

2011 PEEL AND REVEAL INSTANT WIN AT EMPIRE THEATRES CONTEST
(the "Contest")

OFFICIAL RULES & REGULATIONS (the "Official Contest Rules")

1. CONTEST PERIOD:

The Contest begins at 12:00:01 a.m. Eastern Time on Monday, June 27, 2011 ("Contest Start Date") and closes at 11:59:59 p.m. (Eastern Time) on Friday, September 16, 2011 ("Contest Close Date"), (collectively as the "Contest Period"), or while supplies last, whichever comes first.

2. ELIGIBILITY:

NO PURCHASE NECESSARY. This Contest is being conducted by Coca-Cola Refreshments Canada Company ("CCR"), Empire Theatres Limited and ECL Western Holdings Limited (collectively, Empire Theatres, and, together with CCR, the "Sponsors") and is open only to residents of Canada (excluding residents of the Province of Quebec) 13 years of age or older, except, (i) the employees, officers, directors, representatives and agents of CCR, Coca-Cola Ltd., Empire Theatres and authorized bottlers and distributors of Coca-Cola® products, and their respective advertising and promotional agencies, and/or any of the respective affiliates, related entities, successors and/or assigns of any of the above (collectively, "Contest Entities"); (ii) employees of any reuse or recycling depot; and (iii) persons domiciled with any of the above. Each Grand Prize winner's guest must also be a legal resident of Canada.

3. HOW TO ENTER:

TO OBTAIN A CONTEST PIECE WITH PURCHASE: Purchase a specially-marked fountain cup or popcorn bag attached to the side of which is a peel tab ("Contest Piece") during the Contest Period, while supplies last, at participating Empire Theatre locations. The specially-marked fountain cups and popcorn bags are available, while supplies last, in the following sizes:

- Regular (32 oz) Fountain Cup
- Large (44oz) Fountain Cup
- Regular (130oz) Popcorn Bag
- Large (170oz) Popcorn Bag

NO PURCHASE METHOD OF OBTAINING CONTEST PIECE: To obtain a randomly selected Contest Piece, and a copy of the Official Contest Rules without a purchase, while supplies last, send a self-addressed stamped envelope bearing sufficient postage to: **Coca-Cola Empire Peel N Win Contest, PO Box 583, Dept. CCEPW, Pickering Ont. L1V 3T3.** Limit one (1) one no purchase request per person per day. Each written request must be mailed in a separate envelope to the above noted address and received no later than September 2, 2011. Please allow for 10 business days to receive your contest piece by mail. Correct answer to skill-testing question required if you obtain a winning Contest Piece.

HOW TO PLAY: To play the Contest, pull the peel tab on specially marked fountain cups and popcorn bags and follow all instructions on the back for a

chance to win. See below in the Official Contest Rules for full details on how to redeem a prize.

Redemption of all prizes is subject to compliance with these Official Contest Rules. The number of prizes and offers available will diminish as they are claimed. At the outset of the Contest, there are a total of approximately 696,000 Regular and 250,000 Large specially marked fountain cups and 275,000 Regular and 300,000 Large specially marked popcorn bags. Potentially winning messages on the Contest Pieces will be randomly distributed among all specially marked participating fountain cups and popcorn bags.

By participating in the Contest, each entrant agrees to the collection, use and disclosure by the Sponsors of the personal information provided by the entrant for the purpose of administering the contest, and that the Sponsors may unconditionally use winners' and (where applicable) guests' name(s), address(es), likeness, voice, photograph, prize information and/or statements for publicity, promotional and advertising purposes, without compensation or further consent. Entrants' personal information will not be used for any other purpose, nor will it otherwise be disclosed to other third parties, unless otherwise required by law. By participating in the Contest, each entrant confirms that the entrant has reviewed, and agrees to, these Contest Rules and that he/she is 13 years of age or older, and a resident of Canada (excluding Quebec).

