

## SCHOLARSHIP AGREEMENT

THIS SCHOLARSHIP AGREEMENT (this "Agreement") is made and entered into as of the 1<sup>st</sup> day of September, 2014, by and between The Coca-Cola Company, acting by and through Coca-Cola North America, hereinafter referred to as the "Company," and the Georgia Southern University Foundation, Inc., hereinafter referred to as the "Foundation."

### WITNESSETH:

**WHEREAS**, the Company desires to provide funds to support scholarships for students enrolled at Georgia Southern University, hereinafter referred to as the "Scholarship Funds," to the Foundation; and

**WHEREAS**, the Foundation agrees to receive and administer said Scholarship Funds in accordance with this Agreement and with the policies of the Foundation;

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions hereinafter set forth, the Company and the Foundation do hereby mutually agree as follows:

- (1) Term. The term of this Agreement will be for a period of ten (10) years, beginning September 1, 2014 and ending August 31, 2024 (the "Term"). "Agreement Year" means each twelve-month period during the Term commencing on September 1.
- (2) Payment of Scholarship Funds. The Company will pay to the Foundation Scholarship Funds in the aggregate amount of Three Million Dollars (\$3,000,000), payable throughout the Term as follows:
 

|                              |           |
|------------------------------|-----------|
| (i) Agreement Year One:      | \$300,000 |
| (ii) Agreement Year Two:     | \$300,000 |
| (iii) Agreement Year Three:  | \$300,000 |
| (iv) Agreement Year Four:    | \$300,000 |
| (v) Agreement Year Five:     | \$300,000 |
| (vi) Agreement Year Six:     | \$300,000 |
| (vii) Agreement Year Seven:  | \$300,000 |
| (viii) Agreement Year Eight: | \$300,000 |

|                           |           |
|---------------------------|-----------|
| (ix) Agreement Year Nine: | \$300,000 |
| (x) Agreement Year Ten:   | \$300,000 |

The Scholarship Funds will be paid in ten (10) equal installments on the anniversary date of each Agreement Year. If the Agreement is not fully executed until after September 1, 2014, the payment of the Scholarship Funds for Agreement Year One will be made within forty-five (45) days from Company's receipt of the fully executed Agreement.

- (3) Scholarships. In exchange for the Company's payment of the Scholarship Funds, the Scholarship Funds shall be used by the Foundation to fund scholarships to be known as "The Coca-Cola Georgia Southern University Scholarships" (the "Scholarships").
- (4) Scholarship Recipients. The Scholarships shall be awarded and recipients shall be selected by the Foundation in its sole discretion. The Foundation shall notify the Company each Agreement Year of the identity of the students who receive the Scholarships, so that the Company may contact those students and offer them the opportunity to be engaged with the Company in activities on campus.
- (5) No Future Obligations. It is understood and agreed that the Company's contributions as set forth in this Agreement are intended to fund the Scholarships for the Term. The Company and the Foundation expressly agree that the Company is under no obligation to make further additions to the above-mentioned Scholarship Funds or to make continued contributions after the expiration of the Term.
- (6) Entire Agreement. This Agreement (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between the Foundation and the Company (or between affiliates of Foundation and Company) with respect to other subject matter.
- (7) Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.
- (8) Retained Rights. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property,

and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between the Foundation and the Company.

(9) Assignment.

(A) By Foundation. None of Foundation's rights or obligations hereunder may be assigned, by operation of law or otherwise, without Company's prior written consent. Any assignment that violates the terms of this provision is void.

(B) By Company. Company may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler or any of Company's subsidiaries.

(10) Termination. Upon any breach of this Agreement by the Foundation, the Company may terminate this Agreement upon written notice to the Foundation.

(11) Counterparts. This Agreement may be executed in two or more counterparts.

(12) Governing Law. This Agreement is governed by and must be interpreted under Georgia law, without giving effect to any applicable conflict or choice-of-law provisions.

6AD The Coca-Cola Company, acting by and through Coca-Cola North America

By: [Signature]

Print Name: Sharon J. Byers

Title: Sr. VP, Sports and Entertainment Mktg

Date: July 29, 2014

Georgia Southern University Foundation, Inc.

By: [Signature]

Print Name: SALINDA ARTHUR

Title: President, Georgia Southern University Fdn.

Date: JULY 30, 2014

**Campus-Wide Sponsorship Agreement Between  
THE COCA-COLA COMPANY  
COCA-COLA BOTTLING COMPANY UNITED-EAST, LLC  
GEORGIA SOUTHERN UNIVERSITY**

This sponsorship agreement (the "Agreement") sets forth certain exclusive rights granted to Sponsor by University. In consideration of the mutual promises contained herein, the parties agree as set forth below:

**1. PARTIES**

- (A) The Coca-Cola Company, acting by and through Coca-Cola North America ("Company")
- (B) Coca-Cola Bottling Company United-East, LLC ("Bottler")
- (C) Georgia Southern University ("University")

Company and Bottler are collectively referred to as "Sponsor."

**2. SCOPE OF AGREEMENT**

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full Service Beverage Vending on Campus.

**3. TERM**

The term of the Agreement will be for a period of ten (10) years, as follows (the "Term"):

Start Date: September 1, 2014    End Date: August 31, 2024

Sponsor will have a right of first negotiation, right of first refusal and right to match for an agreement similar to this one at the end of the Term. The parties agree to negotiate exclusively for a period of 90 days, beginning 12 months before the expiration of the Term (or immediately upon termination, as applicable). At the end of the exclusive negotiating period, Sponsor will also have the right to: (i) receive a copy of any competitive offers received by the University; and (ii) match and preempt any such

competitive offer received by University by contracting with University on the same terms as such offer within 30 days of receipt of the offer by Sponsor.

#### **4. DEFINITIONS**

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

#### **5. SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY**

(A) Sponsorship Fees - Sponsor will pay to University "Sponsorship Fees" in the aggregate amount of Three Million Dollars (\$3,000,000), payable throughout the Term as follows:

|                              |           |
|------------------------------|-----------|
| (i) Agreement Year One:      | \$300,000 |
| (ii) Agreement Year Two:     | \$300,000 |
| (iii) Agreement Year Three:  | \$300,000 |
| (iv) Agreement Year Four:    | \$300,000 |
| (v) Agreement Year Five:     | \$300,000 |
| (vi) Agreement Year Six:     | \$300,000 |
| (vii) Agreement Year Seven:  | \$300,000 |
| (viii) Agreement Year Eight: | \$300,000 |
| (ix) Agreement Year Nine:    | \$300,000 |
| (x) Agreement Year Ten:      | \$300,000 |

Sponsorship Fees will be paid in ten (10) equal installments on the anniversary date of each Agreement Year. Each installment shall consist of one check made payable to Georgia Southern University. If the

Agreement is not fully executed until after the Start Date, the first payment of Sponsorship Fees for Agreement Year One will be made within forty-five (45) days from Company's receipt of the fully executed Agreement.

Fee Sharing - Company's share of the Sponsorship Fee will be \$64,300 per Agreement Year and Bottler's share of the Sponsorship Fee will be \$235,700 per Agreement Year.

University will provide separate invoices to Company and Bottler for their shares of the Sponsorship Fees at least 30 days before payment is due.

Commissions – Bottler will pay the University a forty percent (40%) commission on all revenue collected through the vending services on Campus with a minimum guarantee of One Hundred Seventy Thousand Dollars (\$170,000) annually (such minimum guarantee hereafter the "Guaranteed Commissions"). Guaranteed Commissions will be paid monthly. Commissions earned in excess of the Guaranteed Commissions shall be paid by Bottler within sixty (60) days of the end of each applicable Agreement Year.

Commissions will be paid based on gross sales, net of sales tax and debit/credit card fees. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler as shown on EXHIBIT B.

**(B) Marketing and Other Funds-**

- (i) Company Marketing Funds - Company will budget and spend \$10,000 annually (\$100,000 over the Term) for mutually-agreed on-Campus and in-market marketing programs. The funds will be held in a fund managed by Company for use towards marketing programs designed to promote and increase Beverage sales on Campus. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

Company and University agree to discuss, develop and implement a mutually agreed upon annual marketing plan. Company annually develops and implements various channel pillar programming (prior examples have included NCAA Final Four, Earth Day, Fall Football, Back to School, Fuel Up for Finals) and Company will work with University to implement and include University in this type of programming, where appropriate and relevant and mutually agreed upon. Such marketing activations, where applicable, shall occur beyond Statesboro and include the University-identified locations of importance, including Atlanta, Georgia; Savannah, Georgia; and Jacksonville, Florida.

- (ii) Merchandising Funds - Company will budget and spend \$10,000 annually (\$100,000 over the Term) for mutually-agreed merchandising items (i.e. menu boards, marketing panels, etc.). The funds will be held in a fund managed by Company. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
  - (iii) Product Donations - Bottler will donate up to \$50,000 of bottle/can Company Beverages (valued at retail price) annually for student and faculty special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Product by the end of each Agreement Year, any remaining complimentary Product shall be retained by Bottler with no further obligation.
  - (iv) Athletic Equipment – Each Agreement Year, Bottler shall provide University with athletic equipment, including but not limited to, coolers, squeeze bottles and towels, to be utilized by the University teams. Such available athletic equipment shall be provided upon University's request. The cost of the athletic equipment will not exceed Five Thousand Dollars (\$5,000) for each Agreement Year, as determined in good faith by Bottler.
- (C) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

## **6. BEVERAGE RIGHTS OF SPONSOR**

- (A) **Exclusive Beverage Availability Rights.** Except as set forth with respect to Permitted Exceptions and Special Promotional Events, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms mutually agreed by the parties, through fountain dispensing, coolers, kiosks, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations.

**(B) Permitted Exceptions:**

(i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment:

- Fresh Milk (as defined in Exhibit A);
- hot tea and hot coffee freshly brewed on premise.
- milkshakes and smoothies made on the premises;
- freshly squeezed orange juice;
- Freshly squeezed lemonade; and
- Products required by existing contract to be sold, served, distributed, sampled, or otherwise made available in the Starbucks locations on Campus, including, but not limited to the following products:
  - Ethos Water
  - San Pelligrino Water
  - Starbucks Double Shot and Double Shot Light
  - Starbucks Bottled Mocha Frappuccino
  - Starbucks Refreshers
  - Tazo Tea
  - Izze (Carbonated Juice)
  - Evolution Fresh(Juice)
  - Tree Top Organic Apple Juice
  - Starbucks Milk(Vanilla and Chocolate)

(ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.

(iii) University may display names of Permitted Exceptions on menus, menuboard, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks. No Permitted Exception trademark shall appear on any licensed merchandise, sold or distributed on Campus.



- (iv) The private, personal consumption of Competitive Products by any individual (including players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus) is permitted. In addition, University is permitted to provide Competitive Products for private, personal consumption by such musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus if provision of such products is stipulated in a contract or contractual rider.
- (C) **Beverage Purchase Requirement.** University and its third party food and beverage concessionaires will comply with all applicable provisions of the Agreement, including purchasing their entire requirements for Company Beverages, cups, lids, and CO<sub>2</sub> from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands and Odwalla Beverages may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor.
- (D) **Beverage Pricing**
  - (i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in **EXHIBIT C**. Those prices shall remain in effect for a period of one year and then may be adjusted annually, with the new pricing effective on September 1 of each renewal year. If, during the Term, new Company Beverages are made available, then University and Sponsor shall negotiate pricing for such Company Beverages at such time.

## **7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR**

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising, and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Sponsor's rights shall apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.
- (B) **Use of University Marks.** Sponsor will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Such

license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, in advertising, promotional and merchandising materials on:

- point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vender fronts;
- cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
- television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;
- beverage dispensing equipment including without limitation Coca-Cola Interactive Vending machines and Freestyle dispensers.

**(C) Customer Marketing Rights.** Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with University, including joint promotions with Sponsor's retail customers in all channels of trade including without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Dollar/value stores;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- Sports venues
- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Sponsor's customer marketing programs. For the quick serve restaurant and convenience retailer channels only, Sponsor shall be

limited to two Beverage promotions per channel per Agreement Year for customers that are not University sponsors.

- (D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in **EXHIBIT A**.
- (E) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages. All activity pursuant to this subsection (E) is subject to prior, written approval of University as set forth in Section 9 below, which approval shall not be unreasonably withheld.
- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface.
- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus where Company products are served.
- (H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERade® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverage available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.
- (I) **Hawking Rights.** University may sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages in 20-ounce bottles (or in such other packaging as Sponsor may reasonably determine from time to time) may

be hawked in the stands during all University home football and basketball events, and during all other events at which items of any sort are hawked in the stands.

- (J) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with certain of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers. All activity pursuant to this subsection (J) is subject to prior, written approval of University as set forth in Section 9 below, which approval shall not be unreasonably withheld.
- (K) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its Athletics internet home page, [www.gseagles.com](http://www.gseagles.com). If University places hyperlinks on its internet site, Company may place a hyperlink command from that site to an appropriate page of <http://www.cocacola.com/> or other of Company's websites and [www.cocacolaunited.com](http://www.cocacolaunited.com).
- (L) **Digital Content.** University will provide Sponsor with digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and will refresh the digital offerings periodically.

## **8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES**

- (A) **No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and University agrees that no Competitive Products

will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, but not limited to, on any University-authorized internet or web site. Notwithstanding the foregoing, the parties agree that this subsection (A) shall not apply to any content on University-authorized internet or web sites that is directly submitted or uploaded by third parties who are not employees of the University, including but not limited to message boards, social media sites and other user-provided content. Except as set forth with respect to Permitted Exceptions and Special Promotional Events, University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, University makes the covenants set forth in Section 13 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control.

**(B) Steps to Stop Ambush Marketing.** University will take all steps necessary or appropriate, as mutually agreed by the parties, to stop third parties from associating Competitive Products with University. If any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps may include the following, as circumstances warrant:

- (i) complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
- (ii) instituting legal action, including suits for temporary and permanent injunctive relief, provided that this course of action is agreed to and approved by the Office of the Attorney General of the State of Georgia.

Any party learning of ambush marketing will promptly notify the other parties of this activity..

- (C) **Third Party Compliance.** University will ensure that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus, nor to certain exceptions provided below relating to Special Promotional Events.
- (D) **No Third-Party Beverage Promotions.** University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion
- (E) **Broadcasters, Licensing Agents, etc.** University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents and other third parties who have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.
- (F) **Special Promotional Events:** During the Term, temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus during up to three (3) Special Promotional Events (as defined in Exhibit A) per Agreement Year; provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) Blockage of any signage Sponsor may have on the Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive

Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s).

- (G) NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in the Sun Belt Conference or any other conference of which University is a member. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product) .

#### **9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL**

University will have the right to approve in writing in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any materials created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks. University will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

University will have fifteen (15) business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University. If the University disapproves any concepts or materials submitted by Sponsor, the University shall provide Sponsor with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to meet University's approval. Withholding approval is considered unreasonable unless it is based on:

- (i) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (ii) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsorship arrangement entered into subsequent to the Effective Date of this Agreement.

University agrees that approval shall be deemed given, and the submission of such intended uses shall not be required, if the concepts or materials utilizing University Marks are the same as or substantially similar to concepts or materials previously approved by University.

## **10. SIGNAGE AND MEDIA / ADVERTISING**

Throughout the Term, University will provide Sponsor, at no cost to Sponsor the signage and media/advertising rights as provided in **EXHIBIT D**. Further, the parties agree that:

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for installation, repair and maintenance, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Except as provided herein, Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus.
- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.



- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

## 11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR

- (A) Throughout the Term, University will provide Sponsor, at no cost to Sponsor, the tickets and rights to other special events as provided in **EXHIBIT E**.
- (B) University will make its athletic coaches available for charitable and promotional events subject to availability and as mutually agreed upon by University and Sponsor.

## 12. EQUIPMENT AND SERVICE

- (A) Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

**Fountain Equipment.** Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No Freestyle, ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **Exhibit F** and are a part of the Agreement.

Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to University, such equipment will be the subject of a separate equipment agreement between the parties and fees will apply.

- (B) **Fountain Service:** Company will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls that are valued at no more than \$15 will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO<sub>2</sub> or fountain syrup container was empty), or calls that are not the result of mechanical failure

(collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's, as applicable) then current rate and will be invoiced on a quarterly basis. Charges will include labor, travel time, parts, and administrative costs.

- (C) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

The initial placement will include the vending machines owned by Bottler that are currently installed on the Campus. University will have the right to approve new physical locations, but will not unreasonably withhold its approval.

Bottler agrees that it will purchase and install SWIPE card readers for all vending machines provided to University during the Term (the "Card Readers"). Upon termination or expiration of the Agreement, University shall return all such SWIPE Card Readers to Bottler. Installation and operation of the Card Readers shall be subject to all policies, procedures, rules, regulations and requirements applicable to University, including but not limited to regulations issued by the Office of the State Treasurer applicable to card readers on Campus. In the event that the SWIPE system is determined to be incompatible with University's requirements and/or existing equipment or systems, Bottler will provide no more than twenty (20) alternative, acceptable and compatible card readers to be installed on campus vending machines. However, should Bottler purchase non-SWIPE readers as outlined above, University agrees to buy back such non-SWIPE readers from Bottler in the event the SWIPE system does become compatible during the Term. Notwithstanding the foregoing, in the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the cost of the non-SWIPE readers, in the sole discretion of University, then University's obligation to buy back the readers shall terminate without further obligation of University as of that moment. The certification of University of the events stated above shall be conclusive.

University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment.

Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.

