

Coca-Cola Bottling Company UNITED Terms of Use

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Coca-Cola Bottling Company United, Inc. (“**United**”) operates this website (the “**Site**”). In these Terms of Use (“**Terms**”), “you” and “your” refer to the Site user, and the terms “we,” “our,” and “us” refer to United. We reserve the right to modify these Terms at any time without prior notice. Any updates will become effective when posted to the Site. By using the Site, you agree to these Terms. United may assign or delegate any or all of its rights and responsibilities under these Terms and operation of the Site or portions thereof to one or more independent contractors or other third party service providers (“**Service Providers**”), and any rights, responsibilities, or operations so assigned or delegated may be exercised or performed by either United or its Service Providers.

THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT ALL DISPUTES TO INDIVIDUAL MANDATORY ARBITRATION AND A CLASS ACTION WAIVER IN THE “DISPUTE RESOLUTION” SECTION BELOW – PLEASE READ CAREFULLY.

Geographical Limitations: At this time, the services provided on or through the Site (the “**Services**”) are not available to California residents or those located outside of the United States. If you fall into one of these categories, this Site and the Services are not for your use and you should not attempt to use them. Such use is forbidden and any use or attempted use of the Site by a California resident or person located outside of the United States is expressly unauthorized.

Permitted Uses. In order to use the Site, you must be an adult of at least the age of majority in your state of residence (other than California) and legally capable to enter into contracts. This Site is provided for your personal, non-commercial use of the Services. You agree that you will not use or attempt to use the Site for any other purpose. You agree to comply with these Terms and all laws, rules and regulations that apply to your use of the Site and that you will not use the Site in any manner that: (i) violates any law, rule, or regulation; (ii) imposes an unreasonable or disproportionately large load on the Site; (iii) uses technology or other means not authorized by us to access the Site information or our systems; (iv) facilitates conduct that would constitute a criminal offense or give rise to civil liability; (v) bypasses technology protecting the Site or Services, or interferes or attempts to interfere with the Site or the Services; (vi) modifies, alters or changes any content of the Site; or (vii) distributes, publishes, transmits, reuses, copies, re-posts, reverse engineers, or disassembles the content of the Site or any portion thereof, including, without limitation, any text, images, audio and video. Your use of the Site except as provided in these Terms is strictly prohibited.

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. You are responsible for maintaining the security of any passwords, usernames, and/or other types of security techniques (“**Security Codes**”) you have created for the purpose of using the Services. You are responsible for all transactions you initiate or authorize using the Services. If you allow any person to obtain or use your Security Codes, you will have authorized that person to access your Site account, and you agree that you are responsible for any transactions that person initiates or authorizes from your Site account. Notify us at immediately if you believe that your Security Codes have been compromised, or that your Site account has been accessed or used without your authorization.

Personal Information. Any personal or payment information that you submit on or through the Site is governed by United's [Privacy Policy](#) and is subject to the data use policies of our Service Providers, as described therein.

Indemnification. You agree to defend, indemnify and hold harmless us, and our directors, officers, employees, agents, affiliates, shareholders, licensors, Service Providers, and representatives, from and against all claims, losses, costs and expenses (including without limitation attorneys' fees) arising out of (i) your use of, or activities in connection with, the Site, and (ii) any violation of these Terms by you or through your Site account.

Disclaimer of Warranties. YOU AGREE YOUR USE OF THE SERVICES, THE SITE, AND ALL OF ITS TEXT, IMAGES, AND SOFTWARE, INCLUDING THAT OF THIRD PARTIES, (COLLECTIVELY, "**CONTENTS**") IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SITE AND SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE USE OF THE SITE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability. You agree that except as provided by applicable law, neither United, its Service Providers, nor their respective affiliates shall be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from or related to the use of, inability to use, or the termination of the use of the Site or Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if United, its Service Providers or their respective affiliates have been informed of the possibility thereof.

Intellectual Property. The Site and its Contents are our sole property unless otherwise expressly noted and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. The Site 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. All ownership rights in the Site and its Contents are retained by United, our Service Providers, and respective trademark owners. All rights not expressly granted to you through these Terms are retained by United, our Service Providers, and respective trademark owners. Nothing in these Terms grants to you any right to use any trademarks, service marks, logos or other indicia of origin of United, our Service Providers, or The Coca-Cola Company.

Termination. United reserves the right to terminate your access to the Site and modify or discontinue the Services at any time, in our sole discretion, and without prior notice. You agree that we will not be liable to you for any termination, modification, or discontinuance of the Site or Services.

Severability. If any provision of these Terms is held to be invalid or unenforceable to any extent, then the remainder of these Terms shall have full force and effect and such provision shall be interpreted,

construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent of such provision.

Questions or Complaints. If you have any questions or complaints about the Site, you may contact us at Sales@ccbcu.com or 1-800-844-26531. For security purposes, please do not include any payment card information or other sensitive information in any email that you send to us.

DISPUTE RESOLUTION (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 its 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. You and we 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.

Mandatory Individual Arbitration. YOU AGREE THAT ANY DISPUTE BETWEEN US SHALL BE RESOLVED EXCLUSIVELY IN AN INDIVIDUAL (NON-CLASS) ARBITRATION. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Scope of Arbitration. The arbitrator shall exclusively determine all issues of the Dispute in accordance with 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 any power to issue relief to anyone but you or us.

Exception to Arbitration. Disputes that can be fully resolved in small claims court need not be submitted to arbitration.

Choice of Venue. You agree that any Disputes shall be heard exclusively in Jefferson County, Alabama unless otherwise agreed to by the parties or determined by the arbitrator. You consent to jurisdiction in the State of Alabama for all purposes.

Choice of Law. These Terms and your use of the Site are governed by the laws of the State of Alabama, 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.

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 any award of monetary compensation, and then the party seeking injunctive relief may file a new action in state or federal court in Jefferson

County, Alabama, 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 that subsequent suit for injunctive relief.