4. PRIZES:

Grand Prize: there are a total of three (3) grand prize trips to be won, each consisting of a trip for two (2) people to any Air Canada destination in North America, including sun destinations, plus \$5,000.00 CAD in spending money. Destination is subject to availability. Trip must be taken prior to August 30, 2012. Limit one grand prize per person. Winning contest piece must be redeemed by November 30, 2011. See details below on how to redeem.

Each grand prize package includes: [1] round-trip coach airfare for the winner and one (1) guest between the major Canadian airport nearest the Prize Winner's home (as selected in the Sponsors' sole discretion) and one destination of the Prize Winner's choice to any Air Canada or Jazz destination in North America;; Codeshare flights operated by other airlines including Star Alliance™ member airlines are excluded; Multi-city routings, including stop-overs, open jaws and additional destinations are not permitted; Destination is subject to availability; and [2] a total of \$5,000.00 CAD in spending money. Estimated retail value of each Grand Prize is \$8,600.00 CAD based on based on a flight for two from St. John's, NL to Honolulu, Hawaii. Actual retail value of Grand Prize Trip depends on the point of departure, market conditions and airfare fluctuations at the time the Prize is awarded. Destination is subject to availability. Flight dates to destinations served by Air Canada and Jazz are not available during the following Air Canada blackout periods: December 16, 2011 to January 11, 2012; and April 5, 2012 to April 10, 2012; Additional blackout dates may apply to booking and generally include all major holidays (Christmas, New Year's, school breaks and Easter). Once ticket has been issued, the origin and destination cannot be changed. All applicable fees, such as fuel, insurance, NAV CANADA surcharges, taxes, or other third party fees, are the sole responsibility of the bearer of the ticket and must be paid by credit card at time of booking. Prize does not include transportation to and from the airport.

Once tickets are issued, tickets are non-refundable, non-transferrable and have no cash value. Tickets must be accepted as awarded and no substitutions, changes, or extensions are permitted. Tickets cannot be sold, converted into cash, are non-transferable and will not be refunded if unused. Once booked, changes are not permitted. Travel does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program. The use of upgrade certificates are not permitted. Ticketholders may be held liable to airline for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets. Please note that ticket must be booked for departure at least **45 days** in advance and is subject to space availability at time of booking. Details including the travel agency and its phone number will be provided by the fulfillment company after the winner is confirmed. Tickets for winner and guest must be on same itinerary. Bookings cannot be made until at least four weeks after other documentation required by these Rules, including without limitation releases and (if applicable) consents, are provided by the Grand Prize winners and guests to Sponsors. See Official Contest Rules below for full details on how to redeem the grand prize.

Sponsors are not responsible for, and Grand Prize winners will not receive, the difference between the actual value of the prize at the time of award and the stated approximate retail value in these Official Rules or in any Contest-related correspondence or materials. Proof of identification and compliance with all travel requirements will be required and are the sole responsibility of the Grand Prize winners and guests. All travel arrangements comprising the Grand Prizes will be determined by the Sponsors and/or their designated agent(s) in their sole discretion. Each Grand Prize winner and that winner's guest must travel on the same itinerary and depart from and return to the same airport. If a Grand Prize winner is under the age of majority in his/her Province or Territory of residence, his/her guest must be of the age of majority in his/her Province or Territory in order for the minor to be eligible to win the grand prize. The minor will be required to have a signed consent form from a parent or legal guardian in order to claim the prize, and will be responsible for obtaining any other documentation required to permit travel by a minor not accompanied by two parents. Valid passports for each winner and each guest are required at time of booking and at time of travel. The Winner and Guest are responsible for obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations.

