# Terms of Use

08/30/2019

THE COCA-COLA COMPANY TERMS OF USE

Last Updated: August 30, 2019

* These Terms apply to websites, mobile apps, and online services that link back to them.
* These are free services; we’renot promising they’re perfect, use them as-is.
* Follow the law and respect other users.
* Any dispute must be filed in arbitration, in Georgia (unless a small claims court can hear it).
* No judge, no jury, no class actions.
* If you submit information or a creation, we own it.
* That includes submissions made on our social media pages or partner pages.
* E-mail us at https://us.coca-cola.com/help/message/.
* Call at +1 800 520 2653

We, the Coca-Cola Company and its affiliates (collectively the “Affiliates”), operate websites, mobile applications, and social media pages that link here (collectively, “Sites”). This Site is provided for your personal and noncommercial use. By using the Sites, you agree to these Terms of Use (the “Terms”). If you do not agree to the Terms, do not use the Sites. You will still be bound by the Terms as they existed when you last used the Site. We reserve the right to make changes to these terms at any time. Please check back from time to time to ensure you are aware of any updates or changes. THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT ALL DISPUTES TO INDIVIDUAL MANDATORY ARBITRATION –PLEASE READ CAREFULLY.

DATA PROTECTION

Security. We maintain safeguards intended to protect the integrity and security of the Site. However, we cannot guarantee that the Site will be secure, complete or correct, or that access to the Site will remain uninterrupted.

Registration; Usernames and Passwords. To use certain portions of the Site, you may be required to create an account and be issued a password. Your username and password are for your personal use only and should be kept confidential. You are responsible for any use or misuse of your username or password. Please promptly notify us of any confidentiality breach or unauthorized use of your username, password, or your Site account.

Third Party Web Sites; Links. The Site links to other web sites and online services. We have no control over such third parties. We do not endorse their products and services. We are not responsible for the availability, accuracy, or security of such sites.

RULES OF CONDUCT

Follow the Law. While using the Site, you are required to comply with these Terms and all applicable laws, rules and regulations.

Respect Others. Wealso expect users of the Site to respect the rights and dignity of others. Do not use the Site to harass, stalk, threaten or otherwise violate the legal rights of others. Do not impersonate anyone. Do not disrupt the operation of the Site. We reserve the right in our sole discretion to restrict or terminate accounts that do not comports with these Rules of Conduct and to remove any materials that violate these Terms or which we find objectionable.

Indemnity. You agree to defend, indemnify and hold harmless us, and our directors, officers, employees, agents, Affiliates, authorized bottlers and distributors, shareholders, licensors, and representatives, from and against all claims, losses, costs and expenses (including without limitation attorneys’ fees) arising out of (a) your use of, or activities in connection with, the Site, (b) any violation of these Terms by you or through your account; and (c) any allegation that any Submission or Creation (defined below) you make available or create through or in connection with the Site infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

Termination. We may terminate your access to the Site at our sole discretion, at any time, and without prior notice. We may immediately deactivate or delete all related information and files.

DISCLAIMER AND LIMITATION OF LIABILITY

Disclaimer. THE SITE AND ALL OF ITS TEXT, IMAGES, AND SOFTWARE (COLLECTIVELY, “CONTENTS”) ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE.

Limitation of Liability. We recognize that some laws provide consumers specific rights and remedies and prohibit waiver of the same. Except with respect to such laws, you waive all damages under any cause of action other than actual damage for out-of-pocket loss. For example, except with respect to such laws, you waive nominal damages, liquidated damages, statutory damages, consequential damages, presumed damages, as well as the imposition of costs and attorney’s fees.

CONFIDENTIALITY OF COMMUNICATIONS

Personal Information. Any Personal Information you submit on or through the Site is governed by The Coca-Cola Company Privacy Policy. Please do not submit through the Site any sensitive personal information, as defined by our Privacy Policy.

Additional Communications. Any other information you submit on or through the Site will be treated as non-confidential and non-proprietary. This includes all information you submit directly or indirectly (for example, through the use on a third-party social media site using a hashtag we promote).

Submissions and Creations. Submissions and Creations (defined below) will be treated as non-confidential and non-proprietary. You acknowledge that any information in a Submission or Creation is public information.

INTELLECTUAL PROPERTY

The Site and its Contents, including all trademarks, service marks, and graphical elements, are our sole property unless otherwise expressly noted and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. The Site and its Contents may also contain various third-party names, trademarks, and service marks that are the property of their respective owners. Subject to these Terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the Site solely for your own personal, non-commercial purposes and solely in accordance with these Terms.

This license is terminable at any time, and does not grant you any additional rights with respect to the Site or its Contents. The Coca-Cola Company reserves all other rights. You may not modify, alter or change any Content, or distribute, publish, transmit, reuse, re-post, reverse engineer, or disassemble the Content or any portion thereof for public or commercial purposes, including, without limitation, the text, images, audio and video. Your use of any Content, except as provided in these Terms, without our written permission of is strictly prohibited.

SUBMISSIONS AND CREATIONS

On-Site Submissions and Creations. The Site may include a variety of interactive services, such as instant messaging, forums and blogs. You may be able to submit information using these services (“On-Site Submissions”). You also may be able to create materials using the services (“On-Site Creations”).

Off-Site Submissions and Creations. The same sort of interactive services may be available on certain third-party websites and social media platforms. You may use these services to submit information (“Off-Site Submissions”), e.g., using hashtags we promote or commenting on our social media pages. You may also use those third-party services to create materials (“Off-Site Creations”).