- (D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University:
- i. acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;  
  
will, upon the owner's request other documents evidencing proper ownership of the equipment;
  - ii. will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
  - iii. will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner; and
  - iv. will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures University employs to protect its own equipment.

Neither Company nor Bottler will be liable to University for damages of any kind arising out of delays in providing service to equipment on Campus.

### **13. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**13.1 By University.** University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **Right to License Marks.** It has the exclusive right to license the University Marks.
- (D) **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written

notice of any third party retained by it to manage or operate a beverage service on Campus.

**(E) No Conflicting Agreements.**

- (i) It has not entered into, and during this Agreement's Term will not enter into, either of the following:
  - (a) any agreement that would prevent University from complying with this Agreement; or
  - (b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.
- (ii) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

**13.2 By Sponsor.** Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

- **Authority.** It has the full power and authority to enter into this Agreement.
- **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

## **14. CONFIDENTIALITY**

Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Georgia Southern University is a public institution, and as such is subject to the Georgia Public Records Act, O.C.G.A. §§ 50-18-70 *et seq.* Any provision regarding confidentiality is limited to the extent necessary to comply with the law. The University agrees to keep confidential any and all information and/or documents designated as confidential or proprietary by the other party to the fullest extent permitted by law. The parties further acknowledge and agree that the terms of this Agreement are not confidential.

## **15. TERMINATION AND REMEDIES**

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

**15.1 University's Termination Rights.** In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

- (A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.
- (B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.
- (C) **If Sponsor Becomes Insolvent or Bankrupt.**
  - (i) University may terminate immediately upon written notice if Company or Bottler does any of the following:
    - a) becomes unable to pay its liabilities when due;
    - b) makes an assignment for the benefit of creditors;
    - c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;

- d) has a receiver appointed for any portion of its business or property; or
  - e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (ii) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

**15.2 Sponsor's Termination Rights.** In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) **If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
- (B) **If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
  - (i) becomes unable to pay its liabilities when due;
  - (ii) makes an assignment for the benefit of creditors;
  - (iii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
  - (iv) has a receiver appointed for any portion of its business or property; or
  - (v) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of

University, for a period of more than one hundred twenty (120) consecutive days.

- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C) or (D) above.

## **16. REFUNDS AND ADJUSTMENTS**

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier). All prepaid fees and commissions will be earned on a daily basis over the payment period.
- (B) **Extension of Term.** If the Campus or any material component of the Campus is closed for more than thirty (30) consecutive calendar days, but less than ninety (90) consecutive calendar days, and such closure results in a material loss to Sponsor of Beverage sales or marketing opportunities under this Agreement, Sponsor will have the right, at its sole option, to extend the Term of this Agreement for a corresponding period for no additional fees, whether or not such closure is due to a cause beyond the reasonable control of University.
- (C) **Other Adjustments. If:**
  - (1) any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
  - (2) the volume of Company Beverages or Bottler bottle/can Beverages sold to the University decreases for any reason in any twelve month period by 20% or more over the prior twelve month period;
  - (3) a University Team fails to play all of its scheduled home games on the Campus during any thirty (30) consecutive day period during its scheduled season; OR

(4) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days:

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If University and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by University, then Sponsor may immediately terminate this Agreement upon written notice to University.

## **17. INDEMNIFICATION**

**17.1 Company Obligations.** Except as otherwise provided by Section 17.4 below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.

**17.2 Bottler Obligations.** Except as otherwise provided by Section 17.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

**17.3 Intentionally omitted.**

**17.4 Limitation on Obligations.** No party has any obligation to indemnify, defend, or hold another harmless party for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.



**17.5 Indemnification Procedures.** Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

## **18. MISCELLANEOUS PROVISIONS**

**18.1 Entire Agreement.** This Agreement, together with Exhibits A through G attached hereto, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

**18.2 Modification.** This Agreement can be modified or changed only by a written instrument signed by all parties.

**18.3 Retained Rights.** This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

**18.4 Insurance.**

- (A) The University is an institution of the University System of Georgia, and is an instrumentality of the State of Georgia. As such, it is included within the coverage of the Georgia State Tort Claims Act, O.C.G.A. §§ 50-21-20 *et seq.* ("GTCA"). The GTCA waives the sovereign immunity of the State of Georgia for certain types of tort claims. The GTCA also provides that when any individual state employee is sued for an act or omission covered by the Act, the state employee is removed from the case and the State is the defendant. Liability is limited to \$1,000,000 per person and \$3,000,000 per occurrence. Nothing in the Agreement is intended to waive the sovereign or governmental immunity of any state employee, agent, or volunteer, nor to enlarge the coverage provided under the GTCA.
- (B) Promptly after signing this Agreement, University will deliver to Company and Bottler certificates of insurance for the required coverage.
- (C) Company is self-insured for all risks up to limits of not less than \$1,000,000 per occurrence, and shall upon request provide to University a certificate of insurance issued by Company confirming same.
- (D) The stipulated limits of coverage will not be construed as a limitation of any potential liability to any party. Failure to request evidence of insurance is not a waiver of any party's obligation to obtain the required insurance.

**18.5 Release, Discharge, or Waiver.** A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

**18.6 Severability.** If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

**18.7 Assignment.**

- (A) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.

**(B) By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.

**18.8 Survival.** A party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal survive the expiration or termination of this Agreement.

**18.9 Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

**(A) Notice to Company.**

The Coca-Cola Company,  
acting by and through its Coca-Cola North America Group  
One Coca-Cola Plaza  
Atlanta, Georgia 30313  
Attention: Vice President, Strategic Marketing Finance and  
Business Affairs

Copy to: Group Counsel, Coca-Cola North America Group

**(B) Notice to Bottler.**

Coca-Cola Bottling Company United-East, LLC  
4600 East Lake Boulevard  
Birmingham, Alabama 35217  
Attention: John Sherman  
Copy to: Will Goodwyn

**(C) Notice to University.**

Georgia Southern University  
P.O. Box 8020  
Statesboro, GA 30460  
Attention: Office of Legal Affairs  
Fax: (912) 478-7488

**18.10 Counterparts.** This Agreement may be executed in two or more counterparts.

**18.11 Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this

Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

**19. GOVERNING LAW**

This Agreement is governed by and must be interpreted under Georgia law, without giving effect to any applicable conflict or choice-of-law provisions.

**The Coca-Cola Company, acting by and through Coca-Cola North America**

By: [Signature]  
Print Name: Sharon J. Byers  
Title: Sr. VP, Sports and Entertainment Marketing

**Georgia Southern University**

By: [Signature]  
Print Name: Brady Reed  
Title: President

**Coca-Cola Bottling Company United-East, LLC**

By: [Signature]  
Print Name: JOHN H. STERMAN  
Title: SVP GOLF COURSE OFFICE

Approved as to Form  
Georgia Southern University  
Office of Legal Affairs  
[Signature]

## EXHIBIT A DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on **September 1, 2014** and ending on **August 31, 2024**.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation, Allen E. Paulson Stadium, J.I. Clements Stadium, Hanner Fieldhouse, Eagle Field at GSU Softball Complex, Eagle Field (track & soccer), Hanner Tennis Complex, RAC Aquatics Center, Bennett-Ramsey Golf Center, Iron Works, Cone Hall, Cowart Building, Erk Russell Athletic Park, Gene Bishop Fieldhouse, Dan J. Parrish, Sr. Football Center and Football Operations Center, and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and "soda" making systems (e.g. Brita®, Soda Stream®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products, but shall not include incidental Blockage due to construction and/or maintenance of facilities or portions of facilities. "Blocked" has a corresponding meaning.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or

other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.

8. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted.
9. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use by Company.
10. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo").
11. "Concessionaire(s)" means University's third party food and beverage concessionaires.
12. "Designations" means (1) "Official Soft Drink, Juice, Tea, Sports Drink, etc. of Georgia Southern University"; (2) "Official Soft Drink, Juice, Tea, Sports Drink, etc. of the Georgia Southern Eagles;" and (3) "Official Sponsor of Georgia Southern University and the Georgia Southern Eagles.
13. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut milk/water or "Muscle Milk."
14. "Full Service Beverage Vending" means that Bottler will place vending machines on the Campus, stock the vending machines and collect all proceeds from the sale of Company Beverages through such vending machines.
15. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.
16. "NCAA" means the National Collegiate Athletic Association.
17. "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events

occurring on the Campus and having a duration of three (3) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or University's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company), but not with University or its agents; (b) it must be conducted on a statewide, regional or national basis; and (c) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products.

The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is allowed and will not be considered a Special Promotional Event. University will provide Sponsor with prior written notice of each event which University intends to designate as a Special Promotional Event; and also will use its best efforts to provide such written notice to Sponsor at least thirty (30) calendar days prior to the subject event.

18. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
19. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

**EXHIBIT B**  
**Beverage Vending Commissions**  
**(for Full Service Beverage Vending only)**

| <u>Product</u>                          | <u>Commission %</u> | <u>Initial Vend Prices</u> |
|---|---------------------|----------------------------|
| 12 oz. Can- Carbonated                  | 40%                 | \$0.75                     |
| 20 oz. PET- Carbonated                  | 40%                 | \$1.25                     |
| 16.9 oz. FUZE                           | 40%                 | \$1.50                     |
| 15.2 oz. PET- Minute Maid Juices To Go  | 40%                 | \$1.75                     |
| 20 oz. PET- DASANI                      | 40%                 | \$1.25                     |
| 20 oz. PET- <b>smart</b> water          | 40%                 | \$1.50                     |
| 16 oz. Can- Monster, Full Throttle, NOS | 40%                 | \$2.50                     |
| 15.5 oz. Can- Monster                   | 40%                 | \$2.50                     |
| 12 oz. Can – Monster                    | 40%                 | \$2.00                     |
| 15oz Muscle Monster                     | 40%                 | \$3.00                     |
| 15.5 oz. Can – Monster Java             | 40%                 | \$3.00                     |
| 16 oz. Can- Full Throttle               | 40%                 | \$2.50                     |
| 16 oz. Can- NOS                         | 40%                 | \$2.00                     |
| 11.5 oz. Core Power                     | 40%                 | \$3.00                     |
| 20 oz. PET- POWERADE                    | 40%                 | \$1.25                     |
| 20 oz. PET- <b>vitamin</b> water        | 40%                 | \$1.50                     |
| 20 oz. FUZE Tea                         | 40%                 | \$1.25                     |
| .5 liter FUZE Tea                       | 40%                 | \$1.50                     |
| 18.5 oz. Gold Peak                      | 40%                 | \$1.50                     |
| .5 liter Honest Tea                     | 40%                 | \$1.50                     |

Commissions will be paid based on cash collected, net of sales tax, debit/credit card fees and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler. Bottler reserves the right to review vend prices and commission rates annually with the University and adjust vend prices as surrounding market conditions dictate. Bottler will notify University in writing 30 days prior to any rate change.



**EXHIBIT C**  
**Product Pricing**

**Bottle/Can Products:**

| <b><u>Package</u></b>                   | <b><u>Price per Case</u></b> |
|---|------------------------------|
| 12 oz. Can- Carbonated                  | \$7.50                       |
| 20 oz. PET- Carbonated                  | \$19.00                      |
| 2 liter PET-Carbonated                  | \$11.00                      |
| 8oz. Glass- Carbonated                  | \$13.50                      |
| 7.5 oz. Can-Carbonated                  | \$7.50                       |
| 12 oz. PET- Carbonated                  | \$9.55                       |
| 16.9 oz. FUZE                           | \$15.00                      |
| 300 ml. Tum-E Yummie                    | \$6.75                       |
| .5 liter- Honest Ade                    | \$13.92                      |
| 15.2 oz. PET- Minute Maid Juices To Go  | \$21.45                      |
| 12 oz. PET- Minute Maid Enhanced        | \$22.60                      |
| 11.2 oz.- ZICO                          | \$14.52                      |
| 14 oz. - ZICO                           | \$20.04                      |
| 1 Liter – ZICO                          | \$40.08                      |
| 20 oz. PET- DASANI                      | \$10.00                      |
| 1 liter PET- DASANI                     | \$10.00                      |
| .5 liter PET 24pk- DASANI               | \$5.75                       |
| 12 oz. PET- DASANI                      | \$8.50                       |
| .5 liter PET 6pk- DASANI                | \$10.20                      |
| 20 oz. PET- smartwater                  | \$19.50                      |
| 1 liter PET- smartwater                 | \$15.50                      |
| 700ml PET- smartwater                   | \$22.00                      |
| 16 oz. Can- Monster, Full Throttle, NOS | \$36.00                      |
| 15.5 oz. Can- Monster                   | \$36.00                      |
| 12 oz. Can – Monster                    | \$17.00                      |
| 18.6 oz. Can – Monster                  | \$45.00                      |
| 15.5 oz. Can – Monster                  | \$36.00                      |
| 15oz Muscle Monster                     | \$24.00                      |
| 1.93oz Fuel In a Bottle                 | \$16.43                      |
| 15.5 oz. Can – Monster Java             | \$20.00                      |
| 16 oz. Can- Full Throttle               | \$36.00                      |
| 16 oz. Can- Full Throttle (12ct)        | \$18.00                      |
| 16 oz. Can- NOS                         | \$36.00                      |
| 22 oz. Can- NOS                         | \$21.00                      |
| 3 oz. POWERADE Drops                    | \$16.15                      |
| 1.9 oz. DASANI Drops                    | \$16.15                      |
| 11.5 oz. Core Power                     | \$27.00                      |
| 20 oz. PET- POWERADE                    | \$18.50                      |
| 20 oz. (8pk) PET- POWERADE              | \$15.50                      |
| 32 oz. PET- POWERADE                    | \$16.75                      |

|                          |         |
|--------------------------|---------|
| 20 oz. PET- vitaminwater | \$24.00 |
| 23 oz. Peace Tea         | \$7.50  |
| 1 liter FUZE Tea         | \$7.20  |
| 20 oz. FUZE Tea          | \$18.50 |
| .5 liter FUZE Tea        | \$10.20 |
| 18.5 oz. Gold Peak       | \$15.00 |
| .5 liter Honest Tea      | \$14.00 |
| .5 liter Honest Ade      | \$14.00 |
| 16.9oz Fruitwater        | \$13.47 |

Bottler may adjust pricing for bottle/can Beverages annually but by no more than 5%. In the event of a substantial unforeseen increase in a material component of cost of goods, increase may be higher. Bottler will notify the University in writing 30 days prior to any rate change.

**Fountain (Bag-in-Box) Products:**

**Minute Maid Orchard's Best (Bag-in-Box Juice):\*\***

University will purchase all Minute Maid Orchard's Best Bag-in-Box juice at the following prices.

| Brand                                      | SKU  | Package | 2014 List Price (per Box) | Allowance (Per Case) | 2014 Net Price * (per Case) |
|--|------|---------|---------------------------|----------------------|-----------------------------|
| Minute Maid Orchard's Best Orange Juice    | 6280 | 2.5 BIB | \$73.59                   | \$11.30              | \$62.29                     |
| Minute Maid Orchard's Best Apple           | 6281 | 2.5 BIB | \$74.75                   | \$18.10              | \$56.65                     |
| Minute Maid Orchard's Best Grape           | 6282 | 2.5 BIB | \$56.77                   | \$11.75              | \$45.02                     |
| Minute Maid Orchard's Best Kiwi Strawberry | 6284 | 2.5 BIB | \$50.67                   | \$13.50              | \$37.17                     |

\*Net Price does not include distributor mark up or freight

Prices for Minute Maid Orchard's Best will be Company's then current list price less the Allowance in the schedule above. Allowances will be held firm for the term of the agreement. Net Price will adjust each year on the "Effective Date" and will be calculated by subtracting the Allowance Fund from Company's then Current List Price.

**All other Company Bag-in-Box:\*\***

University will purchase all other fountain/Bag-in-Box Company Beverages at the price listed below. Company may adjust pricing for Fountain/Bag-in-Box Beverages annually based on the increase in the Company's National List Price.

Effective September 1, 2014 – August 31, 2015: \$7.30 per gallon

\*\*Prices do not include sales, use, or excise taxes.

**EXHIBIT D**  
**Signage and Other Advertising**

**(A) Signage** - Sponsor will receive the following signage on Campus:

- Venue signage for football, basketball, baseball, soccer, volleyball, softball and track and field.
- Sponsor will be featured as the primary sponsor on all souvenir stadium cups.
- Courtside signage at all home basketball games.
- Sponsorship recognition for all home sporting events to include up to 45% coverage on all athletic scoreboards in all venues.

**(B) Print Advertising** - Annually during the Term, Sponsor will receive the following print advertising in publications associated with University:

- Special recognition in the football program

**(C) Internet Advertising**

Sponsor will receive sponsorship recognition and have an opportunity to place its logo and/or mark on the Georgia Southern University Athletics website..

**(D) Video/Television Advertising**

Sponsor will be featured in a mutually agreed upon manner on the video board during the football and basketball seasons.

Sponsor will have an opportunity to place Company Beverages or Company merchandise during all of the coach's press conferences and coach's television shows.

Sponsor will receive four (4) PA announcements during all home athletic events.

**(E) Other**

- Use of GSU Athletic personnel for use in retail and community events, subject to availability and approval, and within a reasonable proximity of the Campus.

