

## Official Rules

### Corner Bakery Cafe “12 Days of Giftmas” Sweepstakes

Sponsor: CBC Restaurant Corp., 12700 Park Central Drive, Dallas, TX 75251

### NO PURCHASE NECESSARY.

**ELIGIBILITY.** Corner Bakery Cafe “12 Days of Giftmas” Sweepstakes (“Sweepstakes”) is open only to legal residents of the (48) contiguous United States and Washington, DC, who are 18 years of age or older. Sweepstakes is void in Alaska, Hawaii, Puerto Rico and where prohibited by law. Employees, officers and directors (and their immediate families, regardless of where they live, and same household members, whether related or not) of Sponsor, The Coca Cola Company, and as applicable, their respective parent companies, subsidiaries, affiliates, franchisees, bottlers, agencies and other entities involved in the design, development, production and implementation of the Sweepstakes are NOT eligible for the Sweepstakes. For purposes of these Official Rules, “immediate family” is defined as parent, child, sibling, spouse as well as the spouse of a child or sibling.

1. **SWEEPSTAKES PERIOD.** Sweepstakes begins 12:01 a.m. Central Time (CT) on December 12, 2019 and ends 11:59 p.m. CT on December 23, 2019. The Sweepstakes is comprised of twelve (12) daily random drawings. There will be a separate random drawing for each day of the Sweepstakes Period; however, all drawings will be conducted after the conclusion of the Sweepstakes Period as per Rule 4a below. (A day begins at 12:00 a.m. CT and ends at 11:59 p.m. CT, except for December 12, 2019 which begins at 12:01 a.m. CT.) Sponsor’s computer is the official clock for all purposes of the Sweepstakes.
2. **HOW TO ENTER.**
  - (a) During Sweepstakes Period, access the Corner Bakery Cafe website at [www.cornerbakerycafe.com](http://www.cornerbakerycafe.com). Click on one of the designated Sweepstakes icons to access the Sweepstakes page. On the Sweepstakes page, complete (and thereafter submit) an official entry form with all required information, including your name and e-mail address. **You must check the box indicating that you wish to receive news/information/updates/offers from Corner Bakery Cafe in order to enter the Sweepstakes. (This box must be checked even if you are already a member of the Corner Bakery Cafe EClub and have previously consented to receive such news/information/updates/offers.) Before checking this box, you are strongly advised to review Sponsor’s privacy policy at [www.cornerbakerycafe.com/privacy-and-terms](http://www.cornerbakerycafe.com/privacy-and-terms).** You may opt-out of receiving news/information/updates/offers from Corner Bakery Cafe at any time without affecting your ability to enter the Sweepstakes or your odds of winning a prize.
  - (b) You may also enter the Sweepstakes on the mobile version of the Corner Bakery Cafe website. For persons who access the mobile website, charges for wireless Internet access (and perhaps mobile/data message rates) may apply. Be sure to check your wireless carrier’s pricing plan BEFORE entering via the mobile website. Not all mobile devices offer wireless Internet functionality; and, wireless Internet access may not be available in all areas.

- (c) In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the Authorized Account Holder of the e-mail account indicated on the official entry form. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- (d) Receipt of your entry may be acknowledged. Any such acknowledgment merely indicates that your entry was received and is not binding upon Sponsor in any other respect; by way of example only, such acknowledgment does not constitute any representation as to Sweepstakes eligibility or notification of selection as a prize winner in the Sweepstakes.

### **3. ADDITIONAL ENTRY RESTRICTIONS.**

- (a) **By participating, you agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.**
- (b) **Limit of one (1) entry per person.** Violation of this limit will result in only the initial entry being accepted (if eligible.) However, should Sponsor determine that a given individual has engaged in repeated, egregious or blatant violations of the entry limit, Sponsor reserves the right to disqualify such individual from this Sweepstakes, prevent their participation in future sweepstakes/contests/promotions offered by Sponsor and perhaps pursue legal sanctions against them.
- (c) Use of automated, programmed or like means of entry (including third party sweepstakes entry services) is prohibited.
- (d) Proof of transmission of the official entry form on the website/mobile website does not constitute proof of receipt of same by Sponsor or proof of entry in the Sweepstakes.