Airline travel is subject to selected airline's rules and restrictions. Transfers, taxes, airport and airline fees, gratuities and all other expenses not specified herein are the sole responsibility of the Grand Prize winners and guests, including without limitation, ground transportation, food, and beverages, telephone calls, accommodation charges and in-room charges. Sponsor is not responsible for any amounts incurred by Grand Prize winner and/or guest that are over the \$5,000.00 CDN in spending money provided as part of the Grand Prize, regardless of how or why such amounts may be incurred. All dates and locations are subject to change in Sponsors' sole discretion. Travel is subject to availability at time of booking and certain travel restrictions apply. No compensation is offered for any portion of the Prize not utilized; any portion of the Prize not utilized and its corresponding value will be forfeited. Prize winners and his/her guests are responsible for obtaining travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense). Sponsors have

not and will not obtain or provide travel insurance or any other form of insurance. If any part of the Grand Prize is unable to take place as planned, for any reason, including but not limited to, cancellation, scheduling conflicts and/or postponement, the remaining components of the prize will be rewarded and the Sponsors' obligation to the Grand Prize winners will be fulfilled and no other additional compensation will be provided. Flight schedules are subject to change without notice. Sponsors are not liable for any expenses incurred as a consequence of flight cancellation/delay or ground transportation delay.

Each Grand Prize winner agrees that his/her guest must comply with the Sponsors', and each prize provider's, procedures and policies and must complete, sign, have witnessed and return a release of liability and, where legal, a publicity release to the Sponsors in the timeframe specified by the third party Prize Fulfillment House, or travel will not be allowed. Once selected by the Grand Prize winners, the guest cannot be changed without the express consent of the Sponsors, which may be withheld for any reason. If the guest is under the age of majority in his/her Province or Territory of residence, the guest will be required to have a signed consent form from a parent or legal guardian in order to travel as guest, will be responsible for obtaining any other documentation required to permit travel by a minor not accompanied by two parents, and must have the relevant releases and other relevant documentation signed by a parent, legal guardian or other legal authorized representative.

By accepting the Grand Prize, each Grand Prize winner agrees to maintain his/her behaviour and that of the guest, in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest or prize-related activity. Each Grand Prize winner understands and agrees that the Sponsors and prize providers have the right, in their sole discretion, to disqualify and remove the winner and/or guest from any activity at any time if such person's behaviour at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of the Sponsors or prize providers or otherwise violates the policies of the prize providers.

Secondary Prize: There are one hundred (100) secondary prizes of Movies for One Year for Two People ("Secondary Prizes") available to be won. Each Secondary Prize consists of 2 (two) Empire Theatres General Admission Tickets a week for 52 (fifty two) weeks, for a total of one hundred and four (104) General Admission Tickets. General Admission Tickets valid until June 2013. Limit one (1) Secondary Prize per person. Winning Contest Piece must be redeemed by November 30, 2011. See details below on how to redeem the winning Contest Piece.

General Admission Ticket restrictions: Valid at any Empire Theatres location. Subject to seat availability. Does not apply to tickets purchased online or at an automated box office or advance purchases. One coupon per person, per visit, per transaction. No refunds, exchanges or time extensions on expired tickets. No substitutions. Not valid in conjunction with any other discount offer. Not for resale. This coupon has no monetary value. This coupon is barcoded and valid only for single use. No copies or facsimiles will be accepted. Not valid for the drive-in, special events/programs, or IMAX. Surcharge applicable for RealD 3D and Empire Extra presentations. Not valid for studio pass restricted films. See www.empiretheatres.com for studio pass restricted film titles.

Instant Win Prizing: There are a total of one hundred thousand (100,000) instantly redeemable prizes available to be won at the outset of the contest. Information as to such prizes and odds of winning are set out in the table above, and additional information follows:

In each case, you must correctly answer, without assistance or mechanical aid, the mathematical skill testing question on the Contest Piece, and present the completed Contest Piece to a cashier at any participating Empire Theatres Locations by no later than close of business on November 30, 2011 or the prize will be forfeited in its entirety.

a) "EMPIRE THEATRES' BUY ONE, GET ONE FREE ADMISSION COUPON"