**EXHIBIT E**  
**Tickets/Hospitality**

- (A)** University will provide Sponsor with the following tickets and entertainment/hospitality privileges free of charge, during each Agreement Year:
- 4 season Bishop club seats and 8 season VIP seat located in the new premium seating on the North Side of Stadium for all home football games including any post season events
  - 4 football tickets in Eagle Club for regular football season
  - 12 season football Tickets
  - 4 football bowl game tickets
  - 2 Booster Club license plates and 2 Booster Club window decals
  - 12 season tickets for basketball
  - 8 tickets for basketball conference tournament
  - 12 season tickets for baseball
  - 8 tickets for baseball conference tournament
  - VIP football parking tickets: 4 Season Parking Passes in preferred lot adjacent to South Stands at Paulson Stadium and 6 Season Passes for the RAC Parking Lot
  - 100 Olympic sports tickets
- (B)** In addition, Sponsor will have the right to purchase the following tickets and entertainment/hospitality privileges at face or rate card value, during each Agreement Year:
- Away games
  - Additional playoff and/or championship tickets
- (C)** University shall ensure Product placement at all coach's press conferences and all coach's television shows.

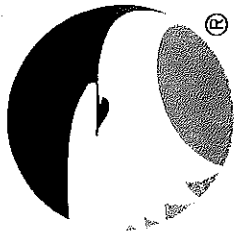
## EXHIBIT F

### COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
4. **WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
5. **MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
9. **OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.

# **EXHIBIT G**

**Coca-Cola's Proposal to Georgia Southern University**



GEORGIA  
SOUTHERN  
UNIVERSITY



©2014 The Coca-Cola Company All Rights Reserved.

*Coca-Cola*<sup>®</sup>

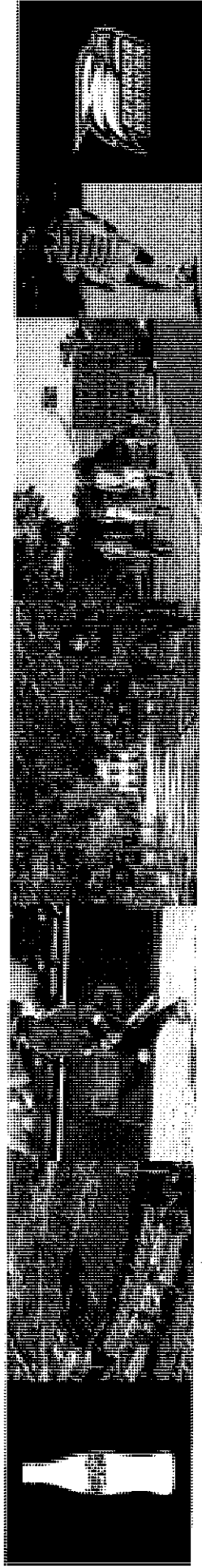






# Agenda

- Introduction and Company Overview
- Funding Structure
- Marketing Initiatives
- Equipment Innovation
- Partnership: Education and Sustainability
- Closing





# Company Overview

*Coca-Cola*



# GSU's Coca-Cola Team

## Account Management

**Dennis Key – Statesboro Sales Center Manager**  
Coca-Cola United  
(912) 681-2653/dkey@ccbcbu.com

**Chad Henry – Statesboro On Premise Manager**  
Coca-Cola United  
(912) 681-2653/chadhenry@ccbcbu.com

**Rick Terrell – Vice President, Coastal Division**  
Coca-Cola United  
(912) 748-0033/rterrell@ccbcbu.com

**John Sherman – Senior Vice President, East Region  
and Chief Commercial Officer**  
Coca-Cola United  
(205) 849-4658/jsherman@ccbcbu.com

**Pamela Stewart – Vice President, Region Sales – East**  
Coca-Cola Refreshments  
(404) 797-6725/pstewart@coca-cola.com

## Marketing

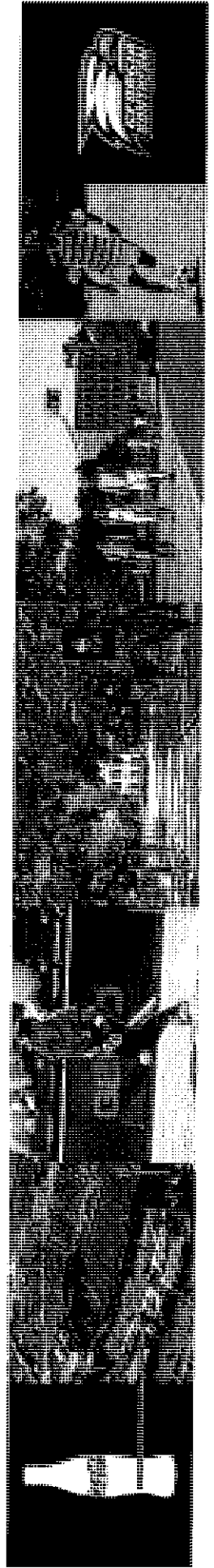
**Jim Gulley – Franchise Manager**  
(404) 304-1722/jgulley@coca-cola.com

**John Duffy – Director, Sales and Marketing, Franchise  
Coca-Cola Refreshments**  
(678) 224-2452/johnduffy@coca-cola.com

## Contractual Partnership Management

**Marvin Vines – Regional Marketing Asset Manager**  
Coca-Cola Refreshments  
(404) 277-8201/mvines@coca-cola.com

**Malcolm Bruni – Vice President, Strategic Partnerships**  
Coca-Cola Refreshments  
(212) 545-6192/mbruni@coca-cola.com



# Georgia Southern Grads Work All Across Our System

Ed Steinike  
Chief Information Officer,  
Coca-Cola Company

Lindsey Bollinger  
Account Manager  
Coca-Cola United

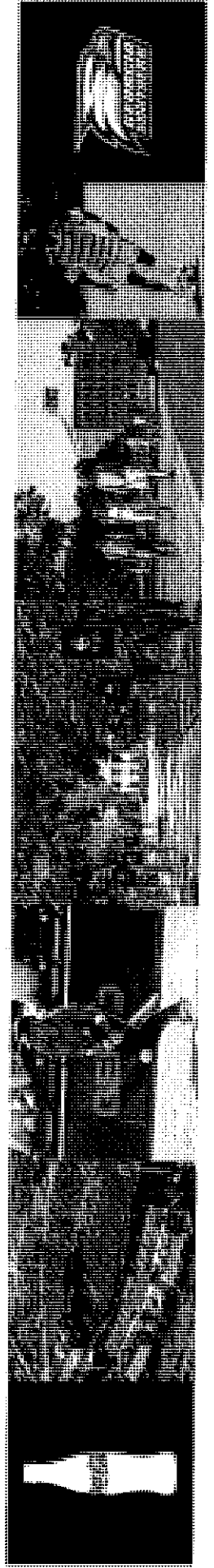
Mason Gibbs  
Accountant  
Coca-Cola United

Elizabeth Ann Mashburn  
Route Accountant  
Coca-Cola United

Tom Orfield  
Sales Supervisor  
Coca-Cola United

Jake Powell  
Key Account Manager  
Coca-Cola United

Phillip Story  
Statesboro OPBDM  
Coca-Cola United



# Coca-Cola and Georgia Southern University



GEORGIA  
SOUTHERN  
UNIVERSITY

## Aligned to Grow Together



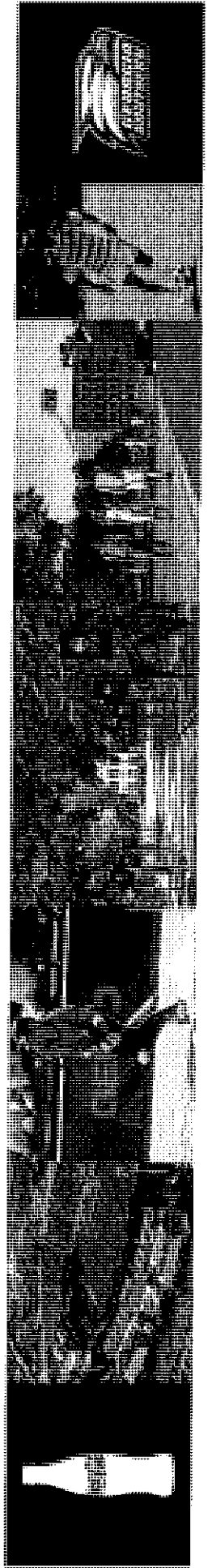
- Increased revenue through pouring rights, commission and beverage sales
  - Proven customer service and equipment support
  - Creative Marketing Activation to support beverage sales and campus/athletic initiatives
  - Expand Sustainability and Healthy Campus Initiatives
  - Build and expand the University's brand in Athletics
- P A R T N E R S H I P**
- Preferred brand portfolio & Consumer Beverage Experience
  - Leadership in Corporate Responsibility & Sustainability
  - Superior Customer Service
  - World Class Marketing
  - Lead with an undisputed social license to operate
  - Committed Partner

## JOINT COMMITMENT TO EDUCATION



The Coca-Cola Foundation








We currently have exclusive partnerships with 8 of the 12 Sun Belt Conference schools.



# The world's greatest brands

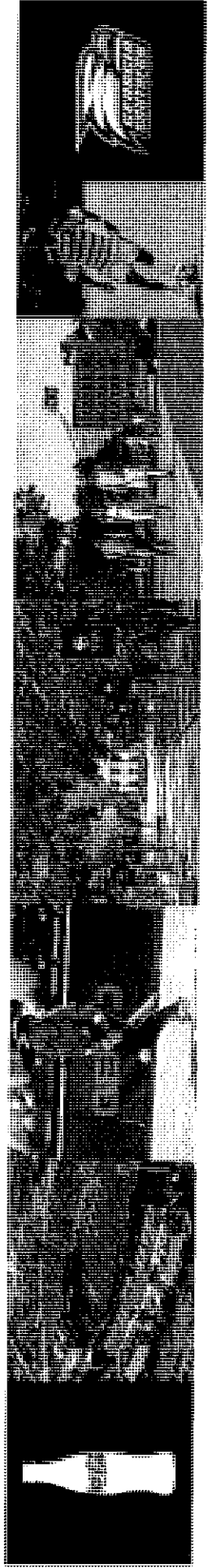
## TOP 10 BEST GLOBAL BRANDS

### BusinessWeek

|     |  |
|-----|--|
| #1  |            |
| #2  | Google   |
| #3  | <i>Coca-Cola</i>   |
| #4  |            |
| #5  | Microsoft  |
| #6  |            |
| #7  |            |
| #8  |           |
| #9  |          |
| #10 |  TOYOTA |

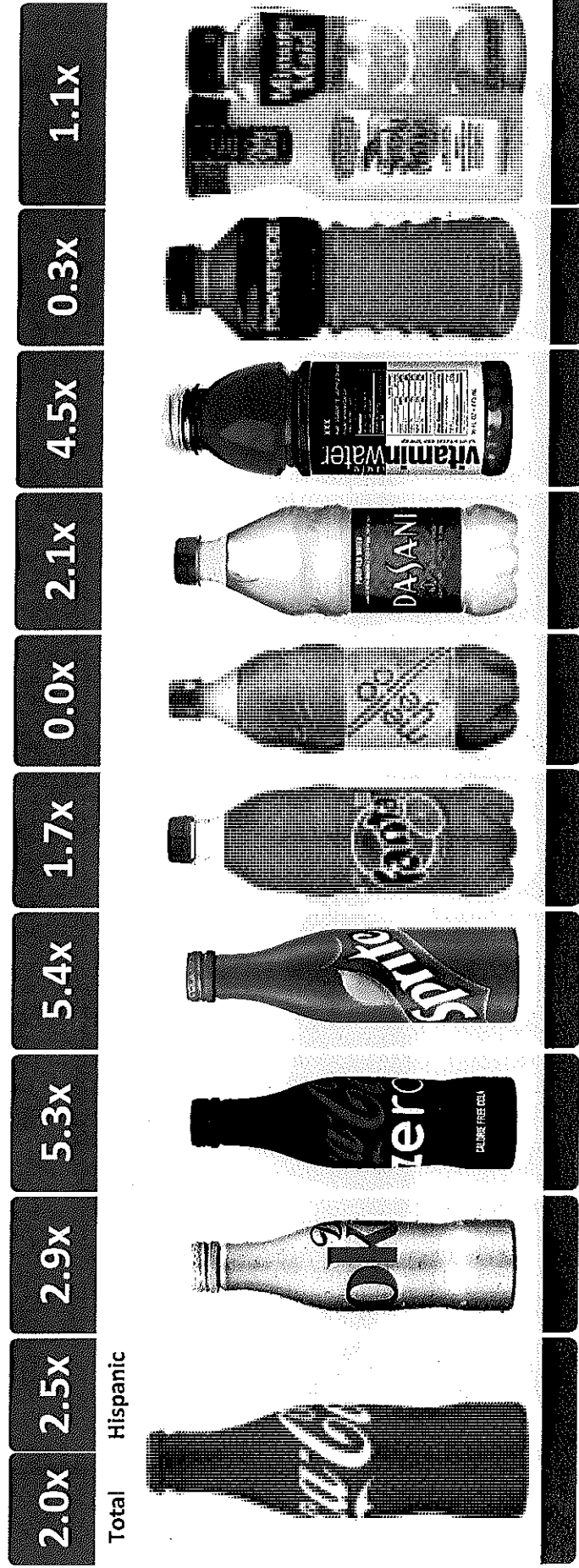
Source: Business Week/Interbrand October 2013

We want to continue to grow BOTH of our brands throughout our partnership

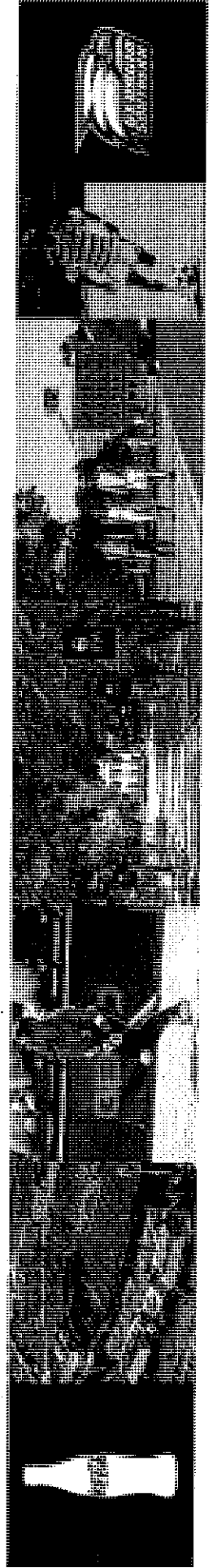


# Building Stronger Sparkling & Still Beverage Brands

## FAVORITE BRAND VS. PRIMARY COMPETITOR



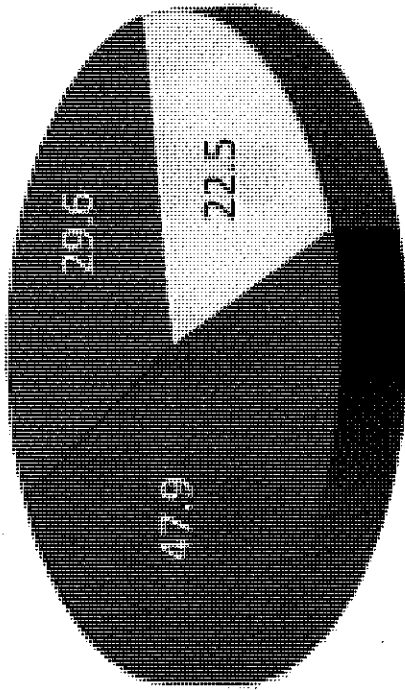
Source: 12mmt February 2014 Favorite Brand Across Category  
Minute Maid & Simply Total Tmk vs Competitor Total Tmk



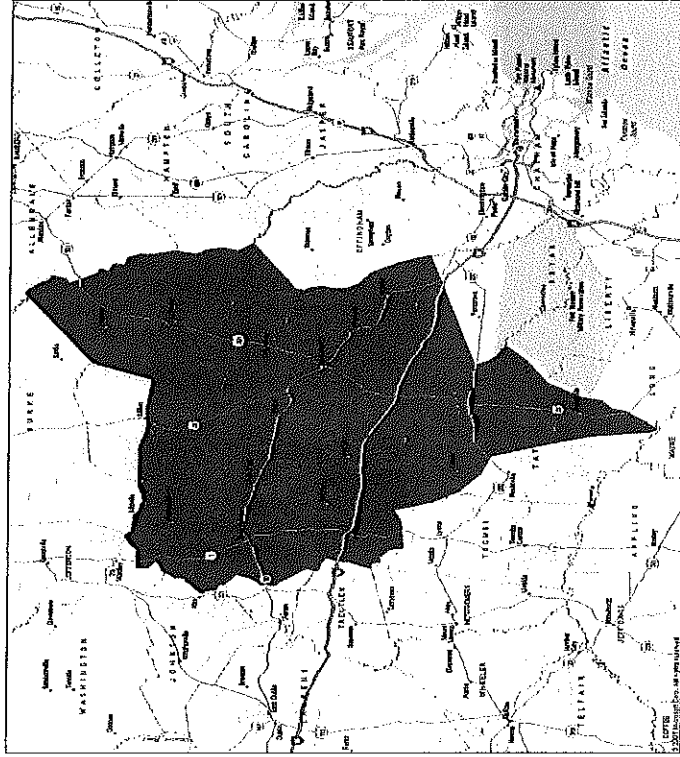


... And Locally

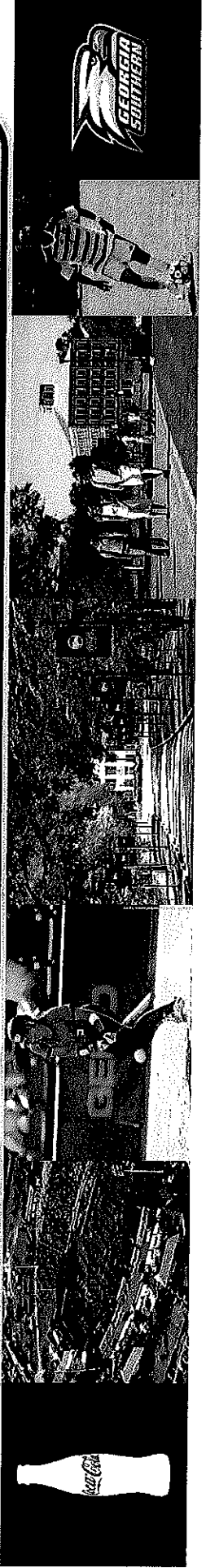
We have a dominant share advantage over our nearest competitor in the Statesboro geography



