

Dr Pepper FAN-raiser Sweepstakes

Official Rules

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

1. Eligibility: Dr Pepper FAN-raiser Sweepstakes (the "Sweepstakes") 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 of Dr Pepper/Seven Up, Inc. ("Sponsor"), Merkle 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. Sponsor's and Administrator's decisions 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., 6425 Hall of Fame Lane Frisco, TX 75034.

Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on November 9, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on November 23, 2021 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: There are two (2) ways to enter:

- a. **Register for the Sweepstakes and Make a Qualifying Donation:** During the Promotion Period, visit www.drpepperfanraiser.com ("Website") and follow the links and instructions to complete and submit the registration form including a valid email address. Registered entrants will be encouraged to visit [Scholarship America's fundraising page](#) and make a donation of \$23.00 (each an "Qualifying Donation"), during the Promotion Period. After the conclusion of the Promotion Period, Sponsor will determine the total number of Qualifying Donations made by each registered entrant. If you fail to register for the Sweepstakes, you will not be able to participate in this method of entry. For each Qualifying Donation, you automatically will receive one (1) entry into the Sweepstakes.
- b. **Mail-in Alternate Method:** To enter without making a Qualifying Donation, 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 "Dr Pepper FAN-raiser Sweepstakes," Merkle Inc., P.O. Box 5022, Department 849935, Kalamazoo, MI 49003-5022. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by November 23, 2021 and received by December 1, 2021. 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.

Limit: You may receive up to twenty-three (23) Sweepstakes entries during the Promotion Period, regardless of method or combination of methods of entry. 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 an authorized account holder.

Bonus Sweepstakes Opportunities:

- a. Twitter Share: Follow the links and instructions to click on the Twitter Share button to Tweet a message about the Sweepstakes on Twitter. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: Up to one (1) bonus Sweepstakes entry, per email address/person, during the Promotion Period.
- b. Mail-In Alternate Method of Entry: To receive your bonus Sweepstakes entry without entering online, 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 "Dr Pepper FAN-raiser Sweepstakes – Bonus Sweepstakes Entry," c/o Merkle Inc., P.O. Box 5022, Department 849935, Kalamazoo, MI 49003-5022. You will receive one (1) bonus entry into the Sweepstakes. Limit: One (1) bonus Sweepstakes entry per envelope. All mail-in entries must be handwritten and must be postmarked by November 23, 2021 and received by December 1, 2021. 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.

Limit: You may receive one (1) bonus Sweepstakes entry during the Promotion Period, regardless of method or combination of methods of entry.

5. 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 December 8, 2021. The potential winners will be notified by email, mail or phone. Each potential winner of a prize valued at \$600.00 or more (or 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 Waiver and where not prohibited a Publicity Release ("Declaration") 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/their prize. Potential First Prize winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a/the potential winner is disqualified for any reason or forfeits the prize, 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 prize will remain un-awarded.

6. Prizes: ONE (1) GRAND PRIZE: A trip for two (2) to an undisclosed location of an upcoming Dr Pepper commercial film set in the continental United States. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to an airport nearby the set location; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and \$6,975.00 spending money. Prize also includes winner's framed portrait hung in the Dr Pepper Museum; two (2) Dr Pepper Museum "Extreme Pepper Experience" tickets; and a FANTastic chocolate kit. Winner must complete the trip on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those

set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. **Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, hotels/accommodations, event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099.** If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV"): \$9,125.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. If the Grand Prize winner is asked to be in the commercial solely at Sponsor's discretion, the winner will be required to fill out and sign a talent release form. The Grand Prize winner will be required to agree that Sponsor and/or respective agents will be taking video or photographs and/or otherwise record aspects of the commercial ("Prize Footage"). Winner agrees that Sponsor shall own the Prize Footage and that Sponsor, and respective designees, assigns and licensees shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the Prize Footage, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

NINE (9) FIRST PRIZES: FANtastic Chocolate Kit including two 12 oz cans of the limited run flavor, Dr Pepper FANtastic Chocolate in an exclusive mailer. ARV: \$30.00.

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. Maximum one prize per entrant; ARV ranges.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Classy, Administrator, and their respective subsidiaries, 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, Prize Footage, 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, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the

prize(s), 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 and may modify 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 Sponsor's Privacy Policy <https://www.keurig.com/content/privacy-policy>.

13. Winner List: For a winner list, visit <https://bit.ly/3jY2ZcA>. The winner list will be posted after winner confirmation is complete.

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