Once the winning Contest Piece has been verified by an Empire Theatres staff member, present the Contest Piece to a cashier when purchasing one general admission ticket and receive second general admission ticket free. Second admission ticket must be used at the same time as purchased admission ticket and must be used for the same film presentation. Offer does not apply to tickets purchased online, at the automated box office or advance purchases. Valid at any Empire Theatres location. One coupon per person, per visit, per transaction. Subject to seat availability. No refunds, exchanges or time extensions on expired Contest Pieces. No substitutions. Not valid in conjunction with any other discount offer. Contest Piece is not for resale. Contest Piece has no monetary value. Contest Piece is bar-coded and valid for only a single use. No copies or facsimiles will be accepted. Not valid for Drive In, special events/programs or IMAX® movies. Surcharge applies for RealD3D and Empire Extra. Contest Piece is valid for studio pass restricted films. See www.empiretheatres.com for studio pass restricted film titles.

b) "EMPIRE THEATRES GENERAL ADMISSION TICKET"

Once the winning Contest Piece has been verified by an Empire Theatres staff member, present the Contest Piece to a cashier for one General Admission ticket. Valid at any Empire Theatres location. Subject to seat availability. One Contest Piece per person, per visit, per transaction. No refunds, exchanges or time extensions on expired Contest Pieces. No substitutions. Not valid in conjunction with any other discount offer. Not for resale. Contest Piece has no monetary value. No copies or facsimiles will be accepted. Contest Piece is bar-coded and valid for only a single use. Not valid for the drive-in, special events/programs, or IMAX. Surcharge applicable for RealD 3D presentations and Empire Extra. This is not valid for studio pass restricted films. See www.empiretheatres.com for studio pass restricted film titles.

c) "FREE REGULAR (130oz) POPCORN AT EMPIRE THEATRES"

Once the winning Contest Piece has been verified by an Empire Theatres staff member, present the Contest Piece to the Empire Theatres Refreshment Counter to obtain a Regular (130oz) Popcorn. Not redeemable for cash. No refunds, exchanges or time extensions on expired Contest Pieces. Not valid in conjunction with any other offer (i.e. Combos). No substitutions. Not for resale. No copies or facsimiles will be accepted. Contest Piece is bar-coded and valid for only a single use.

d) "FREE LARGE (44oz) COCA-COLA® FOUNTAIN BEVERAGE AT EMPIRE THEATRES"

Once the winning Contest Piece has been verified by an Empire Theatres staff member, present the Contest Piece to the Empire Theatres Refreshment Counter to obtain your Large (44oz) Coca-Cola Fountain Beverage. Not redeemable for cash. No refunds, exchanges or time extensions on expired Contest Pieces. Not valid in conjunction with any other offer (i.e. Combos). No substitutions. Not for resale. No copies or facsimiles will be accepted. Contest Piece is bar-coded and valid for only a single use.

e) "FREE M&M's® PEG PACK (92g-191g) AT EMPIRE THEATRES"

Once the winning Contest Piece has been verified by an Empire Theatres staff member, present the Contest Piece to the Empire Theatres Refreshment Counter to obtain your M&M's Peg Pack (92-144g). Not redeemable for cash. No refunds, exchanges or time extensions on expired Contest Pieces. Not valid in conjunction with any other offer (i.e. Combos). No substitutions. Not for resale. No copies or facsimiles will be accepted. Contest Piece is bar-coded and valid for only a single use.

f) "FREE NESTLE SINGLE ROLO (52g) AT EMPIRE THEATRES"

Once the winning Contest Piece has been verified by an Empire Theatres staff member, present the Contest Piece to the Empire Theatres Refreshment Counter to obtain your Nestle single Rolo (52g). Not redeemable for cash. No refunds, exchanges or time extensions on expired Contest Pieces. Not valid in conjunction with any other offer (i.e. Combos). No substitutions. Not for resale. No copies or facsimiles will be accepted. Contest Piece is bar-coded and valid for only a single use.