■ Coca-Cola   ■ Pepsi   ■ Other



Source: 2013 Beverage Digest Fact Book  
(reflects U.S. data year-end)



We're Committed to Bring Choice to GSU



180

no-and  
low-calorie  
options

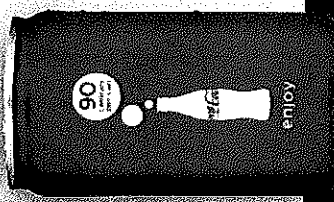
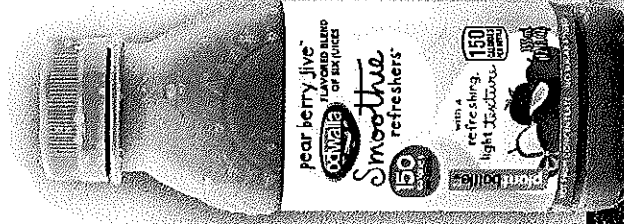
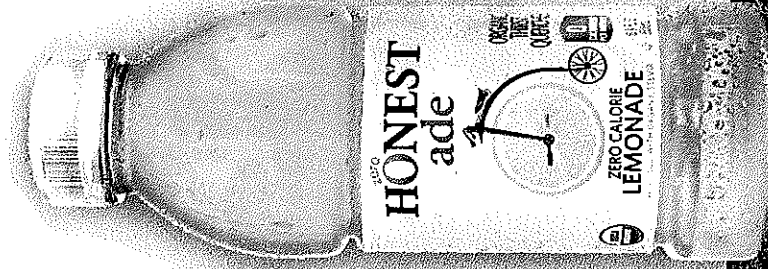
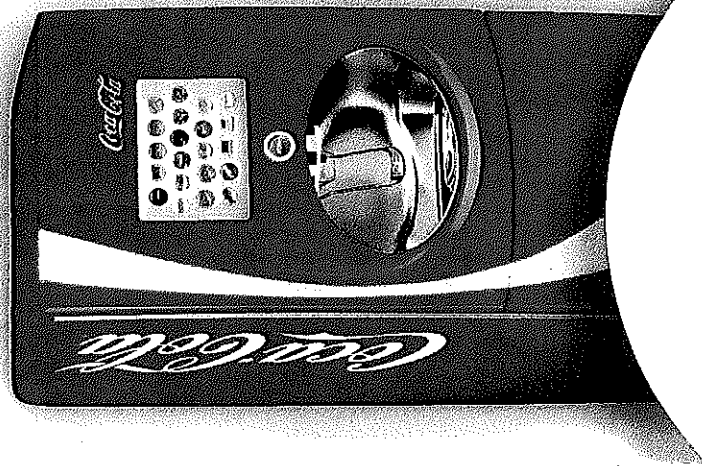
650+

beverage  
options in the  
United States



We're Committed to Bring Innovation to GSU

a **wider** variety  
than **ever**  
before



**More  
Choice**





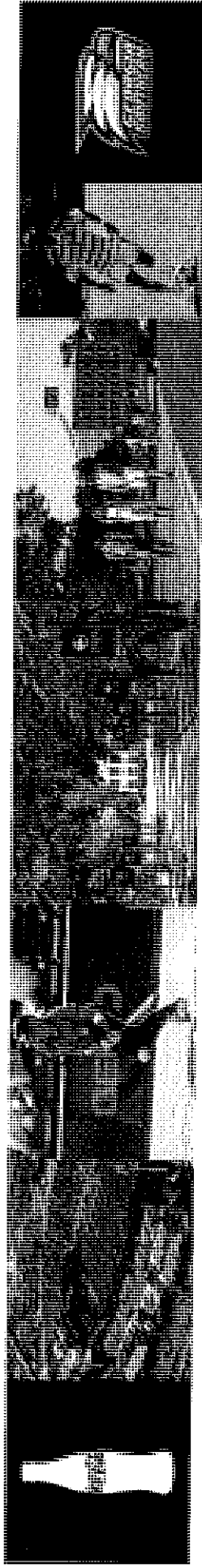
# Funding Structure



**Coca-Cola is proud of our association with  
Georgia Southern University**

**We Do Not Want To Be Your Beverage Provider  
We Want To Be Your Business Partner**

- For the next 10 years we are proposing:
  - A **robust financial plan** to facilitate continued growth
  - A **comprehensive marketing plan** that demonstrates our belief in the growth of GSU.
  - **Unique business opportunities and cutting-edge technology** that we are already implementing and expanding at GSU.



# Sponsorship Allocation

Coca-Cola is investing **\$500,000** in annual sponsorship funding to GSU in return for exclusive beverage availability and marketing rights. GSU will be able to distribute these funds to respective departments across primary strategic priorities at their own discretion.

Coca-Cola has outlined the following recommendation of this disbursement of the **\$600,000** annual sponsorship funding based on the order of importance of specific priorities per our ongoing discussions with GSU:

- » Academic and Scholarship Support = **\$25,000**
- » Sustainability and Research Support = **\$25,000**
- » Athletics = **\$225,000**
- » Other Sponsorship = **\$225,000**





# Marketing Initiatives

*Coca-Cola*

Annual Value  
Of \$200,000

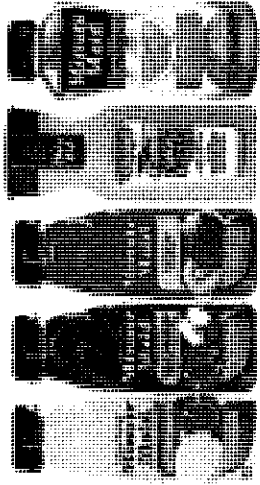


# Unparalleled Global Reach to Share with Georgia Southern University!!

The Coca-Cola Company was established 128 years in 1886 and is the world's largest beverage company.



- 500+ Brands
- 3,500 beverage products
- 800 low and no-calorie beverages.
- Coca-Cola – a \$77.8 billion brand\*



World's largest juice & juice drink company

Global System doing business in over 200 countries with over 700,000 employees



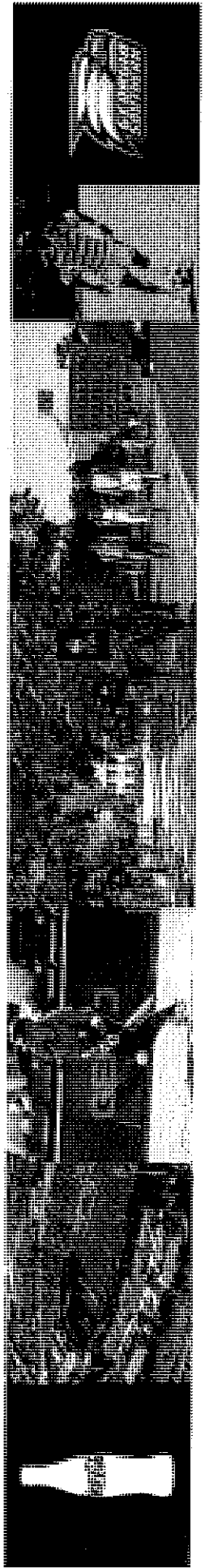
#1 Brand Page on Facebook with 71+ million likes for Coca-Cola on Facebook™ as of August 2013



Net Operating Revenues in 2013 of \$48.0 Billion



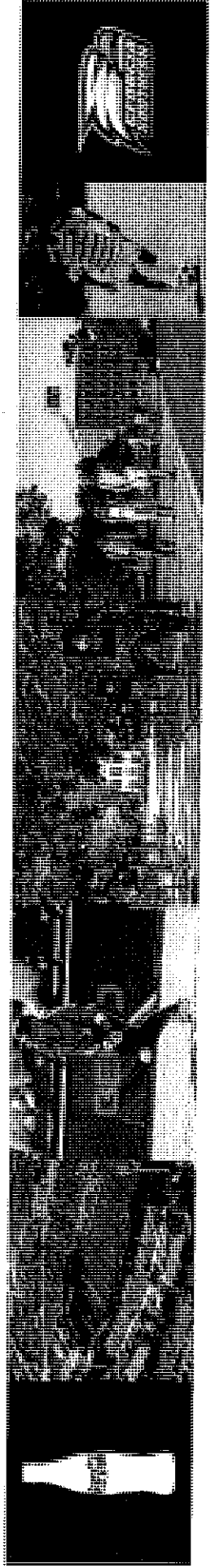
More than 800,000 hydro fluorocarbon-free (HFC-free) refrigeration systems in markets worldwide to date





# Coca-Cola is the Right Partner for Georgia Southern University

On Campus Interactive Marketing



# Partnering to Achieve Growth Drive Volume with Marketing Activation

## 2014 University Program Calendar

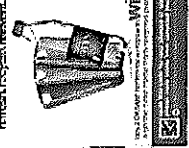
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC



**Big Game**



**March Madness**



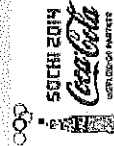
**Earth Month**



**Fall Football**



**Holiday**



**Olympics**



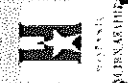
**All Star Weekend**



**World Cup**



**Back to School Programming!**



**Hispanic Heritage**

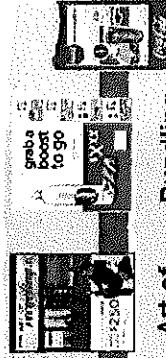


**Dr Pepper Tuition**



**Fuel Up for Finals**

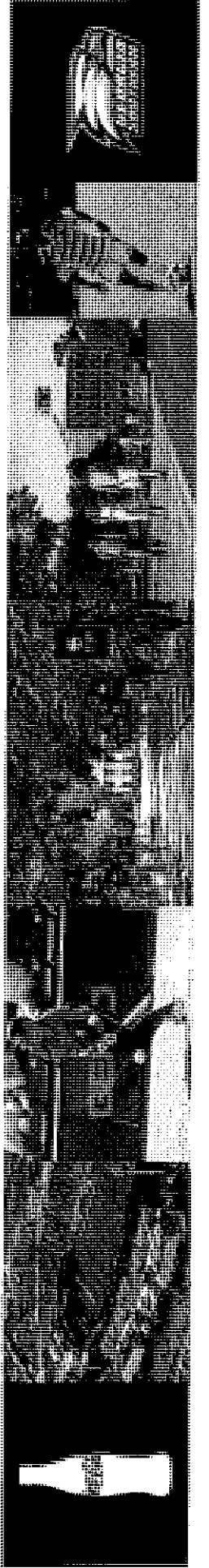
**Customized GSU Programming**



**Art of Recycling**

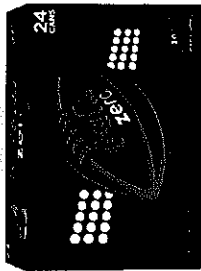
**Bundling**

**YEAR LONG / SUSTAINING**

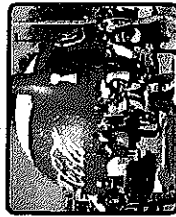


# Promotion Initiatives: Big Events

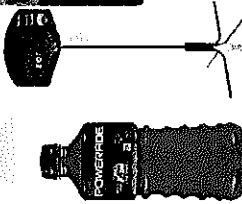
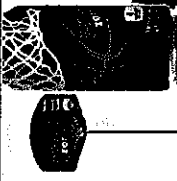
**BIG GAME**



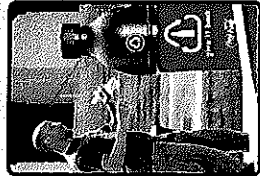
**SPRING  
BREAK**



**MARCH MADNESS**



**GIVE IT BACK  
PROGRAM**



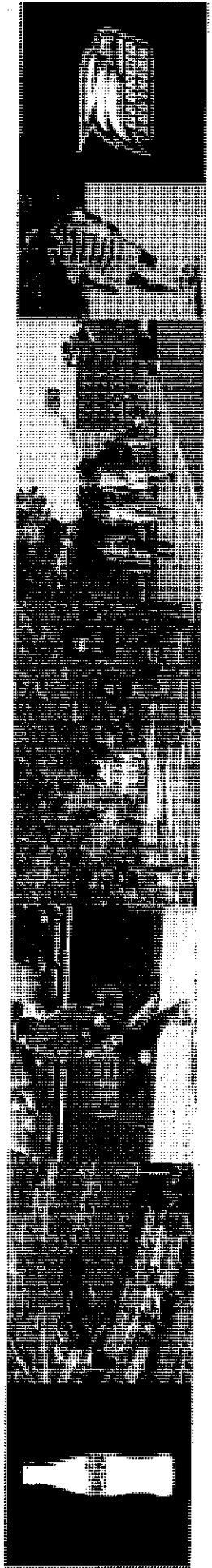
**FALL FOOTBALL**



**FUEL UP  
FOR FINALS**



**EARTH MONTH**



# Coca-Cola Long-Term Partnerships



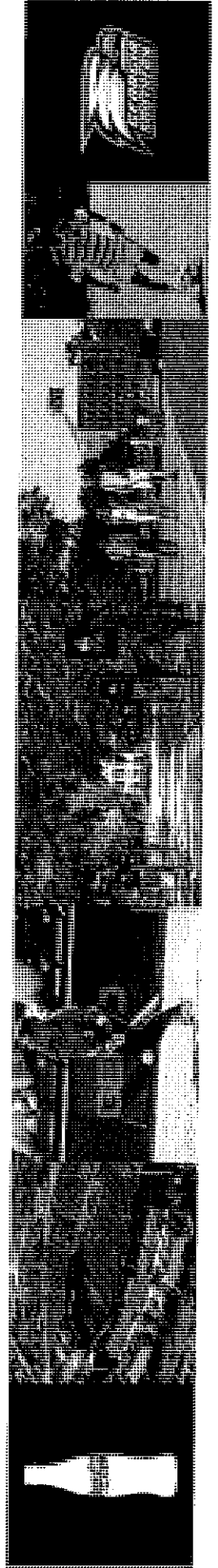
We are the only beverage provider that can provide you cross promotional opportunities with so many different partners across a wide variety of channels.



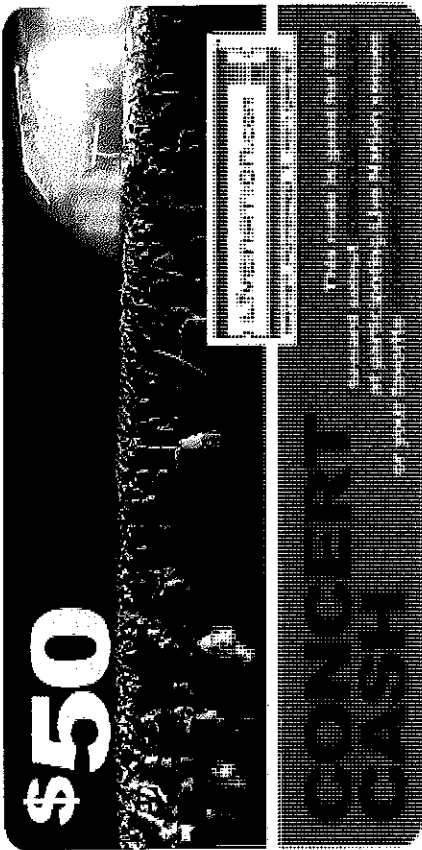
# Win a Ticket Home!

We can execute this promotion at GSU!

- **Concept:** Students entered to win via website a airline ticket home for the holidays! 2 winners were chosen.
- **Brands:** Coke Zero
- **Pkg:** 20oz
- **POS:** Vending Snipe, window poster, flyer
- **Media:** Campus mediums



# Live Nation Concert Cash:



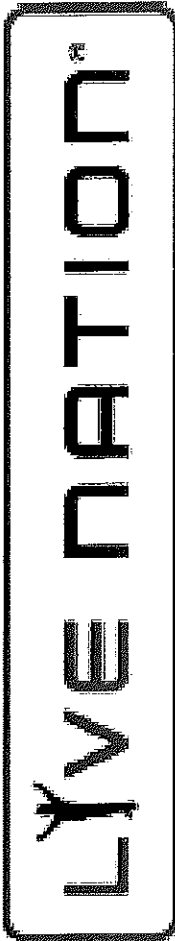
We can execute this promotion  
with GSU! 3 Live Nation  
venues are in Atlanta!

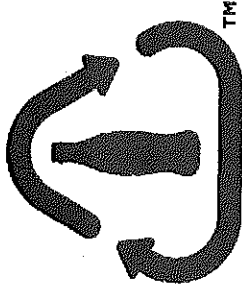
## Description:

Concert Cash provides specific cash off amounts towards the purchase of concert tickets or music merchandise via a Coca-Cola Live Nation redemption page.

Concert Cash is available in amounts of \$10, \$25 and \$50 in 2014 and is delivered as digital codes in an excel sheet. \*If cards are needed for distribution, please plan to print these using the codes.

All 2014 codes expire March 31, 2015.