### **4. RANDOM DRAWINGS & WINNER NOTIFICATION.**

- (a) Winners will be selected in a series of random drawings, with one random drawing (and one prize) per day of the Sweepstakes Period. All twelve (12) random drawings will be conducted by Sponsor on or about January 13, 2020. Each random drawing will consist only of eligible entries received on the applicable day of the Sweepstakes Period; entries received for the drawing for a given day of the Sweepstakes Period will NOT be retained for the random drawing(s) for subsequent day(s) of the Sweepstakes Period.
- (b) Potential winners will be notified by e-mail and may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within five (5) days of date of notification. Failure to timely return the completed and signed Affidavit/Release for any reason (if applicable) or if potential winner cannot be contacted for any reason (including prize notification e-mail being classified as "Junk" or "SPAM"); or, if potential winner is determined by Sponsor to be ineligible or not in full compliance with these Official Rules, will result in prize forfeiture without compensation

and an alternate potential winner will be selected from among all remaining eligible entries received for the applicable day's random drawing.

- (c) The odds of winning the prize offered in a given day's random drawing depend upon the total number of eligible entries received for that day's random drawing.

**5. PRIZES**

<b>Day of Sweepstakes Period</b>	<b>Prize</b>	<b>Approximate Retail Value</b>
December 12, 2019	\$50 Corner Bakery Cafe Gift Card	\$50
December 13, 2019	Electric Popcorn Maker	\$68.54
December 14, 2019	Bluetooth® Headphones	\$76.60
December 15, 2019	FujiFilm® Instax® Mini 9 Camera	\$88.42
December 16, 2019	JBL® Speaker	\$92.66
December 17, 2019	\$100 Corner Bakery Cafe Gift Card	\$100
December 18, 2019	Dart Board	\$109.66
December 19, 2019	Holiday Prize Pack (sweater, blanket, beanie/scarf, bottle & cup)	\$121.27
December 20, 2019	Vending Machine Refrigerator	\$162.10
December 21, 2019	Cruiser Bicycle	\$182.04
December 22, 2019	Cutter & Buck® Classic Vintage Leather Weekender Duffel Bag	\$290
December 23, 2019	Ninebot® Kick Scooter by Segway® ES1	\$605

**Third party trademarks are used herein solely for purposes of prize identification; no endorsement, sponsorship, authorization or other affiliation with Sponsor or this Sweepstakes is intended or implied by such use.**

**6. PRIZE RESTRICTIONS- SPECIFIC PRIZES**

- (a) Corner Bakery Cafe gift card is redeemable for the purchase of food and beverages at any participating Corner Bakery Cafe restaurant location in the United States. Gift card is subject to terms and conditions of use as indicated thereon.
- (b) Kick scooter is an electric scooter with built-in battery, lights, and has a range of 15.5 miles and top-speed of approximately 12.4 miles per hour. Registration, license, insurance and compliance with applicable legal requirements as to kick scooter operation are the sole responsibility of prize winner.
- (c) Camera includes selfie mirror, close-up lens attachment, brightness adjustment dial.
- (d) Refrigerator vends items via push-button and holds up to 10 12-ounce cans. Utilizes thermoelectric cooling technology (no compressors) and plugs into household outlet.
- (e) Duffel bag includes detachable, adjustable shoulder strap, top grain leather identification tag and interior organizer and is 19 inches in length.
- (f) For Holiday Prize Pack, apparel items are subject to availability as to size.

**7. PRIZE RESTRICTIONS- IN GENERAL**

- (a) Limit of one (1) prize per family, household or address.
- (b) Prizes must be accepted as awarded. Prize may differ from item as depicted in Sweepstakes advertising and Sponsor disclaims any and all liability in conjunction

- therewith. Certain prizes (including kick scooter and duffel bag) only come in the provided color; for other prizes (such as, camera), color of prize is subject to availability.
- (c) Where not specified in prize description (for example, dart board), Sponsor will determine in its sole discretion the particular features of prize, including prize manufacturer and model.
  - (d) No prize substitution except by Sponsor in its sole discretion due to unavailability of prize/prize component for any reason and only then for prize/prize component of comparable value. Except for Corner Bakery Cafe gift card prizes (and only where required by applicable law), prizes cannot be redeemed or exchanged for cash by winner.
  - (e) Winner is solely responsible for all unspecified expenses in conjunction with prize acceptance and use. For certain prizes (including headphones), such unspecified expenses include costs associated with having necessary equipment to properly use prize.
  - (f) Winner is solely responsible for all applicable taxes on prize. For kick scooter prize, Sponsor shall advise the Internal Revenue Service via IRS 1099 Tax Form of winner's receipt of such prize and its value; and, winner of kick scooter prize agrees to fully cooperate with Sponsor as to its fulfillment of such reporting obligation by providing his/her Social Security Number via IRS W9 Tax Form and otherwise.
  - (g) Prize is not transferable without the express written consent of Sponsor, which may be granted or withheld in its sole discretion and without liability of any kind.

