

POWERADE® ATHLETES OF THE YEAR CONTEST
OFFICIAL RULES
NO PURCHASE NECESSARY

- 1. ELIGIBILITY:** The POWERADE® Athletes of the Year Contest (“Contest”) is open only to, Nominees (defined as current high school senior at an accredited public, private or parochial high school) must be legal residents of Minnesota or Wisconsin. Employees of Viking Coca-Cola Bottling Company (“Sponsor”) and the “Promotional Participants” (i.e., The Coca-Cola Company, Coca-Cola Bottlers, Gage Marketing Group, LLC, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies and suppliers involved in this Contest) 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 be a Nominator or Nominee. Void outside Minnesota and Wisconsin and where prohibited by law. All federal, state and local laws and regulations apply.

To be eligible to be nominated, the person nominated (“Nominee”) must be a current high school senior at an accredited public, private or parochial high school in Minnesota or Wisconsin. High Schools seniors must be nominated (“Nominator”) be a current High School Athletic/Activities Director, Teacher, Counselor, Principal, or Superintendent at the Nominee’s accredited public, private or parochial high school in Minnesota or Wisconsin at time of entry.

- 2. AGREEMENT TO OFFICIAL RULES:** By participating in this Contest, Nominators and Nominees fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.
- 3. NOMINATION/ENTRY PROCESS:** The nomination process begins on 1/01/18 at 12:00:00 AM Central Time (CT) and ends at 2/28/18 at 11:59:59 PM (CT). Please follow the Nomination/Entry process below:

Step 1: Obtain Parental Consent to nominate an eligible Nominee. Print the Parental Consent/Publicity Release Form at www.VikingCocaCola.com. The Nominee’s parent or legal guardian must complete and sign the form (see attached form below). Parental Consent is required even if Nominee is 18 years of age.

Step 2: Request a photo of the Nominee from parent/legal guardian. Photo must be in jpg, gif, or png file no larger than 4 MB. Photo must be of Nominee only (no team photos).

Step 3: Go to www.vikingcocacola.com/community/powerade-athlete-nomination/ and complete the online nomination form with: School Name, Nominee’s Name, Parent name and phone number, Extracurricular, Community Activities, and Essay.

Step 4: In the space provided, type an Essay of 250 words or less explaining why your Nominee exemplifies a student athlete. Your essay should focus on the Nominee’s academic success and involvement in extracurricular/community activities school organizations. Essays with more than 250 words may be disqualified at Sponsor’s discretion.

Step 5: Upload completed Parental Consent/Publicity Release Form and Nominee’s Photo. Submit completed Entry.

Entry Form, Essay, Parental Consent/Publicity Release Form and Photo are collectively referred to as “Entry”. Each school may nominate as many female and male students that pertain to the entry requirements.

- 4. ENTRY CONDITIONS:** Information stated in your Entry must be truthful and is subject to verification by Sponsor. Entries must be written in English. By submitting an Entry, Nominator represents that the Entry submitted is his/her original work, has never been published, has not previously won any other contest or award, use thereof does not infringe third party rights, and is suitable for publication, and that the right to submit the Entry is not restricted by copyright. Entries not complying with all rules are subject to disqualification. No correspondence regarding Nominations will be entered into with Nominators or Nominees. Nominator unconditionally assigns and transfers to Sponsor all rights, title, interest and claim to the Entry, including, without

limitation, the copyright therein. Sponsor shall have right to use, alter, assign or dispose of Entry however it sees fit, and to grant the right to third parties to use all or portions of the Entry without approval of Nominators.

5. **FINALIST SELECTION/NOTIFICATION:** All eligible Entries will be judged by a panel of judges on or about 3/9/18 based on the following judging and scoring criteria:

Extracurricular: 4 (or more) = 4 points, 3 = 3 points, 2 = 2 points, 1 = points.

Community Activities: 4 (or more) = 4 points, 3 = 3 points, 2 = 2 points, 1 = points.

Future Plans/ Essay: Attending College (including tech, trade, vocational schools) Essay: Essay will receive a score between 1 and 5 points based on content and appropriateness to theme and quality of entry.

Up to twenty-five (25) Female Nominees and up to twenty-five (25) Male Nominees (provided a sufficient number of entries are received) with the highest scores will be deemed potential Finalists. Potential Finalists will be notified on or about 5/05/18 via email and or phone contact. Upon verification of eligibility, potential Finalists will be deemed Finalists and advance to the Contest Voting Stage. In the event of a tie, tied entries will be selected on the merit of their future plans/essay by the judging panel..

6. **WINNER SELECTION/PUBLIC VOTING:** Up to twenty-five (25) Female Finalists and up to twenty-five (25) Male Finalists Photos and summarized entry information ("Entry") will be posted to the Contest Gallery for public voting at www.VikingCocaCola.com from 12:00:00 a.m. CT on 4/03/18 to 11:59:59 p.m. CT on 4/30/18. Voting is open to US residents, 13 years of age or older ("Eligible Voters"). Eligible Voters can vote for a Finalist posted in the Contest Gallery by selecting "Vote" next to the corresponding Entry. The 5-Female and 5-Male Finalist who receives the highest number of votes will win the Grand Prize (subject to verification).

