

Dr Pepper® Homegate Sweeps Official Rules

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

Message and data rates may apply. Text **STOP** to 89074 to opt out. Text **HELP** to 89074 for information. If you obtain the URL via text messaging, you will receive one (1) text message in response to your text message from an automated system. Consent is not required to buy goods and services. Participation in the Sweepstakes is subject to the Sponsor's Privacy Policy, http://www.drpepper.com/_/legal/us/privacy/. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Dr Pepper Homegate Sweeps (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Dr Pepper/Seven Up Inc. ("Sponsor"), Sam's Club Inc., Fanatics Retail Group Fulfillment LLC and its affiliates (collectively, "Fanatics"), HelloWorld, Inc. ("Administrator"), and their respective 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 August 11, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on October 1, 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, there are two (2) ways to enter.

- a. Purchase any size fountain drink at Sam's Club Café: During the Promotion Period, purchase at least one (1) fountain drink (any size) at Sam's Club Café (each a "Qualifying Purchase"). **Be sure to keep your receipt.** Take a photo of your entire receipt. 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. Then, use a two-way text-messaging capable device and text "SAMS" to 89074* to obtain the Sweepstakes URL or visit www.drpepperhomegatesweeps.com ("Website"), complete and submit the registration form, and upload the image of your receipt. **Each receipt may only be used once.** Once the receipt is validated, you will receive one (1) digital 30% off Fanatics.com code (the "Offer"; on your first visit only) and you will also receive one (1) entry into the Sweepstakes. On all subsequent visits, you will receive one (1) entry into the Sweepstakes only for each validated receipt. Your Offer will be fulfilled via the Sweepstakes registration confirmation email on your first visit only. Terms and conditions of digital code apply. The Offer will be fulfilled no later than twenty-four (24) hours of when you've submitted the Website registration form. Limit: One (1) Offer per person.

***Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** for information. Send questions to questions@helloworldfulfillment.com. If you obtain the URL via text messaging, you will receive one (1) text message in response to your text message from an automated system. Participating carriers include: ACS 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, Nex-Tech, Northwest Missouri Cellular, NTelos, Plateau Wireless, PTCL, 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 Sweepstakes is subject to the Sponsor's Privacy Policy, http://www.drpepper.com/_/legal/us/privacy/. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

- b. **Mail-in Alternate Method:** To enter the Sweepstakes without making a Qualifying Purchase and uploading an image of your receipt, 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 Homegate Sweeps", c/o HelloWorld, Inc., P.O. Box 5025, Department 841304, Kalamazoo, MI 49003-5025. 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 October 1, 2019 and received by October 8, 2019. 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 enter the Sweepstakes one (1) time per day during the Promotion Period, regardless of method of entry; you may receive up to one (1) Offer 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/Offer 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. **Tell A Friend Program:** After you enter the Sweepstakes, you will be invited to submit the names and email addresses of up to three (3) friends who must be eligible to enter the Sweepstakes. 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) bonus Sweepstakes entry. **Limit:** Up to three (3) bonus Sweepstakes entries, per day, per email address/person, during the Promotion Period.
- b. **Twitter Share:** After you enter the Sweepstakes, you will be invited to tweet a message, including #homegatesweeps, 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 day, per email address/person, during the Promotion Period.
- c. **Mail-In Alternate Method:** To receive bonus Sweepstakes entries, 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 Homegate Sweeps", c/o HelloWorld, Inc., P.O. Box 5025, Department 841304, Kalamazoo, MI 49003-5025. You will receive one (1) bonus Sweepstakes entry. **Limit:** one (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by October 1, 2019 and received by October 8, 2019. 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: Up to four (4) bonus Sweepstakes entries, per day, during the Promotion Period, regardless of method(s) of entry or combinations of methods of entry.

5. Sweepstakes 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 October 10, 2019. The potential winners will be notified by email, mail or phone. The potential 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 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 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 prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential of a prize valued over \$25.00 is disqualified for any reason, Sponsor will award the 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 prizes valued at or below \$25.00 will not be awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: ONE (1) GRAND PRIZE: \$10,000.00 in Sam's Club gift cards. TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$3,000.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations. Approximate Retail Value ("ARV"): \$13,000.00. TWENTY-FIVE (25) FIRST PRIZES: One (1) \$250.00 Fanatics Promotional Code. ARV: \$250.00. FIFTY (50) SECOND PRIZES: One (1) \$100.00 Fanatics Promotional Code. ARV: \$100.00. ONE HUNDRED FIFTY (150) THIRD PRIZES: One (1) \$50.00 Fanatics Promotional Code. ARV: \$50.00. TWO HUNDRED FIFTY (250) FOURTH PRIZES: One (1) \$25.00 Fanatics Promotional Code. ARV: \$25.00. FIVE HUNDRED (500) FIFTH PRIZES: One (1) \$10.00 Fanatics Promotional Code. ARV: \$10.00. TWO THOUSAND FIVE HUNDRED (2,500) SIXTH PRIZES: One (1) \$5.00 Fanatics Promotional Code. ARV: \$5.00.

For All Prizes: Terms and conditions of Promotional Codes apply. 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) Grand prize and one (1) Fanatics Promotional Code per person. Total ARV of all prizes: \$55,500.00.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Sam's Club Inc., Fanatics Retail Group Fulfillment LLC and its affiliates (collectively, "Fanatics"), 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, 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. Dispute 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 Sweepstakes, 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 or any Released Party arising out of, connected to, or in any way related to the Sweepstakes, 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 or Sponsor 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 Arbitration Rules effective September 1, 2014 (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 or 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, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

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/31L0BdT>. The winner list will be posted after winner confirmation is complete.

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