*Coca-Cola*  
**RECYCLE  
& WIN™**

## Fan of the Game

**Another exciting promotional  
idea we can execute with  
GSU!!**

**TIMING:**

All home football games

**CONCEPT:**

During football pre-game, GSU recycling team finds fans in tailgating areas that are recycling Coke products. Fan gets a prize pack from Coca-Cola (\$100 gift card). Fan photograph is featured on Athletics and Campus website and page each week as the Coca-Cola Recycle & Win Fan of the game. We will also promote recycling via the Facebook page during the week as a reminder to fans that they can win!

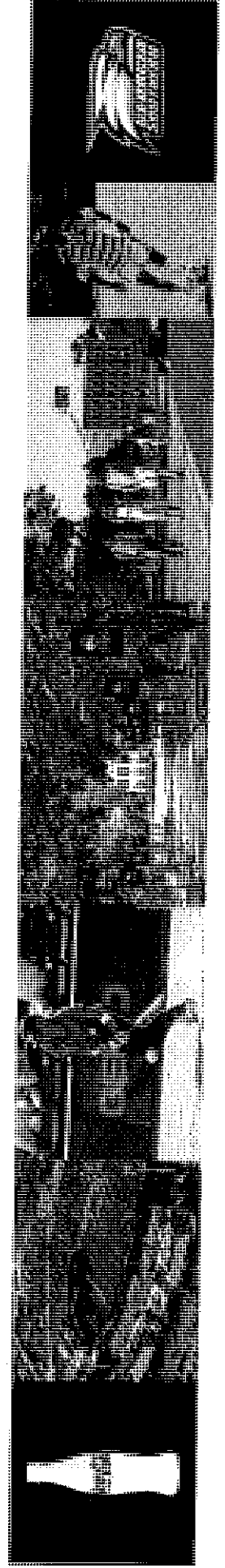
**Facebook**

**BAGS:**

Coca-Cola can produce custom bags with Recycle & Win and School Recycles logos on them or we can use current recycling bags if they exist.

**MEDIA:**

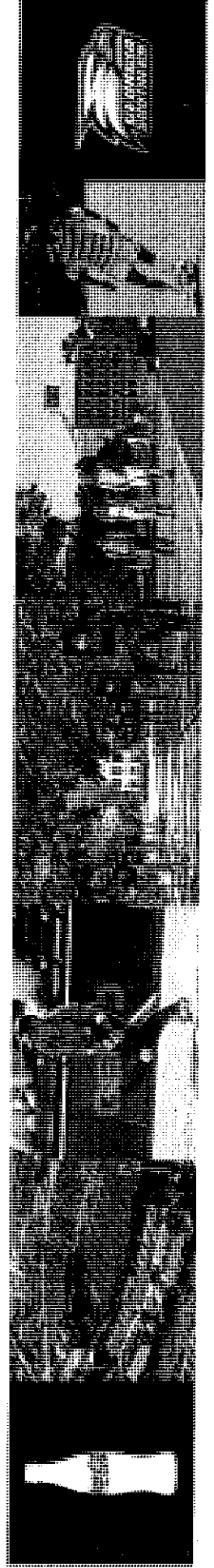
Social media outlets "Coca-Cola Recycle and Win fan of the week"



# Coca-Cola is the Right Partner for Georgia Southern University

© 2008 The Coca-Cola Company. All rights reserved. For more information, visit us online at [www.coca-colacompany.com](http://www.coca-colacompany.com).

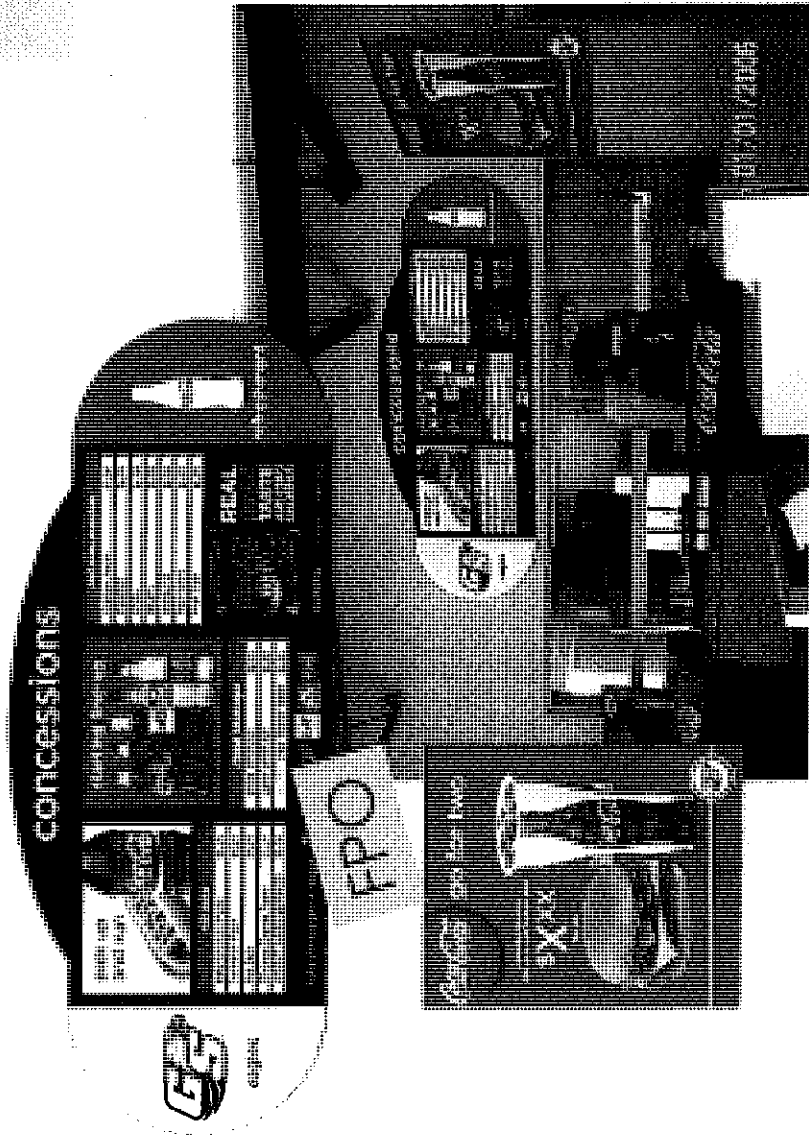
## On Campus Messaging



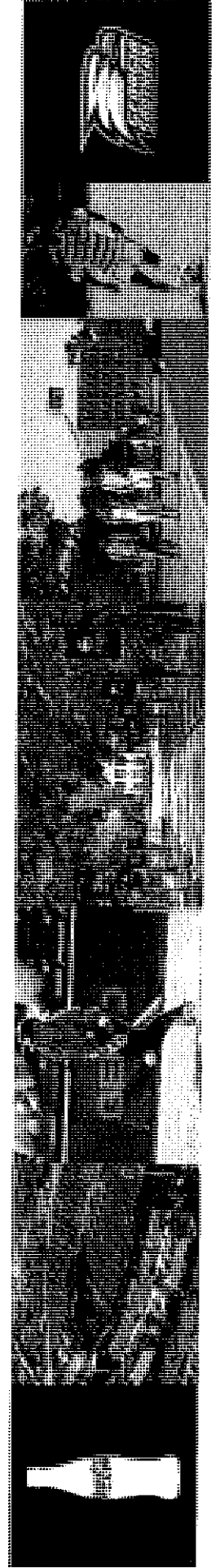
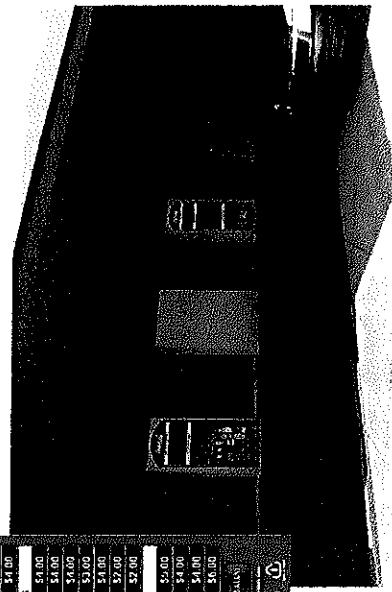


# Menu Boards

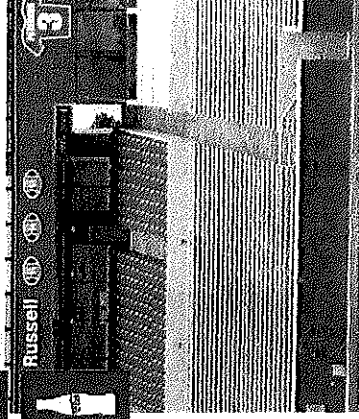
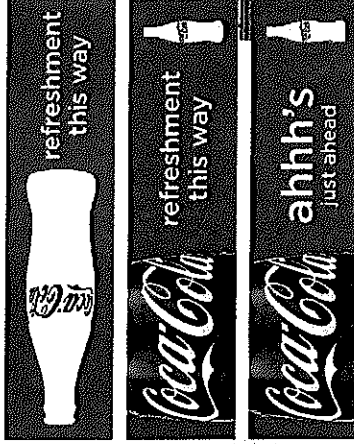
We can bring our brands together to help increase sales at concessions at GSU!



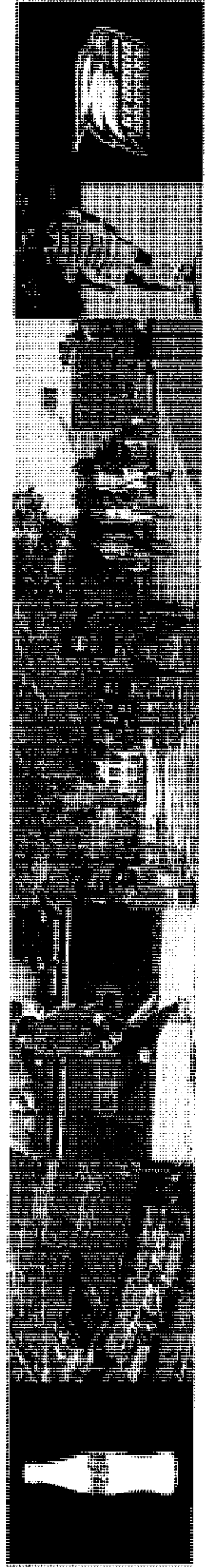
| Coca-Cola   |        |
|---|--------|
| ICE TOYS  |        |
| All Bird Hot Dog  | \$4.00 |
| Johnsaviille Gasmagic   | \$5.00 |
| Nachos w/cheese   | \$4.00 |
| Half-Cone munchies  |        |
| Roasted Peanuts   | \$4.00 |
| Jumbo Pretzel   | \$4.00 |
| Cotton Candy  | \$4.00 |
| Fresh-Popped Popcorn  | \$3.00 |
| Peanuts   | \$4.00 |
| Candy   | \$2.00 |
| Hot Drinks  | \$2.00 |
| Coca-Cola Bottling Co.  |        |
| Light-Coriander Cup   | \$2.00 |
| Regular-Coriander Cup   | \$4.00 |
| 8oz 2002 Bottle Water   | \$4.00 |
| Southern Mug  | \$6.00 |
|   |        |
| GEORGIA STATE UNIVERSITY<br>1000 UNIVERSITY AVENUE, N.W.<br>ATLANTA, GA 30303 |        |



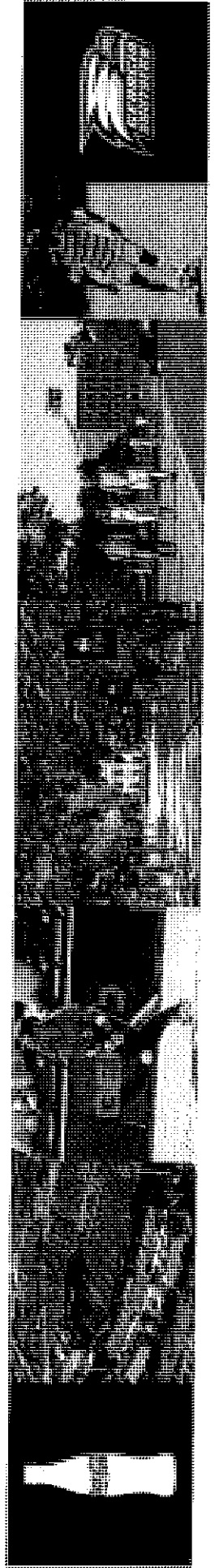
# Directional Signage



We can bring our brands together to help increase sales at concessions at GSU!



# Concourse Signage





# Campus Outlets



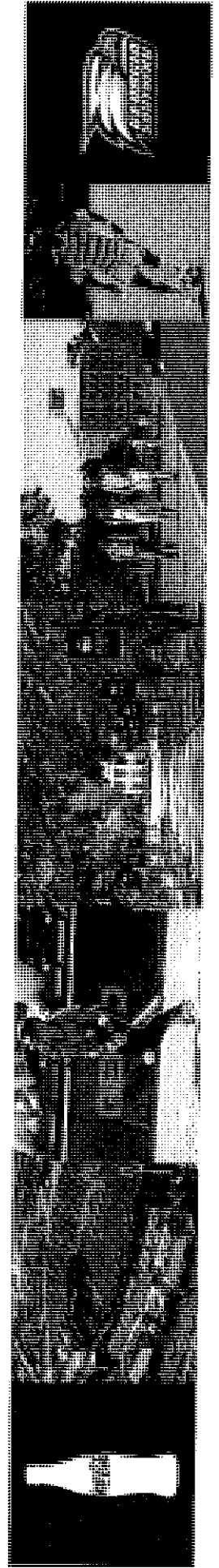
eagles refreshment



EAGLES refreshment



eagles refreshment

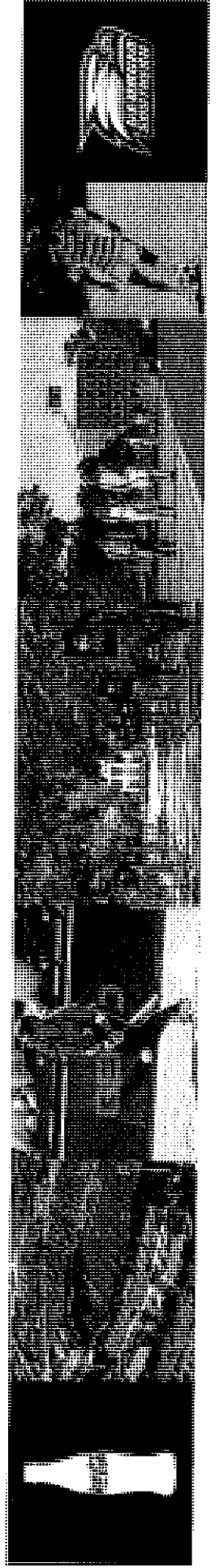




# Coca-Cola is the Right Partner for Georgia Southern University

PHOTO COURTESY OF GEORGIA SOUTHERN UNIVERSITY. VISIT US AT WWW.COCACOLA.COM/US/STUDENT-UNIVERSITY-AND-CAMPUS-MARKETING

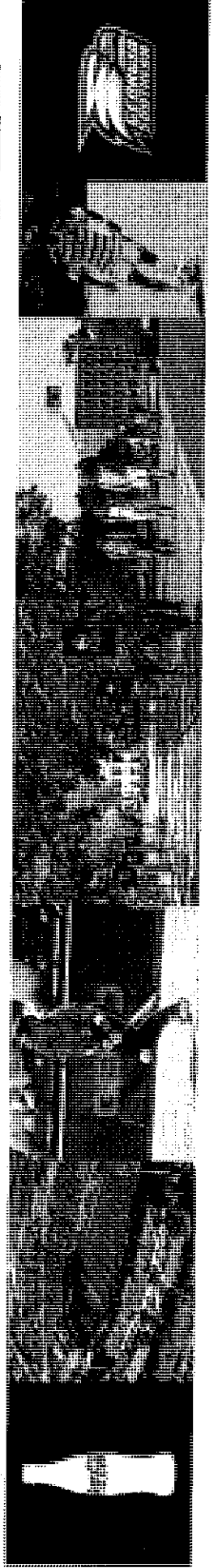
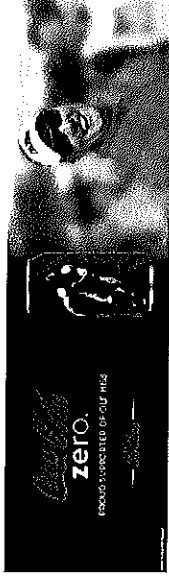
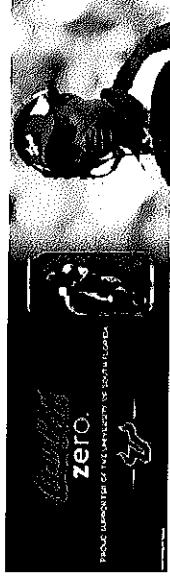
## Off Campus Retail Marketing





# Out of Home Media

We will feature GSU in our Fall Football OOH Media Campaign, including Savannah and our Digital Board in ATLANTA!!