Limit one (1) vote per person per day; automated methods of voting are prohibited. Vote tally is not final until finalized and approved by Sponsor (or its authorized representative). Multiple Voters are not permitted to share the same computer IP Address. Any attempt by a Voter to exceed or manipulate the voting specifications and/or limitations, including by using multiple/different computer IP addresses or any other methods, will void that Voter's votes and that Voter/Entry may be disqualified. Nominee's may vote on their own Entry, and may ask family, friends and contacts to vote for their Entry (authentic votes). Apparent or suspected fraud, cheating, phishing, or spamming, or the use of any unauthorized method or automated system to acquire (unauthentic) votes is prohibited, as is posting content to irrelevant or inappropriate sites to obtain votes, and, if discovered at any time will void the applicable Entry and/or vote and may disqualify the Voter, Entry and/or Nominee (as applicable) in Sponsor's sole and absolute discretion. Votes suspected of being generated by script, macro, bot, commercial contest subscriptions (in any and all media) and related sites, vote exchange/swapping and similar sites (where any vote is exchanged/swapped for another in an unrelated promotion, or is purchased), incentives, contests or sweepstakes not sponsored by Sponsor, voting software, entering service sites or any other automated means, and votes by any means that subvert the voting process or do not conform with these Rules will void the applicable Entry and/or votes and will disqualify the Voter, Entry and/or Nominee (as applicable) in Sponsor's sole and absolute discretion. In the event that public voting for males or females results in a tie, the tied Finalist Entries will be re-judged by the Judges based on the judging criteria stated above.

7. **WINNER NOTIFICATION:** Potential Grand Prize winners will be notified on or about 5/14/18. Potential Grand Prize winners (or parent/legal guardian if winner is deemed a minor) will be required to sign and return an Affidavit of Eligibility/Release of Liability/Publicity Release Form within ten (10) days of notification. Noncompliance within this time period may result in disqualification and an alternate may be selected by awarding prize to the next highest scoring Finalist. Potential winners who intend to participate in intercollegiate sports are responsible for confirming that acceptance of the prize will not affect his or her amateur status under NCAA Bylaws.
8. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** Ten (10) \$1,000 prize Grand Prizes, one to each of the 5 male winners and one to each of the 5 female winners. Prize money is encouraged to be applied to tuition, fees, books, and supplies. Prize will be paid directly to legal guardian of winning student. In no case will a check be sent directly to the winner. Prize consists of only the items specifically listed as the prize. Sponsor reserves the right to substitute a prize of equal or greater value. No substitution, cash redemption or transfer of prize by winner permitted. All federal, state and local taxes are the sole responsibility of winner. Legal guardians who are awarded prize money of winner behalf will receive a 1099 tax form based on the value of the prize. Nominators enter on behalf of the Nominee named in the Entry. Nominator is not eligible to receive any prize.

9. **PUBLICITY:** Except where prohibited, acceptance of Prize constitutes winner's (or parent/legal guardian if winner is deemed a minor) consent for Sponsor to use winner's name, likeness, photo, prize information, city and state of residence for promotional purposes in any media without further consideration.
10. **RELEASE AND LIMITATIONS OF LIABILITY/GENERAL RULES:** By participating in this Contest, participants (or parent/legal guardian if participant is deemed a minor) agree to release and hold harmless, Viking Bottling Company, The Coca-Cola Company, Coca-Cola Bottlers, 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 Contest or receipt or use of any prize, including but not limited to: (a) unauthorized human intervention in the Contest; (b) printing errors or incorrect announcements of any kind; (c) errors in the administration of the Contest or the processing of entries; (d) lost, late, delayed, incomplete, invalid, 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 Contest, or other hardware, software or technical errors of any kind including any injury or damage to any person's device related to or resulting from participating in or experiencing any material connection with the Contest; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt or use of any prize. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. Sponsor reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures destroy the integrity of the Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in their sole discretion. If the Contest, or any part of it, is discontinued for any reason, Sponsor, all eligible Entries received prior to termination will be judged.
11. **PRIVACY:** All personal information submitted by you as part of a Contest will be treated in accordance with the Sponsor's Privacy Policy available at: <http://vikingcocacola.com/privacy-policy/> except as otherwise described in these Official Rules. By participating in a Contest, participants (or parent/legal guardian if participant is deemed a minor) acknowledge and agree that all information and material, including any personal information provided in your entry materials, affidavits, and releases, 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 a Contest, for the purposes of administering a Contest and prize fulfillment and may be further publicized as described above.
12. **DISPUTES:** Participants (or parent/legal guardian if participant is deemed a minor) agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the state courts of St. Cloud, Minnesota; 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 in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
13. **WIN LIST:** For the names of the winners, available after 5/18/18, send a separate, self-addressed, stamped (#10) envelope to: POWERADE® Athletes of the Year Contest Winners List, ATTN: Taylor Sellnow, 4610 Rusan Street North, St. Cloud, MN 56303 to be received by 12/31/18.
14. **SPONSOR:** Viking Coca-Cola Bottling Company, 4610 Rusan Street N., St. Cloud, MN 56303.

Abbreviated Rules:

NO PURCHASE NECESSARY. Open only to legal residents of MN & WI. Nominees must be a current high school senior. Nominators must be a current High School Senior and fulltime student in an accredited public, private or parochial high school in MN or WI residing in Viking Coca-Cola's distribution and service territory; Contest starts 1/01/18 & ends 4/30/18. Void where prohibited. Official Rules which includes nomination details available at www.vikingcocacola.com sponsor: Viking Coca-Cola Bottling Company, St. Cloud, MN.