# OFFICIAL RULES 2018 DR PEPPER/PLAID PANTRY FOOTBALL GAME TICKETS GIVEAWAY

2-WAY TEXT MESSAGE CAPABLE PHONE AND DIGITAL SERVICE REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**Promotion:** 2018 Dr Pepper/Plaid Pantry Football Game Tickets Giveaway (the "**Promotion**")

Sponsor: Dr Pepper/Seven Up, Inc, 5301 Legacy Drive, Plano, TX 75024

**Account:** Plaid Pantries, Inc.

**Administrators:** Innovative Processing, Inc. 20012 21<sup>st</sup> Ave E, Clearwater, MN 55320

Upland Software, Frost Bank Tower, 401 Congress Ave, Ste. 1850, Austin, TX 78701

Eligible States: Oregon, Washington

Minimum Age: Must be at least 18 or older at time of participation

DATES:

Start Date: 12:01am Pacific Time ("PT") September 3, 2018

End Date: 11:59pm PT, October 31, 2018
Entry Receipt Deadline: 11:59pm PT, October 31, 2018
Promotion Period: Start Date through End Date

Drawing Date: November 2, 2018
Winners List Request Deadline: December 31, 2018

ADDRESSES:

Text Address: FOOTBALL to 97579

Free Entry Address: 2018 Dr Pepper/Plaid Pantry Football Game Tickets Giveaway Entry,

PO Box 6136 Dept PP, Clear Lake, MN 55319

Winners List Address: 2018 Dr Pepper/Plaid Pantry Football Game Tickets Giveaway WL

PO Box 240, Dept. PP, Clear Lake, MN 55319

PRIZE:

**1 Grand Prize**: Two (2) Tickets to the College Football Game between Oregon and Oregon State,

November 23, 2018. Food and Transportation not included. (ARV \$210)

#### **FURTHER PRIZE DESCRIPTIONS/TERMS:**

Any expense or item not specifically listed is the responsibility of winner.

**HOW TO ENTER:** During the Promotion Period, to enter:

TEXT FOOTBALL to 97579 from your mobile phone. Requires 2-way text message capable phone and digital service. For every text you send, you will receive 1 text reply back. Notice: Your mobile provider may charge you for each text sent/received – please check with your service provider. Warning: message and data charges may apply. For help send HELP to 97579. Send STOP to cancel. The Administrator responsible for the text portion of the Promotion's Terms and Conditions and Privacy Policy are available at [https://uplandsoftware.com/privacy/. Sponsor's Privacy Policy is available at: http://www.drpepper.com/ /legal/us/privacy/

Terms of Use are available at: http://www.drpepper.com/ /legal/us/terms/

• **FREE MAIL IN**: On a 3" x 5" card, print your name and residential address, phone, email address and date of birth. Mail in an envelope with proper postage to the Free Entry Address. Must be legible and complete. No copies. One name on each entry and one entry per envelope.

**ENTRY LIMITS**: Entries must be received by the Entry Deadline. Limit 1 per day/59 total. You may not use more than one name or residential or email address. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system.

**DRAWING**: Winners will be selected by weekly random drawings. Odds depend on the number of eligible entries.

**PRIZE LIMIT:** Limit one prize (valued \$600 or more) per person/household per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates.

**NOTIFICATION:** Winners will be notified via phone or mail. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with winner or you do not claim the prize within period specified, the prize may be forfeited.

**AFFIDAVIT/RELEASE:** Winner and, if applicable, winner's guest(s) may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited.

## THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

**ELIGIBILITY**: To enter you must be a U.S. legal resident of an Eligible State and at least the Minimum Age. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party, or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

"Immediate family" means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, Account, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

**GENERAL**: By participating, you agree to abide by the Rules and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID)(no P.O. boxes). Documents must be signed by parent/legal guardian of a minor. Entries become Sponsor's property and will not be returned. Winners may not substitute, transfer or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value or select an alternate winner for forfeited prizes. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and may be required to provide a W9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in the Rules.

**USE OF NAME/LIKENESS:** By accepting a prize, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

**ACCOUNT HOLDER**: If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email or other account number.

**LIMITATIONS**: Neither Sponsor nor any other Promotion Party is responsible for any:

- lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail;
- email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error related to the promotion, execution or administration of the Promotion.

**VIOLATIONS**: Sponsor may, in its sole determination, disqualify anyone it believes has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing or threatening manner.