On-Site Submissions and Off-Site Submissions shall, collectively, be referred to herein as “Submissions”; On-Site Creations and Off-Site Creations shall, collectively, be referred to herein as “Creations.”

Grant of Rightsfor Submission and Creations. You grant us a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and licensewith respect to all Submissions and Creations. We can use this license with no compensation to you. The license allows us:(a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, any Submission and/or Creation (including without limitation your voice, image or likeness as embodied in such Submission or Creation), in any media now known or hereafter developed, for our business purposes, and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law. The foregoing licenses shall survive termination of these Terms for any reason.

Representation and Warranty. For each Submission and each Creation, you represent and warrant that you have all rights necessary to grant these licenses (including without limitation rights in any musical compositions and/or sound recordings embodied or embedded in any Submission or Creation), and that such Submission or Creation, and your provision or creation thereof through the Site, complies with all applicable laws, rules and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission and Creation that you may have under any applicable law under any legal theory.

You Have Sole Responsibility for Your Submissions and Creations. You acknowledge and agree that you are solely responsible for any Submission or Creation you provide, and for any consequences thereof, including the use of any Submission or Creation by third parties. You understand that your Submissions and Creations may be accessible to other parties, who may be able to share your Submissions and Creations with others and to make them available elsewhere, including on other sites and platforms.

We Are Not Responsible For Third Parties. We have no control over what third parties may do with your Submission or Creation. We have no legal liability for such misuse. We also do not endorse and are not responsible for any opinions, advice, statements, information, or other materials made available in any Submission or Creation.

Feedback. Please visit our Contact Us page to submit any ideas or creations.

DISPUTE RESOLUTION TERMS (PLEASE READ CAREFULLY)

Choice of Arbitrator and Rules. Any disputes, claims, and causes of action arising out of or connected with your use of the Site (each, a “Dispute”) must be submitted exclusively to the American Arbitration Association (AAA) to be heard under their Consumer Arbitration Rules. If for any reason, AAA is unable or unwilling to conduct the arbitration consistent with these terms, you and we will pick another arbitrator pursuant to 9 U.S. Code § 5.

Mandatory (Individual) Arbitration. You agree that any Dispute between us shall be resolved exclusively in individual (non-class) arbitration. The parties intend to be bound to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. An arbitration means there will be no jury, and no judge.

Scope of Arbitration. The arbitrator shall exclusively determine all issues as to the Dispute, applying these Terms. The arbitrator shall also determine any question as to whether any Dispute or issue is subject to arbitration. The arbitrator shall not have the power to hear any Dispute as a class action, mass action, or representative action. The arbitrator shall not have any power to issue relief to anyone but You or us.

Exception to Arbitration (Small Claims Court). Disputes that can be fully resolved in small claims court need not be submitted to arbitration.

Choice of Venue (Fulton County, Georgia). You agree that any Disputes shall be heard exclusively in Fulton County, Georgia unless otherwise agreed to by the Parties or determined by the arbitrator. You consent to jurisdiction in the State of Georgia for all purposes.

Choice of Law (Georgia). These Terms and your use of the Site are governed by the laws of the State of Georgia, U.S.A., without regard to its choice of law provisions. However, any determination as to whether a Dispute is subject to arbitration, or as to the conduct of the arbitration, shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

Class Action Waiver. You agree that any Dispute between us shall be resolved in an individual action. Under no circumstances will you file, seek, or participate in a class action, mass action, or representative action in connection with a Dispute.

Remedies Available in Arbitration. The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney’s fees and costs, in accordance with the law(s) that applies to the case, except injunctive relief.

Injunctive Relief. The arbitrator may not issue any injunction. If either party in a Dispute seeks injunctive relief, the arbitrator will complete arbitration of the Dispute, issue an award of monetary compensation (if any), and then the party seeking injunctive relief may file a new action in state or federal court in Fulton County, Georgia, solely for injunctive relief. The findings of fact and conclusions of law of the arbitrator shall not be submitted as evidence or constitute precedent in this subsequent suit.

MISCELLANEOUS

Notices. Notices to you may be made via posting to the Site, by email, or by regular mail, in our sole discretion. Notices to us should be made using the contact information below.

Evidence. You agree that a printed version of these Terms and of any notice given in electronic form, including by posting to the Site, shall be admissible in judicial or administrative proceedings based upon or relating to these Terms.

Force Majeure. We will not be responsible for any failure to fulfill any obligation due to any cause beyond our control.

Rules for Sweepstakes, Contests, Challenges, Activities, Surveys, and Similar Promotions. Any sweepstakes, contests, challenges, activities, surveys, or similar promotions made available through the Site may be governed by specific rules that are separate from these Terms. By participating in any such sweepstakes, contest, challenge, activity, survey, or promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to read the applicable rules, which are linked from the particular activity, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities.

Information or Complaints. If you have a question or complaint regarding the Site, please call us at +1 800 520 2653. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Claims of Copyright Infringement. For information on how to report a claim of copyright infringement under The Digital Millennium Copyright Act of 1998 (the “DMCA”), please refer to our DMCA Policy.

CHANGES

Changes to the Site. We may modify or discontinue the Site and its Contents at any time, in our sole discretion.

Changes to the Terms. Wemay change these Terms at any time. We will provide reasonable notice, including by posting a revised version of these Terms through the Site.