

Sip to Win Official Rules

NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER THE SWEEPSTAKES OR INSTANT WIN GAME. A PURCHASE, TEXT MESSAGE, OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Message and data rates may apply. If you request the Promotion URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. Text **STOP** to 35350 to opt out. Text **HELP** to 35350 for information. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers. To view Sponsor's Privacy Policy, visit <http://www.drpeppersnapplegroup.com/privacy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

1. Eligibility: Sip to Win (the "Promotion") consists of a sweepstakes (the "Sweepstakes"), an instant win game (the "Instant Win Game"), and two (2) offers (each an "Offer"). The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees and non-employee workers of Dr Pepper/Seven Up, Inc., Inc., Berry Design, Inc., HelloWorld, Inc., Popeyes Louisiana Kitchen, Inc. and their parent, franchisees, subsidiary and affiliate companies, and suppliers involved in the Promotion as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize/receiving an Offer(s) is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on September 25, 2017 at 12:00 a.m. Eastern Time ("ET"), ends on November 24, 2017 at 11:59 p.m. ET (the "Promotion Period"), and consists of two (2) phases (each a "Phase") as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Make a Qualifying Purchase at Participating Popeyes Restaurants ("Purchase Phase")	September 25, 2017	November 19, 2017
Complete Redemption on Website ("Redemption Phase")	September 25, 2017	November 24, 2017

Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter: You may enter via the Purchase Method outlined in Rule A or via the Free Method(s) outlined in Rule B:

- A. Make a Qualifying Purchase at a Popeyes Restaurant to Participate in the Sweepstakes, Instant Win Game, and Purchase Offer:** During the Purchase Phase, visit a participating Popeyes® restaurant and purchase a 22, 32 or 44 fluid ounce beverage, a 64 fluid ounce beverage, or a 128 fluid ounce beverage (each a "Qualifying Purchase"). Excludes 16 fluid ounce (kid's cup) beverages. **Be sure to keep your receipt.** Then, during the Redemption Phase, visit

www.popeyes.com/siptowin * (the "Website") and follow the links and instructions to complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. Then, follow the directions to upload an image of your receipt to the Website. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s) as well as the total amount of money spent on the receipt. By doing so, you will receive five (5) Sweepstakes entries for each validated 22, 32 or 44 fluid ounce beverage purchase or ten (10) Sweepstakes entries for each validated 64 or 128 fluid ounce beverage purchase.

Then, once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Purchase Offer: During the Redemption Phase, once ten (10) Qualifying Purchases have been validated, you will receive a \$5 Popeyes gift card (the "Purchase Offer"). Approximate Retail Value ("ARV") of Offer: \$5. Terms and conditions of gift cards apply. **Limit:** Each participant may receive three (3) Purchase Offers. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than three (3) Purchase Offers by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. The Offer will be fulfilled within 8-10 weeks of promotion conclusion.

B. How to Participate in the Sweepstakes and Instant Win Game without making a Qualifying Purchase(s):

- i. **Sweepstakes:** During the Promotion Period, to enter without making a Qualifying Purchase(s), hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Sip to Win – Sweepstakes Entry," c/o HelloWorld, Inc., P.O. Box 5046, Department 832725, Kalamazoo, MI 49003- 5046. You will receive ten (10) entries into the Sweepstakes. Limit: ten (10) entries per envelope. All mail-in entries must be handwritten and must be postmarked by November 24, 2017 and received by December 1, 2017. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.
- ii. **Instant Win Game:** During the Promotion Period, to play the Instant Win Game without making a Qualifying Purchase(s), visit the Website* and if you haven't done so already, follow the links and instructions to complete and submit the registration form, including a valid home address. P.O. Boxes are not permitted. Once you submit the form, follow the links and instructions to request an Instant Win Game Free Code that will be delivered to the email address used to register for the Promotion. Once you receive your Free Code, follow the instructions to input it on the Website. Once your Instant Win Game Free Code has been validated, you will automatically receive one (1) Instant Win Game play for that day and proceed to the Instant Win Game

page. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

*Or, instead of typing in the Promotion URL to a mobile device, you may request a link to the Promotion URL via text. By doing so, you will receive one (1) text message in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 35350 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. Send questions to questions@helloworldfulfillment@helloworld.com. Participating carriers include: CS Wireless, AIO Wireless, ALLTEL, AT&T, Bluegrass Cellular, Boost, Carolina West Wireless, Cellcom, Cellular One, Cellular One of East Central Illinois, Cellular South, Chat Mobility, Cincinnati Bell, Cricket, ECIT, Element Wireless, GCI, Golden State Cellular, Illinois Valley, Immix Wireless, Inland Cellular, iWireless, LongLines Wireless, MetroPCS, NexTech, Northwest Missouri Cellular, NTelos, Plateau Wireless, PTCI, Sprint, T-Mobile, Thumb Cellular, U.S. Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless and other carriers that may be added from time to time. Consent is not required to buy goods and services. Participation in the Promotion is subject to Sponsor's Privacy Policy, <http://www.drpeppersnapplegroup.com/privacy> and Administrator's Mobile Terms and Conditions at <http://www.helloworld.com/terms>.

