

Terms of Use

This website from which you are accessing these Terms of Use ("Site") is created and maintained by The Coca-Cola Company (referred to below as "Coca-Cola," "we," and "us").

Please read the below all terms and conditions ("Terms of Use") carefully. Your use of the Site is subject to these Terms of Use in their entirety. Key points:

Watermarked moving image materials are available only for internal viewing and should never be displayed publicly. You must place an order through the Global Rights Management (GRM) process to use watermarked moving image materials externally.

"Ready to Use" moving image materials (no watermark) are owned by TCCC and all usage rights related to them (e.g., talent, music, font, etc.) are cleared for external use. However, before you make any external use of them, you must consult with local legal counsel to ensure that your proposed use of the materials complies with local law, scientific and regulatory requirements and TCCC policies in the geography where you use them.

Still image materials have searchable usage rights information. Still images that meet your search criteria can be downloaded for external use in accordance with the stated usage rights. However, before you make any external use of them, you must consult with local legal counsel to ensure that your proposed use of the materials complies with local law, scientific and regulatory requirements and TCCC policies in the geography where you use them. **CAUTION: The accuracy of usage rights information for still image materials imported from Design Machine has not been verified. Any external use of such materials is at your risk, if the actual rights do not include your proposed usage.**

Moving image materials obtained through the GRM process can only be used strictly in accordance with the usage rights information provided by the GRM team in the order fulfillment process.

Do Not share downloaded materials through tools and platforms other than the Site.

***** Misuse of downloaded material is a violation of TCCC policy *****

1. You Agree to These Terms by Using this Site

This website ("Site") is for use by employees of The Coca-Cola Company ("TCCC") and by employees of the marketing and research agencies engaged by TCCC and granted access to this

Site (“Agency Users”). Your access to, and use of, this website ("Site") is subject to the following Terms of Use and all applicable laws and regulations.

If you are an employee of The Coca-Cola Company ("TCCC"), then by accessing and using the Site, you accept, without limitation or qualification, these Terms of Use, and acknowledge that any other agreements between you and The Coca-Cola Company are superseded with respect to this subject matter. If you do not agree and accept, without limitation or qualification, these Terms of Use, please exit the Site.

If you are an Agency User, then by accessing and using the Site, you, individually, represent that you are acting on behalf of yourself and your employer and are authorized to accept these terms and conditions on your employer’s behalf. The term "you" or "your" as used throughout means collectively you, individually, and your employer and the possessive of you, individually, and your employer, respectively. You also acknowledge that any other agreements between you and TCCC are superseded with respect to this subject matter. If you do not agree and accept, or do not have the authorization to agree and accept on behalf of your employer, without limitation or qualification, these Terms of Use, please exit the Site.

We may make changes to these Terms of Use from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site. You can determine when we last changed these Terms of Use by referring to the “*LAST UPDATED*” legend above. Your access to or use of the Site following changes to these Terms of Use will constitute your acceptance of those changes.

2. Ownership of Content

The Site and all of its contents including, but not limited to, all text and images ("Content") are owned and copyrighted by The Coca-Cola Company, its subsidiaries, or affiliated companies (collectively, "**Affiliated Entities**"), or others with all rights reserved unless otherwise noted. Any Content that is a trademark, logo, or service mark is also a registered or unregistered trademark of The Coca-Cola Company or others. Your use of any Content, except as provided in these Terms of Use, without the written permission of the Content owner is strictly prohibited. You are also advised that The Coca-Cola Company will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

3. Your Use of the Site

The Coca-Cola Company grants you permission to use the Site as follows:

- the Content is designed for internal reference purposes only (i.e., for use by employees of TCCC and the employees of its marketing and research agencies for the business purposes of TCCC);

- the Content is copyrighted by TCCC and its Affiliated Entities, and may be subject to third party rights;
- you must comply with all applicable laws, rules and regulations while using the Site;
- you may not distribute, modify, download or copy, transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, sell or otherwise use Content without TCCC's written permission and its grant of access for such purposes (see Section 6 "Downloading Content" below) ;
- you are prohibited from using the Site to post or transmit any unlawful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, obscene, pornographic, inflammatory, profane or infringing material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law -- TCCC will fully cooperate with any law enforcement authorities or any court order requesting or directing TCCC to disclose the identity of anyone posting or transmitting any such information or materials;
- you are prohibited from using the Site to Impersonate any person or entity, including any of our (or our Affiliated Entities') representatives; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement or posting you make;
- you are prohibited from using the Site to post or transmit any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- you are prohibited from using the Site to violate the legal rights of others or harvest or collect personally identifiable information about users of the Site;
- you are prohibited from using the Site to advertise or perform any commercial solicitation; and
- you are prohibited from modifying, adapting, translation, reverse engineering, decompiling or disassembling any portion of the Site.