**CAUTION**: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

**CHANGES**: Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

LIABILITY RELEASE: BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

INDEMNITY: By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes.

**NO WARRANTY**: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**DISPUTES**: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

**ADMINISTRATION**: Administrator is responsible for the processing of entries and administration of the Promotion. Contact Administrator at its above address with any questions, comments or problems.

**For a WINNERS LIST**: Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.

THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY.

## **ABBREVIATED RULES**

## **TEXT**

NO PURCHASE NECESSARY. Must be U.S. legal resident residing in OR or WA, 18 or older. Text FOOTBALL, to 97579, 9/3/18-10/31/18. Requires 2-way text message capable phone and digital service. For every text you send, you will receive 1 text reply back. Notice: Your mobile provider may charge you for each text sent/received. Warning: message and data charges may apply. For help send HELP to 97579. Send STOP to cancel. T&Cs & Privacy Policy at http://pepperstore.hipcricket.com. Entries must be rec'd by and promotion ends 10/31/18. For Official Rules/mail-in entry, print your name and residential address on a 3x5 card & mail to: 2018 Dr Pepper/Plaid Pantry Football Game Tickets Giveaway, PO Box 6136, Dept. PP, Clear Lake, MN 55319. Mark outer env. with entry or rules. Subject to full Official Rules. Void where prohibited.

#### AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY

STATE OF COUNTY OF	_ _				
l,	, hereby duly s	worn say:			
I am an adult, years of age. I res				_	
(Reside	ntial Street Address - city,	state and zip - no	PO Box will b	e accepted)	
My phone numbers are: Home(	_)Cell: <u>(</u>	)	Work:(	_)	
My Email Address is:					
My place of employment is:			·		
My social security number is					
Promotion: Sponsor: Account: Administrators:	Dr Pepper/Seven Up, In Plaid Pantries, Inc. Innovative Processing, I	nc, 5301 Legacy D Inc. 20012 21 <sup>st</sup> Av	rive, Plano, TX e E, Clearwate		
Eligible States: Minimum Age:	Oregon, Washington Must be at least 18 or older at time of participation				

Approximate Retail Value of Prize: \$210.

I am submitting this Affidavit/Release for forwarding to Sponsor with the understanding that it will be relied on to confirm my eligibility in the Promotion.

I represent that I am a U.S. legal resident of an Eligible State and at least the Minimum Age. I also represent that I am not nor are any member of my immediate family or household (whether or not related): (A) an employee, officer or director of any Promotion Party, or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

"Immediate family" means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, Account, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

#### I confirm that:

- I have not used more than one name or residential or email address to enter.
- I completed my own entr(ies) and have not used any automated, form filling, programmed or similar service or system.
- I have entered using my actual name and residential address as on my driver's license or government ID.
- Neither I nor anyone in my household has won a prize (valued at \$600 or more) in the last 12 consecutive month period in any promotion sponsored by Sponsor or any of its affiliates.

As provided in the Official Rules, I accept and agree to abide by the Official Rules and all decisions of Sponsor and its independent judging and administration organizations, which are final and legally binding in all respects.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, on prize and any other expenses not specified herein as being awarded.

I agree that the prize cannot be transferred and no substitutions will be made.

By accepting the prize, I give permission for Sponsor and its designees to use my name and/or likeness for purposes of advertising and trade in any medium, without further compensation, unless prohibited by law.

**LIABILITY RELEASE**: BY PARTICIPATING, I RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR MY PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

INDEMNITY: I further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes.

**NO WARRANTY**: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**DISPUTES**: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

(Signature of Prize Winner)	(Date)	F	Printed Name of Winner		
NOTARIZE (and attach a copy of the Winner's D	Oriver's License or ot	her governm	nent identification	n)	
There personally appeared before meshe/he had executed the foregoing Affidavit /Relea of the Winner at the top of this Affidavit/Release is	ise as her/his free act a the same as on his/he	this and deed. I co r driver's lice	day of onfirm that the ac nse or other gove	, 2018 and made oath that tual name and residential address rnment identification.	
Notary Public for the State of My Commission Expires:					
PARENT/GUARDIAN SIGNATURE For eligible Wi under 19 if an AL or NE resident, under 18 in all ot		majority in hi	s/her state of res	idency (under 21 if a MS resident,	
(Signature of Parent/Guardian of Winner)	(Date)	Printed Na	ame		
NOTARIZE There personally appeared before meshe/he had executed the foregoing Affidavit /Relea address of the individual signing above is the same					
Notary Public for the State of My Commission Expires:					

