s Privacy Policy, which can be viewed by visiting <http://www.swirecc.com/sccprivacypolicy> and text Administrator’s Mobile Terms and Conditions at http://client.ivationmobile.com/terms_of_use.asp.

- B) ALTERNATE METHOD OF ENTRY: To enter without purchasing or using a text messaging enabled wireless phone, on a plain piece of 3” x 5” paper, hand print your complete name, street address (no P.O. Boxes), city, state, ZIP code, date of birth (mm/dd/yy), plus daytime phone number. Mail entry in a hand-addressed, business-size (#10) envelope with first-class postage affixed, to: Bashas’ Harkins Year of Movies Sweepstakes, Swire Coca-Cola, Marketing Dept., 12634 S 265 W, Draper, UT 84020. Entries must be postmarked by the mail postmarked by date and received by the mail received by date listed in #5 below to be included in a Weekly Drawing Period. No mechanically reproduced entries permitted. Illegible or incomplete entries are void.

Limit one (1) entry per person, regardless of method of entry. Multiple participants are not permitted to share the same text messaging enabled wireless phone. Any attempt by an Entrant to obtain more than one (1) entry by using multiple text messaging capable devices or any other methods, will void all of that Entrant's attempted Entries and that Entrant may be disqualified.

5. WEEKLY RANDOM DRAWINGS/WINNER NOTIFICATION: One (1) Potential prize winner will be randomly selected in each of the Weekly Drawing Periods from among all eligible entries received for each Weekly Drawing Period. Random Drawings will be held on or about the dates listed in the table below. **Non-winning entries will not carry over to subsequent Weekly Drawing Periods, if any.** Odds of winning depend on the number of eligible entries received per Weekly Drawing Period.

Weekly Drawing Period	Text Entry Start Date - Time	Text Entry End Date – Time	Mail postmarked by date	Mail received by dates	Weekly Drawing Dates
Week 1	5/01/19	5/07/19 - 11:59 p.m. MT	5/07/19	5/10/19	5/13/19
Week 2	5/08/19 - 12:00 a.m. MT	5/14/19 - 11:59 p.m. MT	5/14/19	5/17/19	5/20/19
Week 3	5/15/19 - 12:00 a.m. MT	5/21/19 - 11:59 p.m. MT	5/21/19	5/24/19	5/27/19
Week 4	5/22/19 - 12:00 a.m. MT	5/28/19 - 11:59 p.m. MT	5/28/19	5/31/19	6/03/19
Week 5	5/29/19 - 12:00 a.m. MT	6/04/19 - 11:59 p.m. MT	6/04/19	6/07/19	6/10/19
Week 6	6/05/19 - 12:00 a.m. MT	6/11/19 - 11:59 p.m. MT	6/11/19	6/14/19	6/17/19
Week 7	6/12/19 - 12:00 a.m. MT	6/18/19 - 11:59 p.m. MT	6/18/19	6/21/19	6/24/19
Week 8	6/19/19 - 12:00 a.m. MT	6/25/19 - 11:59 p.m. MT	6/25/19	6/28/19	7/01/19
Week 9	6/26/19 - 12:00 a.m. MT	7/02/19 - 11:59 p.m. MT	7/02/19	7/05/19	7/08/19
Week 10	7/03/19 - 12:00 a.m. MT	7/09/19 - 11:59 p.m. MT	7/09/19	7/12/19	7/15/19

Potential winners will be notified by phone. If applicable, one text or voicemail message will be left and potential winner must respond to the message to confirm eligibility within forty-eight (48) hours of receipt of message (specified date and time will be indicated in message). If a potential prize winner cannot be contacted, or he/she does not respond by designated deadline or if Sponsor is unable to leave/send a message, such potential winner will be automatically disqualified and an alternate potential winner may be selected.

6. TEN (10) PRIZES (ONE PER WEEKLY DRAWING PERIOD) AND APPROXIMATE RETAIL VALUES (“ARV”): each winner will receive - a “Year of FREE Movies” at Harkins Theatres awarded in the form of fifty-two (52) single-admission GOLD VIP TICKETS. ARV: \$520 each prize. Restrictions may apply. See GOLD VIP TICKET for details. Pass expires 12 months from the issue date. The Sponsor and Promotional Participants are not responsible for a lost or stolen pass. Prize consists of only the item specifically listed as the prize. No cash redemption, substitution, or transfer of prize by winner permitted. Sponsor reserves the right to substitute prize

with a prize of equal or greater value. No substitution, cash redemption or transfer of prize by winners permitted. All federal, state and local taxes are the sole responsibility of each winner.