# Georgia Southern Sweepstakes

enjoy everything



# Georgia Southern Sweepstakes

**Program**

**Objectives:**

- Capitalize on the enthusiasm generated by the GSU vs Florida football game
- Drive beverage incidence in Club Coke and On-Campus
- Fill customer availability voids

**In-Market Timing:** 9/30 – 10/27

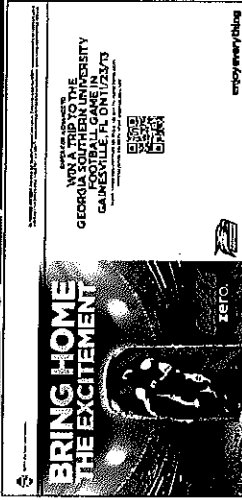
**Program**

**Overview:**

Consumers will learn about the promotion through in-outlet POS and will be able to enter sweeps via school bookstore website (QR code on POS leads consumers to website):

- Grand Prize: Trip for (4) to the GSU-Florida game in Gainesville, FL on Nov 23. Trip includes travel cash, sideline tickets, 2 night hotel stay
- Grand prize awarded during halftime of the Furman game on 11/2

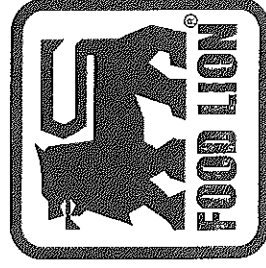
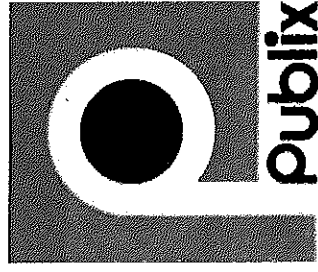
**POS:**



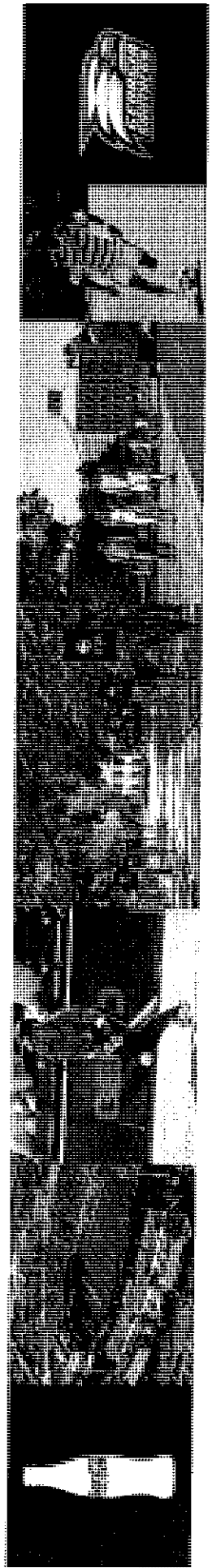
# Georgia Southern Sweepstakes

October, 2013

- Consumers registered to win a VIP trip to the GSU – Florida game in Gainesville
- Featured on display POS in 40+ supermarkets across south Georgia
- 2 radio remotes
- Shoppers registered to win on GSU online
- Supported with Dealer incentives



# Radio remotes in Savannah & Brunswick



# Happy Consumer Winners after GSU Beat the Gators!

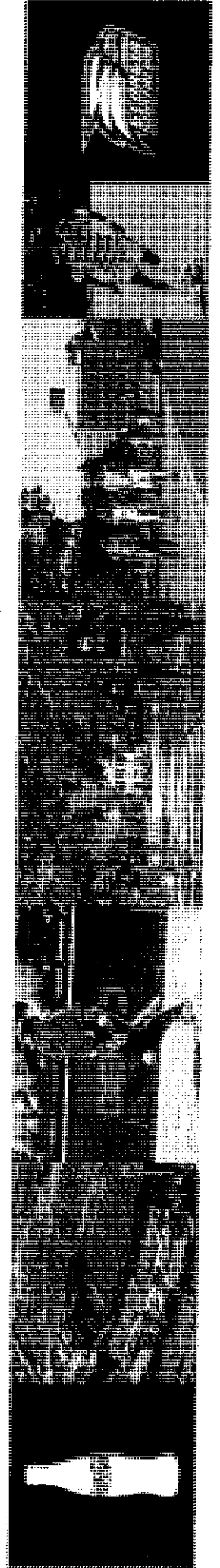
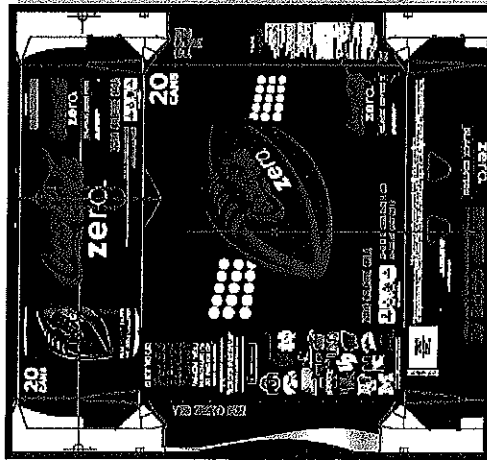
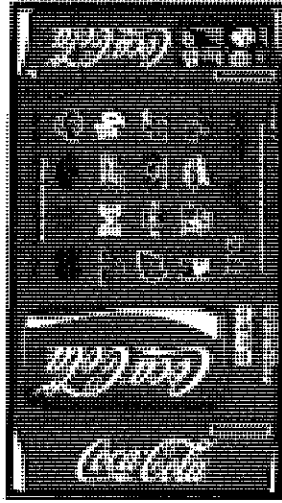
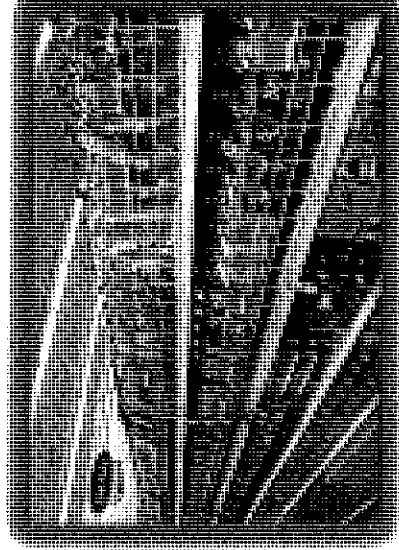
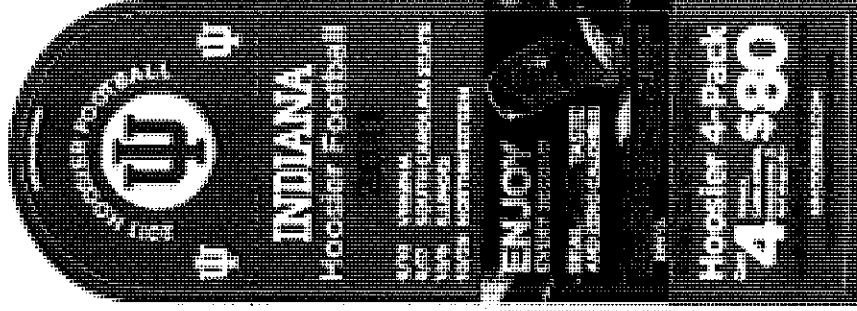
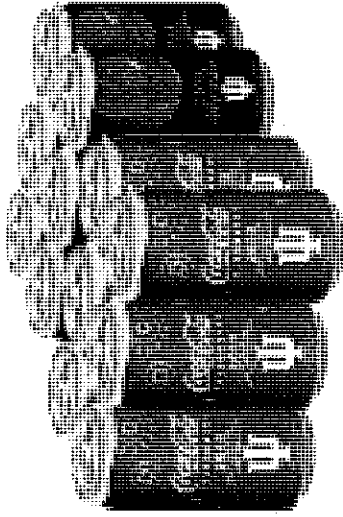


# Packaging

Inclusion of Georgia Southern University Athletics whenever opportunities exist.

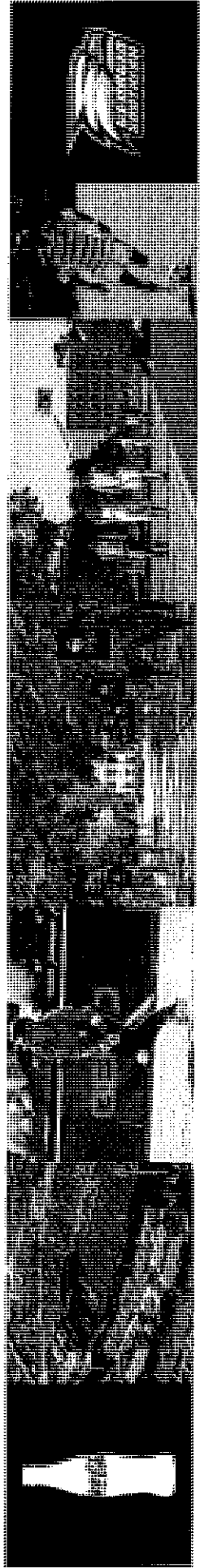
Examples:

- National Fall Football
- Final Four Basketball
- Championship celebrations





# In-Market Activation







GEORGIA  
SOUTHERN  
UNIVERSITY

# Equipment Innovation

*Coca-Cola*®



# Coca-Cola Freestyle™ Next Generation of Fountain Equipment



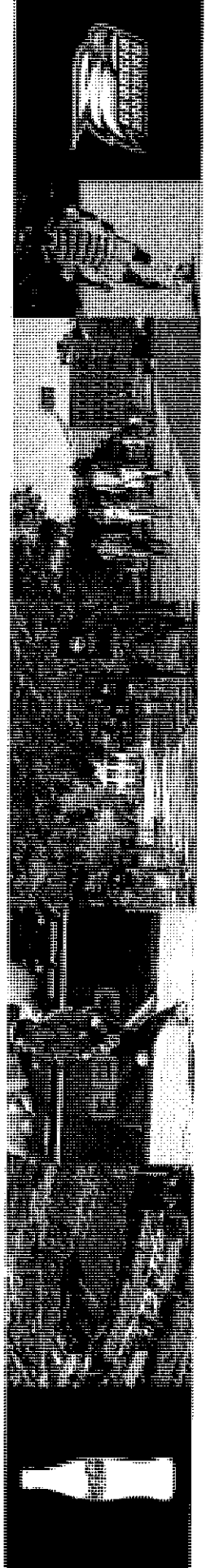
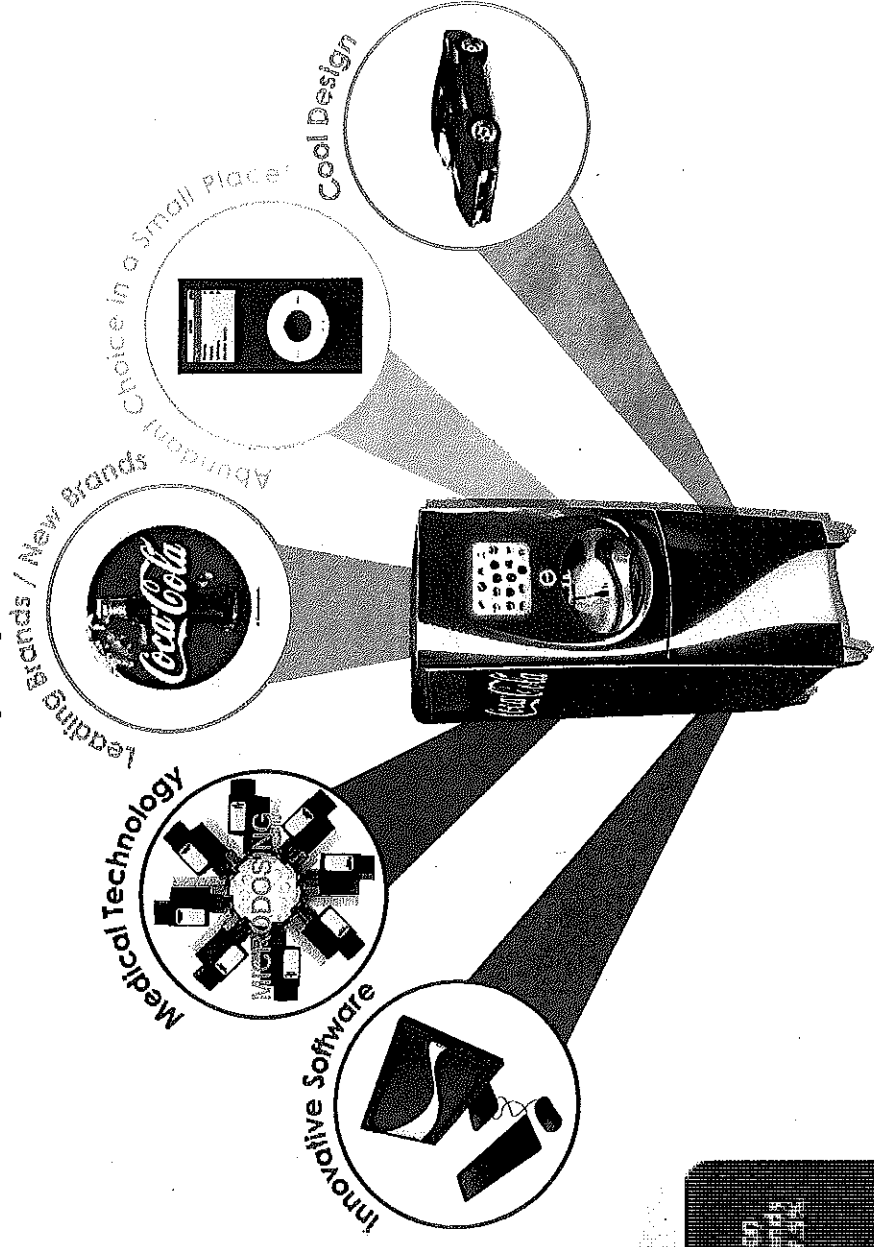
Volume Will Grow as Variety Increases

8 Base Brands

14 Premiums  
44.7%\* 5/04

22 Brands  
35.2%\*

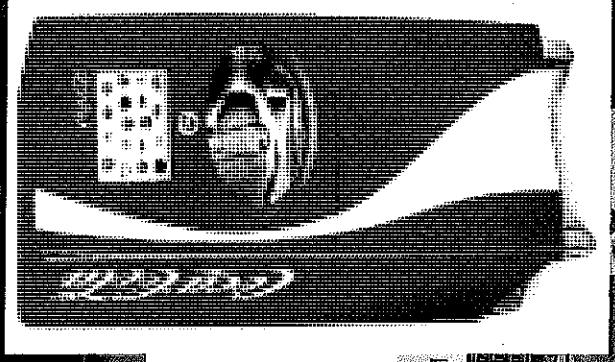
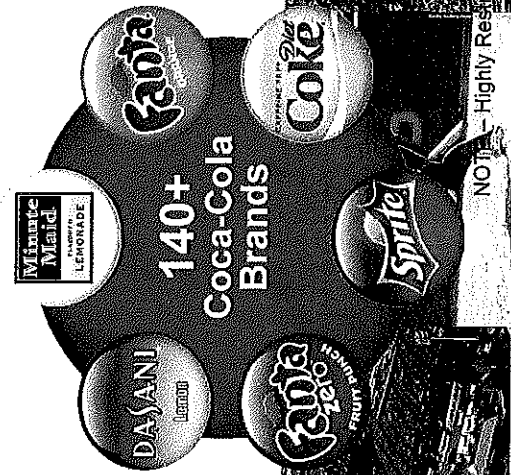
150 Premiums  
23.2%\*



# Coca-Cola Freestyle™

## The Next Generation of Fountain Equipment

Powered by patented, innovative technology from our design team, Coca-Cola Freestyle can deliver on your guests' demands for variety, trusted brands, low-calorie and still soft drink options, and new and different drinks.

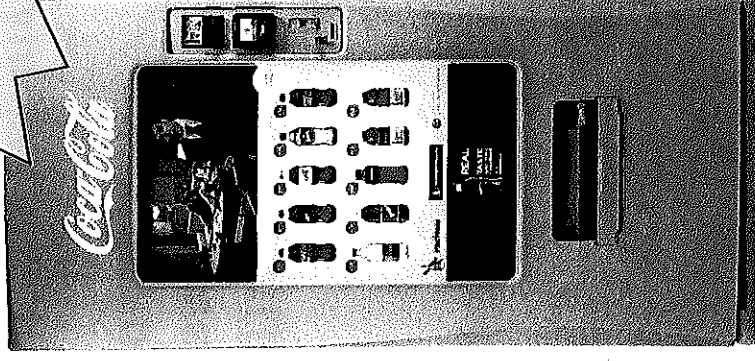


NOT A Highly Resistant and Confident

# Coca-Cola Interactive Vendor

*Transforming vending from transaction to interaction*

**Already on GSU  
Campus!!**



- Breakthrough technology
- Attracts and engages consumers
  - Creates excitement and stimulates sales, volume and profit
  - Positively impacts customer loyalty
  - Gives consumers a reason to come back and see what's new

## Consumer Impact

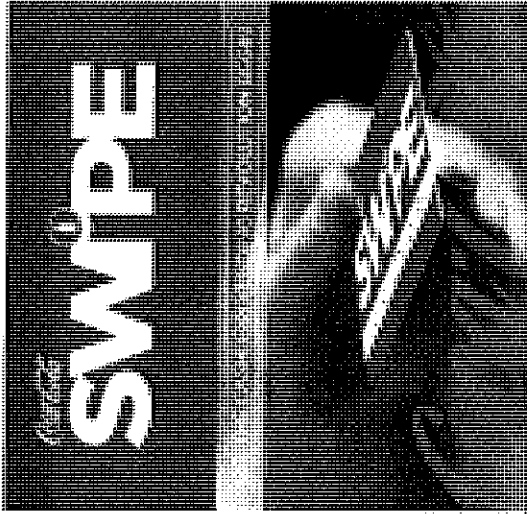
- 71% more likely to purchase a beverage or interact with CCIV than with a traditional vendor
- 87% of 12-24 yr old and 65% of 23-34 yr old consumers are more likely to purchase a beverage

## Customized GSU Messaging Available

- Athletics schedule, special events, vending promotion etc.
- **We can add additional vendors on GSU's campus**

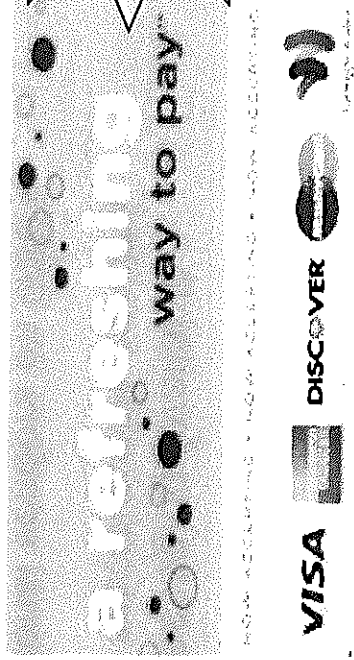


# SWIPE "4-in-1 Option" Program



## Student Options:

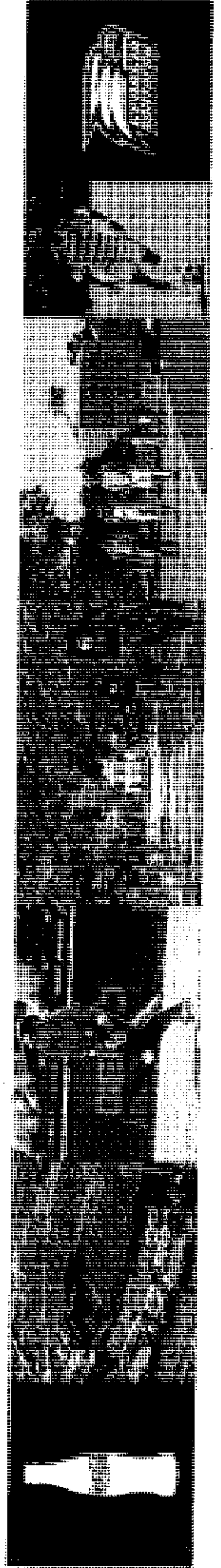
- Cash
- Credit Card
- Debit Card
- Student ID



## Key Insights into the SWIPE "4-in-1" Option:

- SWIPE generates 17% increase in same vendor sales
- No need for GSU investment in hard-wired data outlets

We will have this technology available this summer and will invest over \$50,000 to place on ALL vending machines on campus.