# **GUEST RELEASE OF LIABILITY FORM [use for Guest of Winner on trip prizes]**

STATE OF	COUN	ΓY OF		<u> </u>		
l,	,	hereby duly sw	orn say: I	am an adult, y	ears of age. I resid	е
at						
(Residential Street Addre	ss - city, state	and zip - no P	O Box will	be accepted)		
My phone numbers are: Home(	)	Cell:(	)	Work: <u>(</u>	)	
My Email Address is:				·		
Promotion: Sponsor: Account: Administrators:	Dr Peppe Plaid Pan Innovative	r/Seven Up, Inc tries, Inc. e Processing, In	;, 5301 Leç nc. 20012 2	all Game Tickets Gi gacy Drive, Plano, T 21 <sup>st</sup> Ave E, Clearwat r, 401 Congress Ave	X 75024 ter, MN 55320	·
Promotion Winner: (Print Name): _						
Relationship to Promotion Winne	:				_	
I am signing this release for forward Winner of the Promotion presented (accompanying Winner of the Promo	y Sponsor.	I have read and	fully comp	that it will be relied on the rule	on to confirm my ac es of the Promotion.	companying the . For value received
I give Sponsor, its licensed bottlers, respective agents and assigns full p biographical data I may provide, and Promotion or prize for any advertisi	ermission and any stateme	d authority to us int I have made	e, publish or may ma	and display my namake in the future cor	ne, photograph, like	eness, voice and/or any
LIABILITY RELEASE: I RELEASE RESPONSIBLE OR LIABLE FOR A (INCLUDING PROPERTY DAMAGE OR PUNITIVE DAMAGES, COUNS PROMOTION, EXECUTION OR AD CANCELLATION OR MODIFICATION USE OF ANY WEB SITE RELATED ACCEPTANCE, POSSESSION, US PARTICIPATING IN OR TRAVELIN	NY CLAIMS, E, PERSONA EL FEES ANI IMINISTRAT IN OF ANY A TO THE PRI E, MISUSE, (	ACTIONS, DAN L INJURY AND D COURT COS ION OF THE PI ASPECT OF TH OMOTION OR OR NONUSE O	MAGES, LO MOR DEAT MOSTION MOSTION MATERIAL MATERIAL	OSSES, COSTS, EXTH, DIRECT, INDIRECT, INDIRECT	XPENSES AND LIA ECT, INCIDENTAL, NG RELATING TO	ABILITY OF ANY KIND , CONSEQUENTIAL
INDEMNITY: I further agree t representatives, officers, directlaims, actions and liability of	tors, share	holders and	employe	es from and aga	inst any injuries	s, losses, damages,
"Promotion Part(ies)" means Spon affiliates, their promotion partners, a organizations, auditing or legal firms their employees, officers, directors a	dvertising or and other pa	promotion agen	icies, prom	otion materials supp	oliers, website deve	elopers, judging
NO WARRANTY: ALL PRIZES ARE INCLUDING BUT NOT LIMITED TO INFRINGEMENT.						
SOME JURISDICTIONS MAY NOT DAMAGES. CHECK YOUR LOCAL		LUSIONS OF I	MPLIED V	/ARRANTIES OR IN	NCIDENTAL OR CO	ONSEQUENTIAL
(Signature of Guest)	(Date)		Printed Na	me of Guest		

# NOTARIZE

There personally appeared before meshe/he had executed the foregoing Release		this	day of	, 2018 and made oath tha
she/he had executed the foregoing Release	as her/his free	act and deed.		
Notary Public for the State of	<u> </u>			
NOTE THAT GUEST UNDER THE AGE O	F MAJORITY M	UST BE ACCOMPANIED	BY THEIR PARI	ENT/LEGAL GUARDIAN!
PARENT/GUARDIAN SIGNATURE For e resident, under 19 if an AL or NE reside			in his/her state o	of residency (under 21 if a MS
(Signature of Parent/Guardian of Guest)	(Date)	Printed Name		
NOTARIZE There personally appeared before me_she/he had executed the foregoing Release	e as her/his free a	this act and deed.	day of	, 2018 and made oath that
Notary Public for the State of My Commission Expires:				