7. **PUBLICITY:** Except where prohibited, participation in the Sweepstakes and acceptance of a prize constitutes winner'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 the Sweepstakes, entrants agree to release and hold harmless Swire Coca-Cola USA, The Coca-Cola Company, Coca-Cola Bottlers, Bashas' Supermarkets, Bashas' Dine stores, Harkins Administrative Services, Inc., Gage Marketing Group, LLC and their respective parents, subsidiaries, affiliates, promotional partners, prize providers, 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, including, but not limited to (a) unauthorized human intervention in the Sweepstakes; (b) printing errors or incorrect announcements of any kind; (c) errors in the administration of the Sweepstakes or the processing of entries; (d) lost, late, damaged, delayed, mutilated, postage due, incomplete, invalid, illegible, unintelligible, or misdirected entries, entries not received by the entry deadline or for electronic, network failures, malfunctions, lost or unavailable network connections, traffic congestion of wireless waves, or failed, incomplete, garbled, interrupted, disconnected or delayed wireless transmission that may limit a user's ability to participate in this Sweepstakes, or other hardware, software or technical errors of any kind including any injury or damage to any person's wireless device related to or resulting from participating in or experiencing any material connection with the Sweepstakes undeliverable text messages; (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 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 lost or otherwise destroyed, entrant's sole remedy is another Sweepstakes entry, if it is possible. Sponsor reserves the right to cancel or modify the text message entry portion of the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsor, in their sole discretion. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold the remaining random drawings from among all eligible entries received up to the date of discontinuance for prizes offered herein. In the event a dispute arises regarding specific individual entitled to receive prize, an entry made by text-messaging will be declared made by the "authorized account holder" of the wireless phone number account from which the winning text message was received. "Authorized account holder" is defined as the natural person in whose name the wireless account has been issued and the services are billed. Entrants may be requested to provide Sponsor with proof that the participant is the authorized wireless device account holder of the wireless device associated with the account/submission. Any use of robotic, automatic, programmed or the like methods of participation will void all submissions by such methods and be deemed tampering. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these official rules. 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.
9. **PRIVACY:** By participating in this Sweepstakes, you acknowledge and agree that all information and material, including any personal information provided in your entry materials or prize acceptance documents, will be collected, used and disclosed by Sponsor and its authorized agents, representatives, and other third parties involved in the execution, administration, or hosting of this Sweepstakes, for the purposes of administering the Sweepstakes and prize fulfillment and may be further publicized as described above.
10. **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.

11. WIN LIST: For the names of the winners, available after 7/15/19, send a separate, self-addressed, stamped (#10) envelope to: Bashas' Harkins Year of Movies Sweepstakes Win List Request, Swire Coca-Cola, Marketing Dept., 12634 S 265 W, Draper, UT 84020, to be received by 7/31/19.
12. SPONSOR: Swire Coca-Cola, USA, 12634 S 265 W, Draper, UT 84020. The Coca-Cola Company is not a sponsor of this Sweepstakes.
ADMINISTRATOR: Gage Marketing Group, LLC, 10000 Highway 55, Minneapolis, MN 55441.

Abbreviated Rules for Point-of-Sale

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY TO ENTRY VIA TEXT MESSAGE.

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Sweepstakes starts 5/01/19 & ends 7/09/19 at 11:59 p.m. MT. Open to legal residents of AZ, 18+ at time of entry. Void outside of AZ and where prohibited. 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. To enter without making a purchase or text messaging, on a 3" x 5" paper, print name, complete address (no P.O. Boxes), date of birth & day phone number & mail entry in #10 envelope to Bashas' Harkins Movies Sweepstakes, Swire Coca-Cola, Marketing Dept., 12634 S 265 W, Draper, UT 84020. Mailed entries must be postmarked by 7/09/19 and received by 7/12/19 to be included in the final drawing. Limit one (1) entry per person, regardless of entry method. Subject to Sponsor's Privacy Policy, at <http://www.swirecc.com/sccprivacypolicy>, as well as Text Administrator's Mobile Terms and Conditions at http://client.ivisionmobile.com/terms_of_use.asp and to the Official Rules available at www.swirecc.com/HarkinsmovieSWEEPSTAKES. Sponsor: Swire Coca-Cola, USA, Draper, UT.

Super Abbreviated rules

NO PURCH/TXT MSG NEC. AZ, 18+. VOID WHERE PROHIB. Ends 7/09/19. For Rules, free entry, weekly drawing dates, odds & all details at www.swirecc.com/HarkinsmovieSWEEPSTAKES. **Text STOP to 55678 opt out, HELP to 55678 for info. Msg&data rates may apply.** By texting the text code on the printed Catalina coupon received at checkout to 55678, you're providing express, written consent to receive up to 5 txt msgs using automated technology in response to your Sweeps entry. Entrants should consult their wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Consent isn't required to buy goods/services. Subject to Sponsor's Privacy Policy, at <http://www.swirecc.com/sccprivacypolicy>, as well as Text Administrator's Mobile Terms and Conditions at http://client.ivisionmobile.com/terms_of_use.asp. Sponsor: Swire Coca-Cola.