## **8. RELEASES.**

- (a) By accepting prize, where legal, winner agrees to the use of winner's name, image, photo, likeness, and other indicia of persona/identity for advertising/trade/publicity purposes by Sponsor and its designees without further compensation, notice or approval.
- (b) By participating, entrant releases and agrees to hold harmless CBC Restaurant Corp., The Coca Cola Company, and as applicable, their respective parent companies, subsidiaries, affiliates, franchisees, bottlers, and other entities involved in the design, development, production and implementation of the Sweepstakes and their respective directors, officers, employees, shareholders, representatives, agents, successors and assigns, as well as Facebook, Inc./Instagram and Twitter, Inc. from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity or the acceptance, possession, receipt or use/misuse of any prize, if and as applicable.
- (c) EXCEPT FOR CORNER BAKERY CAFE GIFT CARD PRIZES, SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING PRIZES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTY – IF ANY -- IS THAT OF THE PRIZE MANUFACTURER. (WITH REGARD TO CORNER BAKERY CAFE GIFT CARD PRIZES, ANY WARRANTY PROVIDED BY SPONSOR IS EXPRESSLY LIMITED TO ITS TERMS.)

## **9. LIMITATIONS OF LIABILITY.**

- (a) Sponsor and The Coca Cola Company assume no liability or responsibility for late, lost, illegible/garbled, corrupted, incomplete, inaccessible/blocked, jumbled,

- damaged or misdirected entries (all of which are void); any incomplete, incorrect or inaccurate information, whether caused by mobile website or website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any mobile website, website or entries; and any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any website, mobile website or any combination thereof; or for injury or damage to entrant's or to any person's mobile device or desktop computer (or any information/materials stored therein) related to or resulting from downloading materials from any mobile website/website or participating in the Sweepstakes.
- (b) Sponsor and The Coca Cola Company disclaim any and all liability for any errors in advertising or offering the Sweepstakes.
  - (c) *Force Majeure*. If the Sweepstakes cannot be conducted as originally planned due to any cause beyond Sponsor's control (e.g., computer virus, act of fraud, strike, civil commotion, natural disaster), Sponsor may cancel, suspend, or modify the Sweepstakes (in whole or in part) and select the winner(s) for affected day(s) of the Sweepstakes Period, conducting the Sweepstakes in a manner which is determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at [www.cornerbakerycafe.com](http://www.cornerbakerycafe.com).
  - (d) Sponsor's failure to enforce any provision of these Official Rules in a given circumstance shall NOT function as a waiver of such provision.
  - (e) Tampering with the Sweepstakes, violation of these Official Rules or any attempt to defraud Sponsor in conjunction with, prevention from participation in future sweepstakes/contests/promotions offered by Sponsor and perhaps legal sanctions.

## 10. MISCELLANEOUS.

- (a) *Dispute Resolution*. Any dispute or claim regarding the Sweepstakes will be resolved pursuant to the laws of the State of Texas, without regard to conflicts of law principles. All entrants consent to the personal and exclusive jurisdiction of the federal or state courts located in Dallas County, Texas and waive any right of change of venue, *forum non conveniens* or the like. Entrants further agree, to the fullest extent permitted by law, that any legal action regarding the Sweepstakes will be brought individually (and not as part of a class action) and that their recovery in any such legal action shall be limited to actual out-of-pocket costs incurred in participating in the Sweepstakes (if any), with any right to other damages/relief and attorney's fees being expressly waived.
- (b) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.
- (c) *Winners' List*. For winner information (first name, last initial; city/state), send a self-addressed stamped envelope to Corner Bakery Cafe, Attn: 12 Days of Giftmas

Sweepstakes, 12700 Park Central Dr., Ste. 1300, Dallas, TX 75251 with CORNER BAKERY CAFE WINNERS LIST REQUEST on the outer envelope. Requests must be received by January 27, 2020. Winners' list will be available after February 10, 2020.