ODDS OF WINNING

The Contest Piece message, prize description, approximate retail value ("ARV") and number of Contest Pieces available at outset and odds of winning are as follows:

Contest Piece Message*	Approx Retail Value of Prize/Offer (\$CAD)	Number of Contest Pieces at Outset	Approximate Odds of Obtaining Contest Piece
One Trip to anywhere in North America for two people ("Grand Prize")	\$8,600.00	3	1:507,000
Movies for One Year for Two People ("Secondary Prize")	\$1,326	100	1:15,210
A "Buy One, Get One" Admission Coupon	\$11.00	15,000	1:101
1 Empire Theatres General Admission Ticket	\$11.00	10,000	1:152
1 FREE Regular Popcorn	\$5.89	25,000	1:61
1 FREE Large Fountain	\$4.69	25,000	1:61

Beverage			
1 M&M's® Peg Pack (92-144g)	\$4.29	12,500	1:122
1 Nestle Single Rolo (52g)	\$1.87	12,500	1:122
Please play again	\$0.00	1,420,897	1:1.07
TOTAL:	\$774,900.00	1,521,000	

***RANDOMLY SEEDED ON SPECIALLY MARKED, PARTICIPATING REGULAR AND LARGE FOUNTAIN CUPS AND POPCORN BAGS AT PARTICIPATING EMPIRE THEATRES LOCATIONS.**

5. HOW TO COLLECT A PRIZE FROM A WINNING CONTEST PIECE:

How to redeem a Grand Prize or Secondary Prize:

In order to be eligible to win a **Grand Prize** or **Secondary Prize** you must first have retained a Contest Piece with the appropriate winning message and have otherwise complied with these Official Contest Rules. These Contest Pieces must then be submitted by mail to the address below. It is strongly recommended that all Contest Pieces be photocopied prior to mailing (when required) and that all Contest Pieces be sent using insured Registered Mail with a receipt of mailing. Proof of mailing is not proof of receipt. Please note: Shipping companies are unable to deliver to a Post Office Box; as a result, **you must mail the Contest Piece using Canada Post.** Once your Contest Piece has been received and verified you will be declared a winner, subject to completing the Declaration and Release described below, correctly answering the skill-testing question to be administered by phone, and being in full compliance with the Official Contest Rules.

The entrants eligible to win a Grand Prize or Secondary Prize must sign a declaration confirming understanding, compliance with and acceptance of the Official Contest Rules and acceptance of the Prize as awarded, and a release of liability and publicity satisfactory to the Sponsors which will, among other matters, acknowledge the non-responsibility of the Released Parties (as defined below) with regard to any injury, accident, loss and/or misfortune related to any aspects of the Prize (including travel related thereto), in each case satisfactory to the Sponsors, before being declared a Prize winner. If any individual under the age of majority in his/her Province or Territory of residence is eligible to win a Grand Prize or Secondary Prize, the parent, legal guardian or other legal authorized representative of such person must also sign a declaration confirming understanding, compliance with and acceptance of the Official Contest Rules and acceptance of the Prize as awarded and a release of liability and publicity satisfactory to the Sponsors which will, among other matters, acknowledge the non-responsibility of the Released Parties with regard to any injury, accident, loss and/or misfortune related to any aspects of the Prize (including travel related thereto), in each case satisfactory to the Sponsors. If a declaration and release is not signed and returned to the Sponsors within the date specified, the potential winner(s) will be disqualified and will not receive a Grand Prize and such Prize may be awarded to another person at the discretion of the Sponsors.

Send the original potential winning Contest Piece with your name, address and phone number to: **Coca-Cola Empire Peel N Win Contest, PO Box 583, Dept. EMPWC, Pickering Ont. L1V 3T3. For grand prize and secondary prize**

redemption questions please call 1-866-277-5379. All potential winning Contest Pieces must be postmarked by no later than November 15, 2011 or the prize will be forfeited in its entirety. Please allow 2 to 4 weeks for delivery. All outstanding Contest Pieces shall be null and void after November 30, 2011. Each Contest Piece submitted must be an original (no photocopies or facsimiles will be accepted).