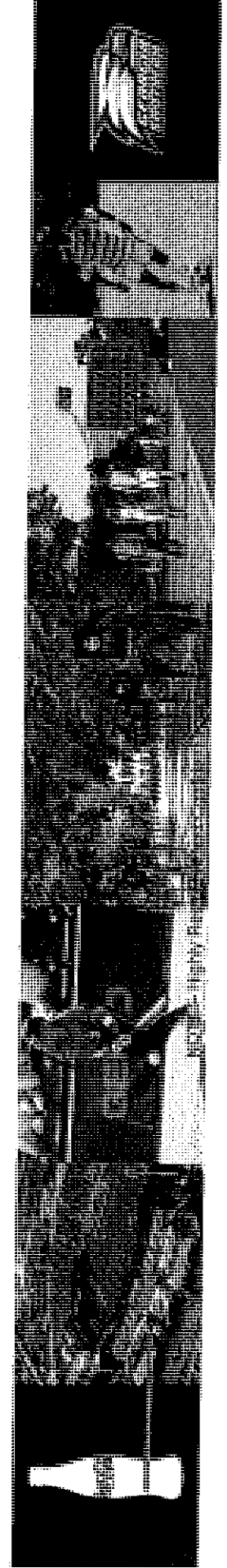
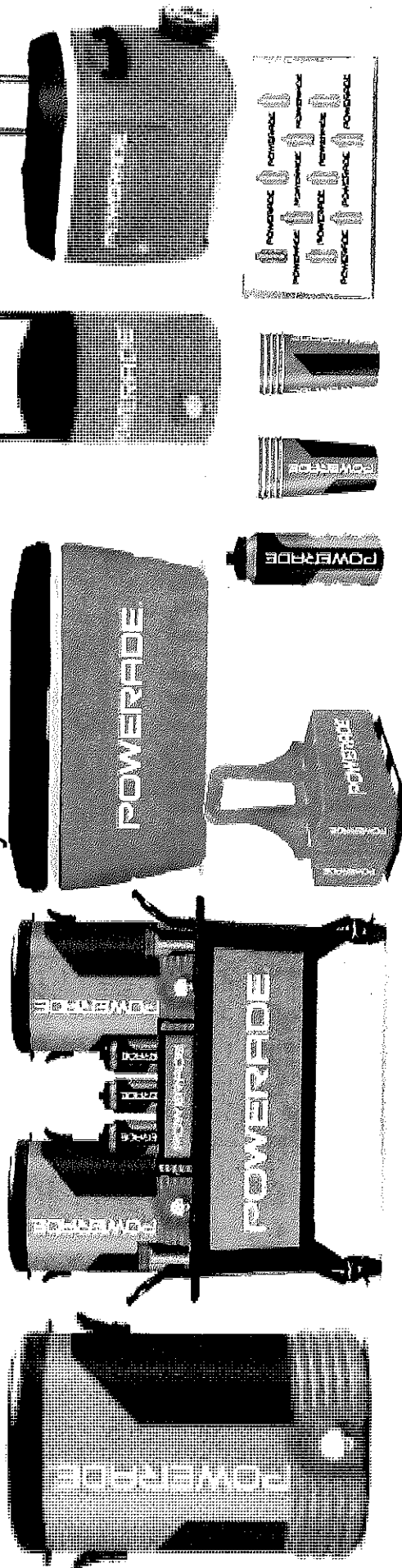


# Athletic Sideline Support

The Official Sports Drink of the NCAA, and will hydrate the country's top student-athletes on the sidelines of

**ALL 88 NCAA  
Championships**

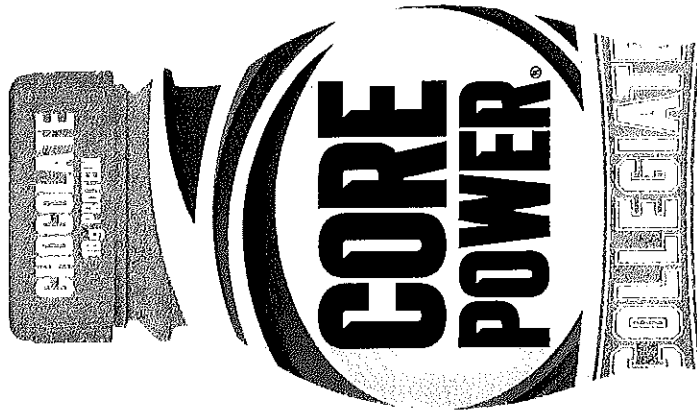
Coca-Cola has the expertise to bring "added-value", marketing activation opportunities to life. PowerAde sideline kits will be provided to Alabama State University for use in all athletic events. The funding in the PowerAde Program Activation Fund will allow the University to select the elements that are needed each year.





# Core Power Collegiate Test Pilot

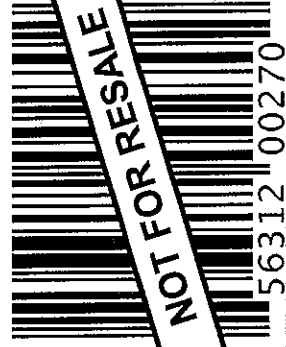
GSU will continue to be 1 of the 6 schools in our Test Pilot Program for Core Power Collegiate.



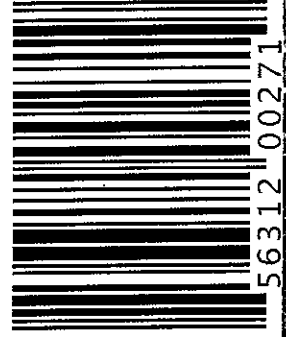
- Does not contain more than 30 percent of calories from protein (based solely on the package label)
- Does not contain additional ingredients that are designed to assist in the muscle-building process



Bottle UPC



Case UPC



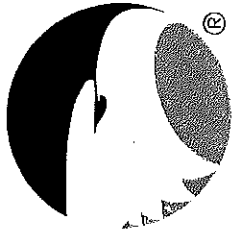
**NOT FOR RESALE**

| <b>Nutrition Facts</b>          |                      |
|---------------------------------|----------------------|
| Serving Size 11.5 fl oz (340ml) |                      |
| Servings Per Container 1        |                      |
| Amount Per Serving              | % Daily Value*       |
| <b>Calories</b> 240             | Calories from Fat 45 |
| <b>Total Fat</b> 5g             | 8%                   |
| Saturated Fat 3g                | 15%                  |
| Trans Fat 0g                    |                      |
| <b>Cholesterol</b> 20mg         | 7%                   |
| <b>Sodium</b> 170mg             | 7%                   |
| <b>Potassium</b> 170mg          | 22%                  |
| <b>Total Carb</b> 32g           | 11%                  |
| Dietary Fiber 2g                | 8%                   |
| Sugars 28g                      |                      |
| <b>Protein</b> 18g              |                      |
| Vitamin A 15%                   | • Calcium 50%        |
| Vitamin D 40%                   |                      |

Not a significant source of Vitamin C & Iron  
\*Percent Daily Values are based on a 2,000 calorie diet.

**INGREDIENTS:** REDUCED FAT FILTERED MILK, CANE SUGAR, ALKALIZED COCOA, NATURAL FLAVOR, HONEY, VANILLA EXTRACT, SODIUM POLYPHOSPHATE, CARRAGEENAN, GREEN TEA EXTRACT, LACTASE ENZYME, VITAMIN A PALMITATE, VITAMIN D3.  
MADE WITH GRADE A MILK.  
**Contains Milk.**





GEORGIA  
SOUTHERN  
UNIVERSITY

# Partnership: Education and Sustainability

*Coca-Cola*®





# Coca-Cola Prioritizes Higher Education

Coca-Cola is the leading provider of beverages to the higher education channel in the United States.

**74%  
SHARE**

as the exclusive or primary beverage relationship with the top 50 largest (by enrollment) U.S. colleges

Coca-Cola is available on **84%**

of colleges campuses and in

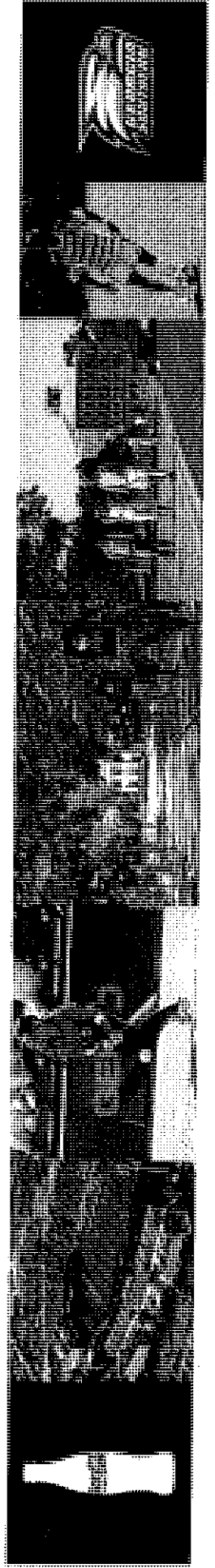
**63%**

of athletic programs in the top six collegiate athletic conferences

Coca-Cola is the premier **Corporate Champion & Marketing partner** of the NCAA

Our products are available on **8 of the 12 Sun Belt college campuses**

We understand your category and what it takes to be successful.

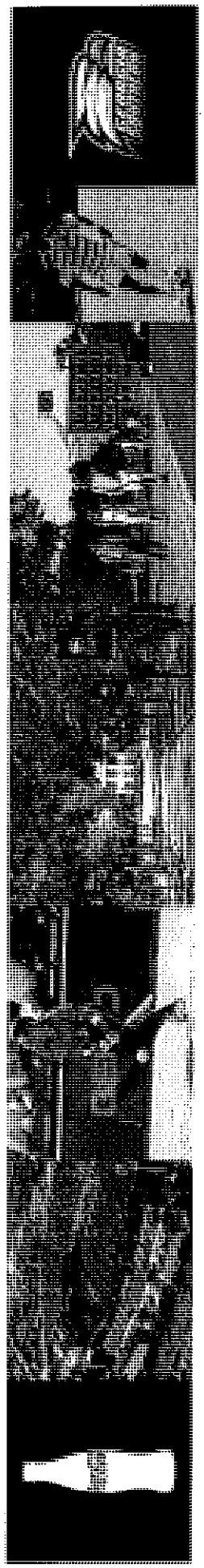
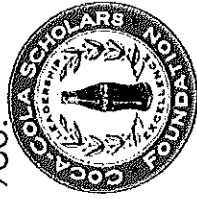


# The Primary Philanthropy of Coca-Cola is Education

## Investing in Your Students

Your students believe in the power of education – or they wouldn't be at your school – and they want to support brands and business that believe in the same values they do. Partnering with the Coca-Cola company demonstrates your school's desire to reinvest in higher education and connects you with the support that Coca-Cola provides to education and scholarship.

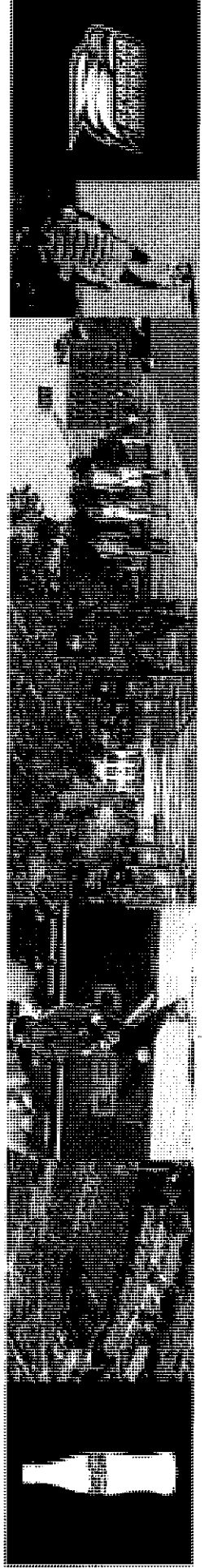
- ✓ **Coca-Cola Investment In Education:** The Coca-Cola Company and The Coca-Cola Foundation have made worldwide charitable donations in Education alone totaling over \$220 million from 2003 to 2013
- ✓ **The Coca-Cola Foundation:** Pledges an additional \$100 million in donations to support Education in the new millennium
- ✓ **The Coca-Cola Scholars Foundation:** Helps make educational funding accessible to the widest range of students possible. This program designates 250 new scholarships each year for four-year commitments, resulting in a total of \$1.8 Million in awards to students annually. The foundation has provided 4,276 Scholars with more than \$38 million in scholarships since it was founded in 1986.





# Coca-Cola is the Right Partner for Georgia Southern University

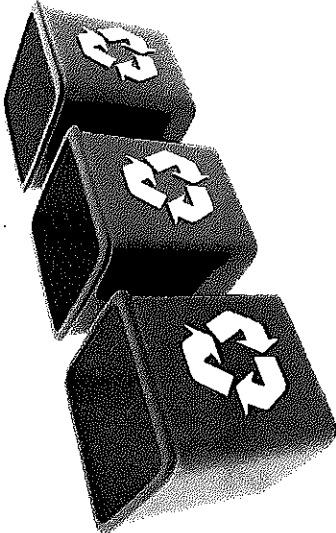
Sustainability



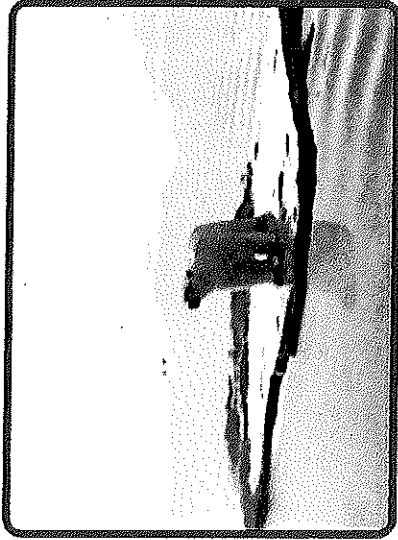
# A Comprehensive Approach to Sustainability



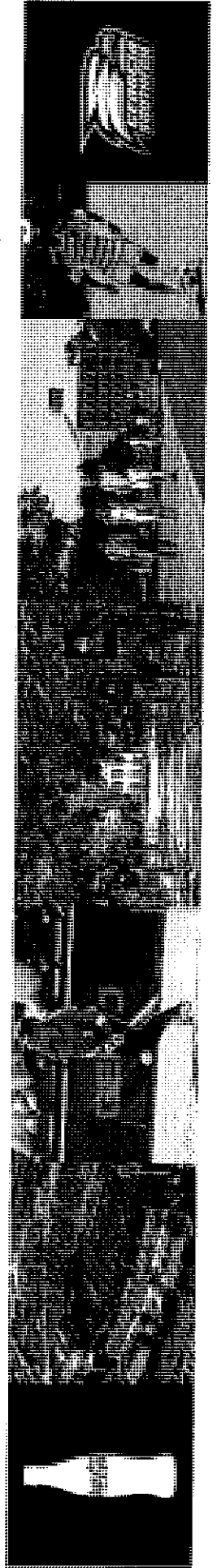
**Water  
Stewardship**



**Sustainable  
Packaging**



**Energy  
Efficiency**

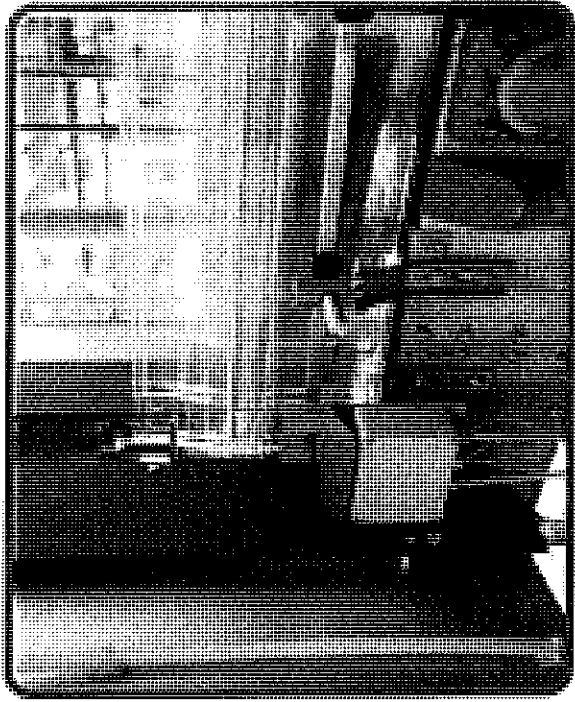


# Water Stewardship

Our goal is to safely return to nature and communities an amount of water equivalent to what we use in our beverages and their production.