4. Registration; User Names and Passwords

You may be required to register with TCCC in order to access certain areas of the Site. You are responsible for maintaining the confidentiality of any password you use to access the Site, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name. You agree to immediately notify TCCC of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

5. Uploading Content

Each user who desires to upload materials to the Site must consult with such user’s own local legal counsel beforehand. Be aware that by uploading any materials to the Site, you thereby acknowledge that you have consulted with local legal counsel and confirmed that such upload is legally permissible and conforms to all applicable policies of TCCC.

- Users should only upload finished advertising materials produced for TCCC and its Affiliated Entities.
- Do not post any advertising or other materials that have not been produced for TCCC or its Affiliated Entities.
- Users who upload materials that contain marks, logos or other references to TCCC customers, marketing partners or sponsored properties (e.g., IOC, FIFA, etc.) are responsible for securing all necessary consents and approvals from such customers, marketing partners or sponsored properties, and accurately describing the terms of such consents and approvals in the usage data associated with the uploaded materials.
- You acknowledge and agree that TCCC may do one or all of the following, at its discretion: (i) monitor all uploaded material; (ii) alter, remove, or refuse to allow to be uploaded or stored any material; (iii) monitor and/or filter any of your communications through the Site; and/or (iv) disclose any uploaded material or any communication through the Site, and the circumstances surrounding the transmission thereof, to any third party in order to operate the Site; to protect TCCC, its Affiliated Entities, and their respective employees, officers, directors, shareholders, agents, representatives and affiliates, and the Sites users; to comply with legal obligations or governmental requests; to enforce these Terms of Use; or for any other reason or purpose.

6. Downloading and Sharing Content

Each user who desires to download Content from the Site must consult with such user’s own local legal counsel beforehand to ensure that the proposed use of the downloaded Content is legally permissible and conforms to all applicable policies of TCCC.

- You can download low-resolution Content with a watermark solely for internal viewing (i.e., at internal meetings or for internal evaluation).
- You can download moving image Content that is labeled “ready to use” for external use. “Ready to use” Content is owned by TCCC and all usage rights related to it (e.g., talent, music, font, etc.) are worldwide in scope, for use in all media and materials for advertising and promotional purposes in perpetuity. However, before you make any external use of such Content, you must consult with local legal counsel to ensure that your proposed use of the Content is cleared with respect to all matters other than usage rights, including without limitation, trademarks, scientific and regulatory matters, approvals from customers, marketing partners and rights holders of sponsored properties (e.g., IOC, FIFA, etc.), and compliance with all applicable policies of TCCC. By downloading such Content, you thereby agree that you have obtained such clearance.
- You can only download high-resolution moving image Content that is not “ready to use” if you have placed an order for such materials with the McCann Erickson Global Rights Management team. Upon fulfillment of your order, the Site will provide the Content

without a watermark. By downloading such Content, you thereby agree that you will use that Content strictly in accordance with the usage rights information provided by the Global Rights Management team in the order fulfillment process. If such Content requires the renegotiation or extension of consents or approvals from a TCCC customer, marketing partner or sponsored property, you will be responsible for obtaining the necessary consent or approval through the appropriate TCCC relationship owner and process.

- You can only download high-resolution still image Content if your external usage requirements, as specified in your search of the Site, match the usage rights information applicable to such Content. However, before you make any external use of such Content, you must consult with local legal counsel to ensure that your proposed use of such Content is cleared with respect to all matters other than usage rights, including without limitation, trademarks, scientific and regulatory matters, approvals from customers, marketing partners and sponsored properties (e.g., IOC, FIFA, etc.), and compliance with all applicable policies of TCCC. By downloading such Content, you thereby agree that you will use that Content strictly in accordance with the usage rights information shown on the Site and that you have obtained such clearance from local legal counsel.
- **CAUTION:** The accuracy of usage rights information for high-resolution still image Content imported from Design Machine has not been verified. Any external use of such Content is at your risk, if the actual rights do not include your proposed usage.
- You can only share Content via the Site. Do not share links to downloaded Content through links to such Content and/or through any tools other than the Site (e.g., Box). If you download Content and share it through unapproved means, you are responsible for ensuring that anyone else who uses or accesses the Content complies with the applicable usage rights.