Limit: Each entrant may receive up to eighty (80) total entries into the Sweepstakes drawing (regardless of combination of Qualifying Purchases and/or free methods of entry) during the Promotion Period and up to one (1) Instant Win Game plays per day (regardless of combination of Qualifying Purchases and/or free methods of entry) during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

There are Two (2) Ways to Receive Bonus Sweepstakes Entries:

Tell A Friend Program: After you play the Instant Win Game, you will be invited to submit the names and email addresses of up to three (3) friends per day who must be eligible to enter the Promotion. Each person that you refer will receive an email notifying him or her about the Sweepstakes. You may only refer persons with whom you have an existing relationship. For each referral of up to three (3) friends per day with valid email addresses, you will be given one (1) additional entry into the Sweepstakes, up to a total of three (3) additional entries per day during the Promotion Period.

Twitter Share: After you play the Instant Win Game, you will have the opportunity to tweet a pre-populated message on Twitter. For each tweet, you will be given one (1) additional entry into the Sweepstakes, up to one (1) additional entry per day during the Promotion Period.

5. How to Receive the Registration Offer: During the Promotion Period, visit the Website and if you haven't done so already, follow the links and instructions to complete and submit the

registration form, including a valid home address. P.O. Boxes are not permitted. You will receive a registration confirmation email delivered via the email used to register for the Promotion. Within the registration confirmation email, you will receive a digital coupon good for 30% off an order at Fanatics.com (the "Registration Offer"). Terms and conditions of coupons apply. Limit: Each participant may receive one (1) Registration Offer during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Registration Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified.

6. Sweepstakes/Instant Win Game Functionality: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners, from all eligible entries received for the Promotion Period on or around December 4, 2017. Instant Win Game: There will be two hundred and three (203) random, computer-generated winning times, one (1) for each Instant Win Game prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHO'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

8. Verification of Potential Sweepstakes Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by mail, email or phone. The potential Sweepstakes Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release (except where prohibited) which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Prizes valued at \$25 or less will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prizes:

Sweepstakes Prizes: ONE (1) GRAND PRIZE: A junior towable trailer package. ARV: \$17,000. ONE (1) FIRST PRIZE: A \$500 Fanatics.com gift card. ARV: \$500. FIVE (5) SECOND PRIZES: A \$250 Fanatics.com gift card. ARV: \$250. FIFTEEN (15) THIRD PRIZES: A \$100 Fanatics.com gift card. ARV: \$100. THIRTY-FIVE (35) FOURTH PRIZES: A \$50 Fanatics.com gift card. ARV: \$50.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during Promotion Period.

Instant Win Game Prizes: THREE (3) FIFTH PRIZES: Tailgate Cornhole Set. ARV: \$107.15. THIRTY (30) SIXTH PRIZES: Folding chair with carry bag. ARV: \$16.95. FORTY (40) SEVENTH PRIZES: 20oz Adrian Vacuum Tumbler. ARV: \$7.50. SEVENTY-FIVE (75) EIGHTH PRIZES: Bluetooth speaker. ARV: \$5.59. FIFTY-FIVE (55) NINETH PRIZES: Koozie. ARV: \$3.00.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays.

For All Prizes: Terms and conditions of each gift card apply. Sponsor and Administrator are not responsible for complaints or issues regarding gift cards (claims that card is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the card. The actual value of certain prizes may be subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use and may be required to submit a signed W-9 tax form. Limit: One (1) Sweepstakes prize and one (1) Instant Win prize per person. TOTAL ARV OF ALL PRIZES: \$23,714.20.

10. Release: By entering the Promotion, receipt of any prize or otherwise participating in the Promotion, winner agrees to release and hold harmless Sponsor, Popeyes Louisiana Kitchen, Inc., Berry Design, Inc., HelloWorld, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent, subsidiary and affiliated companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

11. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind,

including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

14. Disputes Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator, Sponsor or any Released Party in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator, Sponsor or any Released Party, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of

claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, Sponsor and any Released Party in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator, Sponsor and/or any Released Party, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <http://www.drpeppersnapplegroup.com/privacy>, Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Popeyes' Privacy Policy <http://popeyes.com/company/privacy-policy.php>.

16. Winner List: For a winner list, visit <http://bit.ly/2xcyd56>. The winner list will be posted after winner confirmation is complete.

© 2017 HelloWorld, Inc. All Rights Reserved.