6. GENERAL:

None of CCR, the authorized bottlers or distributors of Coca-Cola® products, Coca-Cola Ltd., Empire Theatres and their respective advertising and promotional agencies, or any of their respective affiliates, related entities, officers directors, representatives, agents, successors or assigns (collectively "**The Contest Entities**") shall be responsible in any way for the use of, or bear any liability whatsoever in any way attributable to an entrant's participation in this Contest or the use of a prize or offer by any winner in this Contest. The Contest Entities are not responsible for printing, distribution, production, administrative or human errors in the administration of this Contest. The Sponsors may terminate the Contest or withdraw any Contest Pieces found to contain errors without liability and at its sole discretion.

All Contest Pieces submitted become the property of Empire Theatres for any and all purposes and will not be returned. The Sponsors shall not be responsible for Contest Pieces or requests for Contest Pieces which are illegible or have been delayed, stolen, misdirected, lost or destroyed or not postmarked by November 15, 2011.

Persons eligible to win a Grand Prize Trip in this Contest may not transfer or substitute such Grand Prize for cash or otherwise and must accept such Grand Prize as awarded.

The Sponsors reserve the right to suspend, cancel or modify the Contest or these Official Contest Rules for any reason without notice including but not limited to, the discovery of an error of any kind in the Official Contest Rules, fraud, technical failures or any other factor beyond the Sponsors' reasonable control that impairs the integrity of the Contest as determined by the Sponsors in their sole discretion. The Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Contest Rules, or in an unsportsmanlike or disruptive manner.

Release: By entering this Contest, entrant agrees to release and hold harmless Coca-Cola Refreshments Canada (CCR), Coca-Cola Ltd., Empire Theatres, and any promotional partners or prize suppliers, the authorized bottlers or distributors of Coca-Cola® products, and each of their parent, subsidiary, affiliate and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in this Contest or resulting, in whole or in part, directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, however caused; (2) technical failures of any kind, including without limitation improper seeding of the Contest Pieces; (3) unauthorized human or electronic or machine intervention in any part of the entry process or the Contest; (4) technical, human, electronic, machine or other error which may occur or arise or may have occurred in the Official Contest Rules, in the administration of the Contest, in the processing of entries or otherwise; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize or while traveling to or from any prize-related activity. No more than the stated number of prizes or offers will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes or offers as set forth in these Official Contest Rules to be available and/or claimed the Sponsors reserve the right to award only the stated number of prizes or offers by a random drawing among all legitimate, un-awarded, eligible prize claims to select potential winners. Remaining prize(s) or offers will be awarded to the first entrant(s) selected who correctly answer a mathematical skill-testing question and otherwise comply with these Official Contest Rules.

Failure to return any necessary documentation by the dates specified in these Official Contest Rules or in correspondence from the Sponsors may (in the Sponsors' sole discretion) cause the potential winner to forfeit the Prize in its entirety or make the guest of the potential Grand Prize winner ineligible to be a guest. If the potential guest does not return the documentation, it shall be in the Sponsors' sole discretion whether or not to permit the potential Grand Prize winner to select an alternate guest.

This Contest is subject to all applicable Canadian Federal, Provincial and Municipal laws.

Contest Pieces will be subject to verification and shall be null and void if they are found to have been obtained outside legitimate channels of distribution, or if not original, or if illegible, altered, forged, defaced, mutilated or tampered with in any way or not obtained in accordance with these Official Contest Rules.

All amounts are shown in Canadian dollars.

Official Contest Rules are available at www.empiretheatres.com. For questions pertaining to the Contest, these Rules or the Prize, please contact empire@empiretheatres.com and put "Summer Peel Promotion" in the subject line.

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