## **We are committed to:**

- Replenishing the amount used in our beverages by 2020
- Reducing the amount of water used to produce our beverages by 20%
- Developing comprehensive Source Water Protection Plans
- Advancing sustainable agriculture







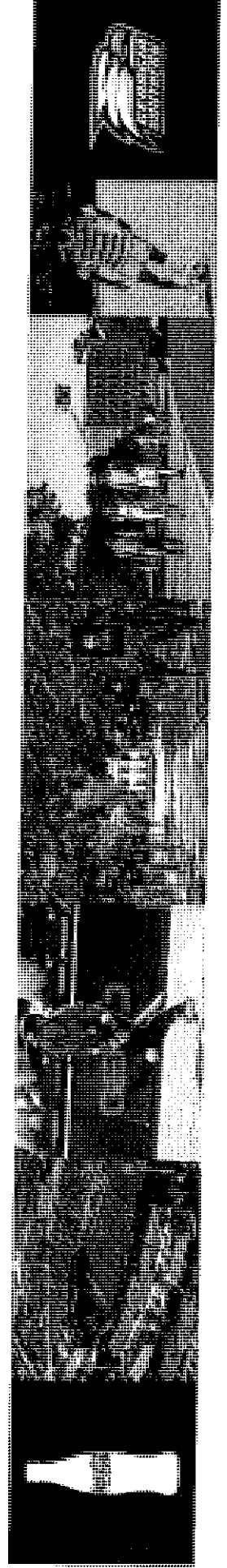
# Sustainable Packaging

- **Reduce:** Our goal is to improve packaging material efficiency per liter of product sold by 7 percent by 2015
- **Recover:** We aim to recover 50 percent of the equivalent bottles and cans used by 2015.
- **Reuse:** Our goal is to source 25 percent of our PET plastic from recycled material by 2015.



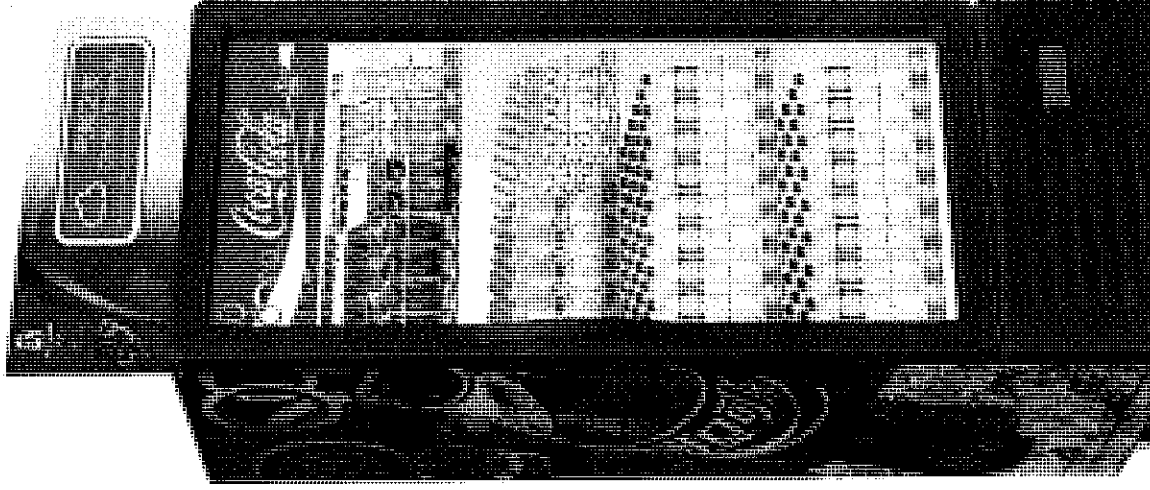
# Sustainable Packaging

- Recover about 38% equivalent bottles and cans
- Encourage recycling through Give It Back
- Educate with Recycling Education Vehicles about 600 days a year
- Encourage curbside recycling through:
  - Recyclebank
  - Recycle & Win
  - Bin Grant Program



# Energy Efficiency

- We aim to remove HFCs in all new cold drink equipment by 2015
- New technology will eliminate up to 99% of direct GHG emissions
- We are reducing the energy use our cooling equipment by up to 35% through energy management devices
- Through partnerships with Refrigerants Naturally! and the Consumer Good Forum we continue advancing the industry



# A Comprehensive Approach to Sustainability

**Campus Promotions & Awareness Campaigns**

Become a Thriftier

Refreshing and Renewable

COMPOSTABLE

PLEASE RECYCLE

**Recycling POS, Signage & Premiums**

Save the last drop for us.

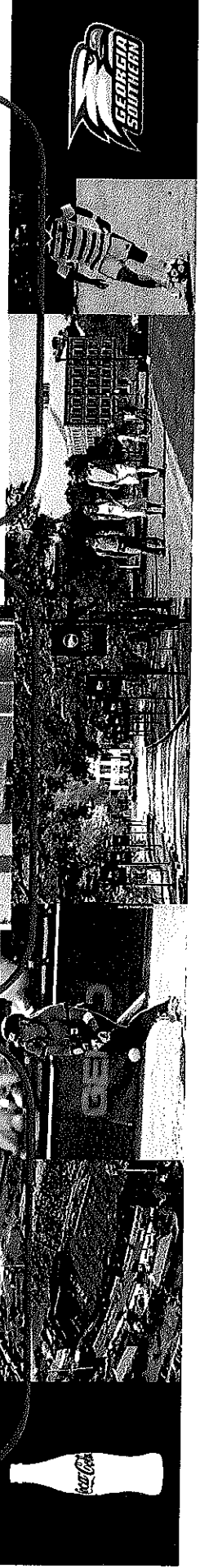
Recycle plastic bottles and cans here.

There are big plans for this.

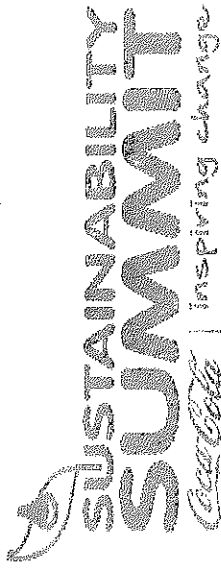
Recycle your plastic cups and bottles here.

**Interactive Tours & Special Events**

GEORGIA SOUTHERN UNIVERSITY



# Coca-Cola Sustainability Summit

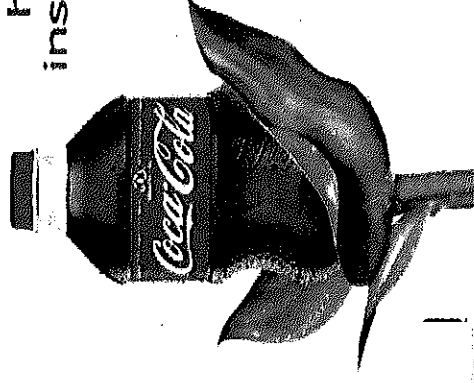


## Coca-Cola World Headquarters

The Coca-Cola Company is focused on initiatives that reduce its environmental footprint, support active, healthy living and enhance the economic development of the communities where we operate.

- Me, We, World
- Well-being
- Environment/Community
- Women Empowerment

happiness  
inside and out

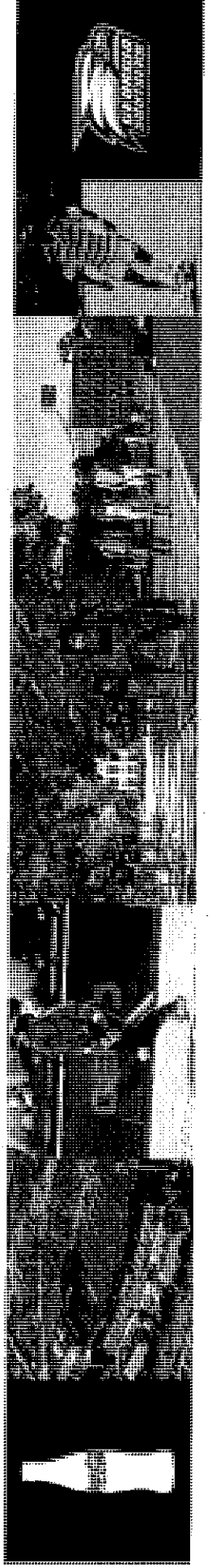


introducing



100% plastic from plants  
100% recyclable plastic bottle

give it back 





# Recycling Education Vehicle



Our Recycling Education Vehicles (REVs) travel the nation bringing consumers valuable information about recycling in a fun and interactive environment.

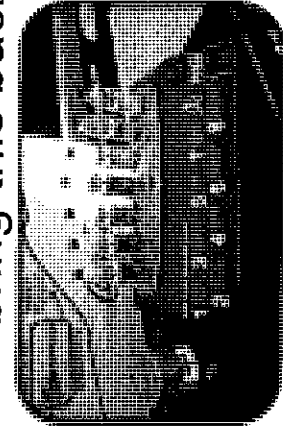
Scheduling is subject to availability. We will work to bring this back to GSU!



Touchscreen  
Video Game



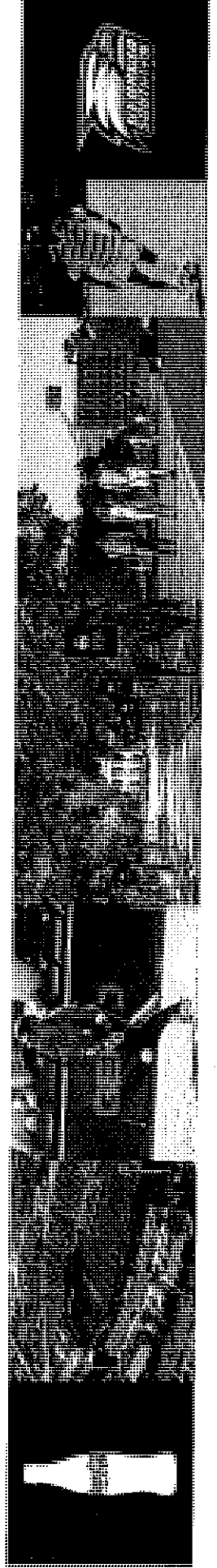
Recycling Trivia  
Game



Recycling Process  
Display



Pedal Power  
Interactive



# renew merchandise

01

We reduce the weight of your recycling program by  
freeing your plastic bottles through the recycling process.



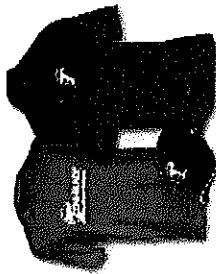
02

We convert recycled bottles into high quality usable raw  
materials at one of our recycling plants in the United States.



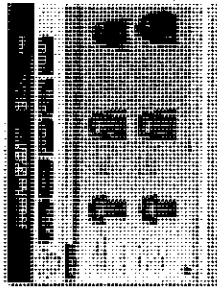
03

We create high quality products at competitive  
prices from the recycled plastic.



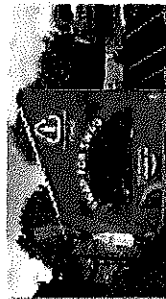
04

We create an e-commerce tool that tracks monthly use  
of recycled bottles of your desired sustainable life spans.



05

We will assist in determining a program implementation  
and value of recycling.



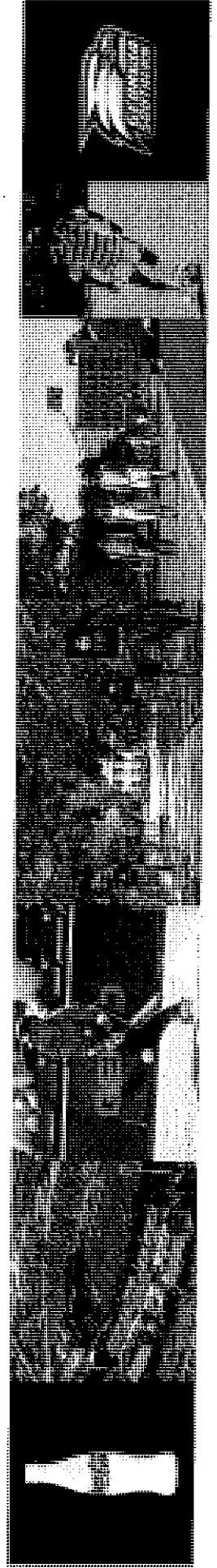
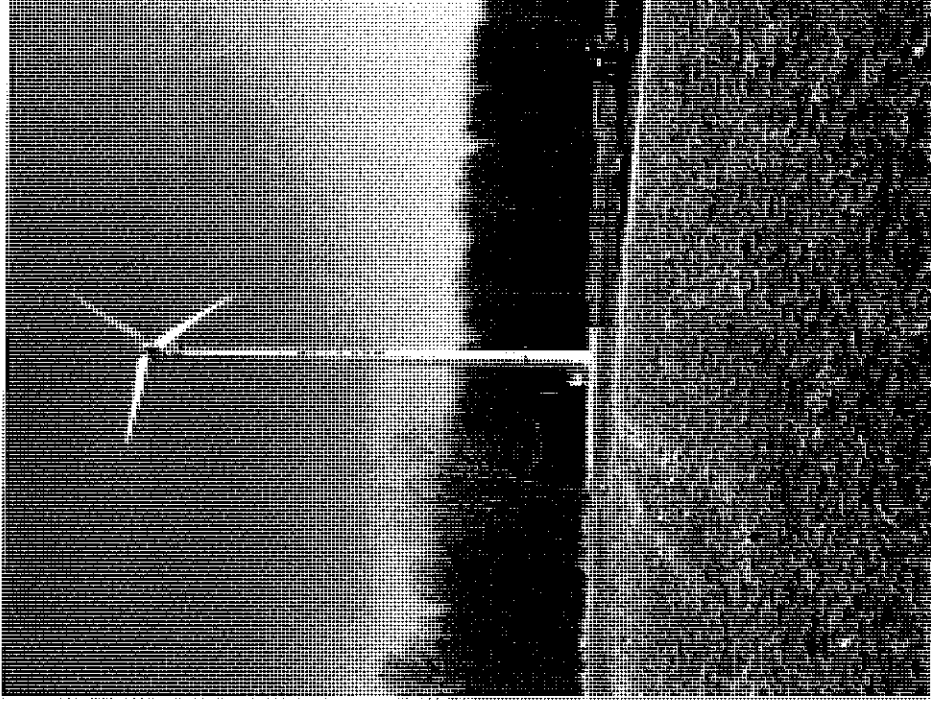
If interested in a program please contact  
[sales@renewmerchandise.com](mailto:sales@renewmerchandise.com) or call 678-323-1406 and dial 0 to speak to an account manager.



# A Unique Opportunity

We have an opportunity to provide you GSU with a **WIND TURBINE!!!**

- The unit is in great shape (nearly new condition) still sealed in shrink wrap, is packaged for shipment and has never been installed.
- It produces 50kW, is very quiet and stands about 100' tall ground to tallest blade tip when installed.
- The unit retails for \$200k and should cost between \$100k and \$200k to install based on site conditions.
- Our offer is to donate the turbine but GSU would be responsible for shipment and install.





GEORGIA  
SOUTHERN  
UNIVERSITY

Closing

*Coca-Cola*®



# Coca-Cola and Georgia Southern University

Coca-Cola's Passion for Partnership with Georgia Southern University

## We Want to Continue Growing with Georgia Southern University

Coca-Cola believes we have the unique opportunity to continue our **exclusive** campus-wide partnership that benefits Georgia Southern University students, faculty and staff by enhancing satisfaction, creating excitement on campus and participating in the future growth of IU.

We believe our partnership will continue to be mutually beneficial because of what each partner offers.



# Coca-Cola and Georgia Southern University



GEORGIA  
SOUTHERN  
UNIVERSITY

## Aligned to Grow Together



- Increased revenue through pouring rights, commission and beverage sales
  - Proven customer service and equipment support
  - Creative Marketing Activation to support beverage sales and campus/athletic initiatives
  - Expand Sustainability and Healthy Campus Initiatives
  - Build and expand the University's brand in Athletics
- P A R T N E R S H I P**
- Preferred brand portfolio & Consumer Beverage Experience
  - Leadership in Corporate Responsibility & Sustainability
  - Superior Customer Service
  - World Class Marketing
  - Lead with an undisputed social license to operate
  - Committed Partner

## JOINT COMMITMENT TO EDUCATION



*The Coca-Cola Foundation*

We currently have exclusive partnerships with 8 of the 12 Sun Belt Conference schools.



*Coca-Cola*

**THANK YOU**

