

Sweeten Your Summer Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Sweeten Your Summer Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, the District of Columbia, and the United States territory of Puerto Rico who are at least eighteen (18) years old at the time of entry. Employees of Dr Pepper/Seven Up, Inc. ("Sponsor"), The Cheesecake Factory Restaurants Inc., HelloWorld, Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes 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 Sweepstakes. Winning a prize 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 Sweepstakes begins on July 17, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on July 19, 2019 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit SweetenYourSummerSweepstakes.com and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes.

The first two thousand (2,000) registrants will receive one FandangoNOW Promo Code valid to rent any movie on FandangoNOW (the "Promo Code") as well as receiving one entry into the Sweepstakes. Limit: one (1) Promo Code per person during the Promotion Period.

Limit: You may enter one (1) time per day 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 entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. Each potential winner may be required to show proof of being the authorized account holder.

Promo Code Terms and Conditions: FandangoNOW Promo Code ("Code") is good towards one rental of any movie on FandangoNOW.com and via participating FandangoNOW apps. Code expires on 11/30/2019. You must have a Fandango VIP account to redeem your Code. You must accept and agree to comply with Fandango's terms and conditions to create an account. Fandango VIP is free to join. Limit 1 Code per person and per Fandango VIP account. If lost or stolen, Codes cannot be replaced. Codes have no cash value, except as required by law. Not valid with any other offer. Codes are one-time use only. Codes are not for resale and are void if sold or exchanged. Offer valid in U.S. and D.C., excluding U.S. territories and where prohibited by law. Fandango and Fandango Loyalty Solutions, LLC are not a sponsor or co-sponsor of the Sweepstakes. The redemption of the Code is subject to Fandango's Terms and Policies at www.fandango.com/terms-and-policies.

5. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and

binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around July 22, 2019. The potential winners will be notified by email, mail or phone. If a potential winner of any prize cannot be contacted, fails to provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. 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. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Unclaimed Fourth Prizes will not be awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: The following prizes ("Prize(s)") are available to be won:

ONE (1) GRAND PRIZE: Grand Prize package includes \$250 worth of The Cheesecake Factory electronic complimentary cards (each an "eCard"), a tumbler, an aluminum sign, a pair of sunglasses, a folding chair, and a tote bag. Approximate Retail Value ("ARV"): \$295.98. THREE (3) FIRST PRIZES: First Prize package includes a \$50 The Cheesecake Factory eCard, a tumbler, an aluminum sign, a folding chair, and a tote bag. ARV: \$94.35. THIRTEEN (13) SECOND PRIZES: Second Prize package includes a \$10 The Cheesecake Factory eCard, a tumbler, an aluminum sign, and a folding chair. ARV: \$53.27. FORTY (40) THIRD PRIZES: A \$25 The Cheesecake Factory eCard. ARV: \$25.00.

For All Prizes: Terms and conditions of gift cards apply. All details of Prizes are determined by Sponsor in its sole discretion. 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. Odds of winning a Prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) Prize per person. Total ARV of all Prizes: \$2,271.54.

7. Release: By receipt of any Prize and/or Code, winners/participants agree to release and hold harmless Sponsor, The Cheesecake Factory Restaurants Inc., Administrator, Fandango, and their respective subsidiaries, parents, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent 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 Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each 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.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 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 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.

10. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is 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 the 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.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy http://www.drpepper.com/_/legal/us/privacy.

13. Winner List: For a winner list, visit <https://bit.ly/2N31Rpu>. The winner list will be posted after winner confirmation is complete.

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