Be aware that by downloading any Content from the Site for any external use, you thereby acknowledge that you have consulted with local legal counsel and confirmed that your proposed use of such Content is legally permissible and conforms to all applicable policies of TCCC. Misuse of downloaded Content is a violation of TCCC policy.

7. Data Protection.

Coca-Cola takes data protection seriously. For information on how we process your personal data, please see the following: If you are a TCCC employee, please see our Privacy Policy at https://connect.coke.com/content/dam/connect/Documents/policies/Privacy_Policy_Global.pdf. If you are an Agency User, please see our Privacy Policy at <http://www.coca-colacompany.com/our-company/privacy-policy>. Our Cookie Policy is available at <http://www.coca-colacompany.com/our-company/cookie-policy>.

8. Disclaimer of Warranties and Limitation of Liability

ALL CONTENT IS SUBJECT TO CHANGE AND IS PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED,

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Without limiting any of the foregoing provisions of this Section 8, TCCC neither warrants nor represents that your use of any Content will not infringe the rights of any third parties nor that the Content will be accurate, complete or up-to-date or free from any viruses, worms, Trojan horses, or other code or defects that manifest contaminating or destructive properties. The content may include technical inaccuracies or typographical errors. You understand and agree that your access to and use of the Site and the content are at your own initiative and risk.

9. Indemnity.

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Coca-Cola, its Affiliated Entities, and any other party involved in creating, producing or delivering the Site, and their respective directors, officers, employees, agents, 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 of use by you or through any account you create in connection with the Site or (c) any allegation that any Content that you make available through the Site or download from the Site, infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

10. Export Control

Software and other materials from this Site may be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from this Site may be downloaded or exported into (or to a national or resident of) Cuba, North Korea, Iran or any other country to which the United States has embargoed goods or on which it has imposed sanctions; or anyone on the United States Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department Table of Deny Orders. TCCC does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States Export Laws.

11. Termination.

These Terms of Use are effective until terminated. You agree that we may terminate your access to or use of the Site or any portion thereof, at any time, if you breach these Terms of Use, or we reasonably believe that you have breached these Terms of Use, subject to any restrictions placed on our exercise of such rights under applicable law. Upon any such termination, your right to access and use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice to you. You further agree that neither we nor our Affiliated Entities will be liable to you or any third party for any termination of your access to or use of the Site. Sections 1, 2, 5, 6, 8, 9, 11 - 13 shall survive any expiration or termination of these Terms of Use.

12. Law and Jurisdiction

Except to the extent expressly provided otherwise in this Section, these Terms of Use shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its choice of law provisions. You agree to the exclusive jurisdiction by the federal and state courts located in Fulton County, Georgia, USA, and you hereby waive any jurisdictional, venue or inconvenient forum objections to such courts.

Notwithstanding the foregoing, if you are citizen of, reside in or are accessing this Site from: (a) any European Union country, then these Terms of Use shall be governed by and construed in accordance with the laws of the country of Belgium and you agree to the exclusive jurisdiction of the courts located in Belgium; (b) any Latin American country, then these Terms of Use shall be governed by and construed in accordance with the laws of Mexico and you agree to the exclusive jurisdiction of the courts located in Mexico; (c) India, then these Terms of Use shall be governed by and construed in accordance with the laws of India and you agree to the exclusive jurisdiction of the courts located in India, (d) any Asian country other than India, then these Terms of Use shall be governed by and construed in accordance with the laws of Australia and you agree to the exclusive jurisdiction of the courts located in Australia, and (e) any country in Africa or the Middle East, then these Terms of Use shall be governed by and construed in accordance with the laws of South Africa and you agree to the exclusive jurisdiction of the courts located in South Africa. The UN Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use.

13. Miscellaneous.

If any provision of these Terms of Use shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms of Use, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and us relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to the Site, by email, or by regular mail, in our discretion. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failures to fulfill any obligations due to causes beyond our control. You agree that our licensors who make their Content available to us in connection with the Site are third-party beneficiaries under these Terms of Use with the right to enforce the provisions of this Agreement that directly concern their content. Notwithstanding the immediately preceding sentence, our right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Use is not subject to the consent of any third party.

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