

**Dr Pepper**  
**#DrPepperTailgateSweeps**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE CHANCES OF WINNING THE SWEEPSTAKES. VOID WHERE PROHIBITED.**

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

**1. ELIGIBILITY:** The Dr Pepper #DrPepperTailgateSweeps (“Sweepstakes” or “Promotion”) is offered and open only to persons aged 18 or older who are legal residents of the following Marketing Regions (“Marketing Region”) at the time of entry: Amarillo TX, Austin TX, Boise ID, Bozeman MT, Chicago IL, Dallas TX, El Paso TX, Grand Island NE, Houston TX, Jefferson City TN, Kearney NE, Las Cruces NM, Lawton OK, Lincoln NE, Los Angeles CA, Lubbock TX, Lufkin TX, McAllen TX, North Platte NE, Phoenix AZ, Rhinelander WI, San Antonio TX, Sherman TX, Starkville MS, Texarkana TX, Topeka KS, Waco TX, Winchester VA. A Marketing Region is considered to be the Direct Marketing Region (“DMA”) as defined by the Nielson Company. Employees, officers and directors of Dr Pepper/Seven Up, Inc. (“Presenter”), Katz Communications, Inc. (“Sponsor” and or “Administrator”), and each of their respective parents, affiliates and/or subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors, and the immediate family members (mother, father, brother, sister, daughter, son, or spouse, regardless of where they live) and persons living in the same household of each of such persons (whether or not related), are not eligible. By participating, Entrant agrees to these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters relating to this promotion.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins 12:01 AM ET on Monday August 20, 2018 and ends at 11:59 PM ET on Sunday October 28, 2018. The online sweepstakes database is the official time keeping device for the Sweepstakes.

**3. TO PARTICIPATE AND SUBMIT ENTRIES:** There are two (2) ways to participate: online at [www.DrPepperTailgateSweeps.com](http://www.DrPepperTailgateSweeps.com) and in person at any local retail store that carries Dr Pepper products by posting a photo of yourself in your favorite college football team gear on Twitter or Instagram using the hashtag #DrPepperTailgateSweeps.

**To participate on-line via official Sweepstakes Site**

To participate on-line, access [www.DrPepperTailgateSweeps.com](http://www.DrPepperTailgateSweeps.com) (“Sweepstakes site”) and enter the requested information including your name, mailing address, phone number, age, marketing region, and email in the online entry form. A photo is not required to enter online (uploading a photo will not increase your chances of winning). Limit 1 entry per person per day.

**To participate in person at retail stores**

Go to any local retail store that carries Dr Pepper products. Once there, snap a photo of yourself in your favorite college football team gear (you are NOT required to purchase any products; and, should

you decide to purchase, doing so will NOT increase your chances of winning a prize). Then post it to Twitter or Instagram using the hashtag #DrPepperTailgateSweeps and include @drpepper.

### **When posting to Twitter**

Sign in to your Twitter account. If you do not have an account, visit [www.twitter.com](http://www.twitter.com) to create one. Twitter accounts are free. All terms and conditions of Twitter.com apply. Once logged into your Twitter account, "follow" the Dr Pepper Twitter site located at <https://twitter.com/drpepper> (aka @drpepper). Then tweet your photo with hashtag #DrPepperTailgateSweeps and include @drpepper.

Limit 1 entry per person/per profile per day to enter via Twitter. Any person found to be using multiple Twitter accounts to enter will be declared ineligible to win. All Twitter entries must include the appropriate hashtag to count as a valid entry. IF THE HASHTAG IS OMITTED OR NOT CLEARLY DISCLOSED FOR ANY REASON, ENTRY WILL BE DEEMED VOID. This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter. Entrants must be in compliance with Twitter Terms and Conditions. You are providing your information to Sponsor and not to Twitter. The information you provide will only be used for this Promotion.

### **When posting to Instagram**

Sign into your Instagram account. If you do not have an account, visit [www.instagram.com](http://www.instagram.com) to create one. Instagram accounts are free. All terms and conditions of instagram.com apply. Once logged on to your Instagram account, "follow" the Dr Pepper Instagram account at <http://instagram.com/drpepper> (aka @drpepper). Then post your photo with hashtag #DrPepperTailgateSweeps and include @drpepper.

Limit 1 entry per person/per profile per day to enter via Instagram. Any person found to be using multiple Instagram accounts to enter will be declared ineligible to win. All Instagram entries must include the appropriate hashtag to count as a valid entry. IF THE HASHTAG IS OMITTED OR NOT CLEARLY DISCLOSED FOR ANY REASON, ENTRY WILL BE DEEMED VOID. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants must be in compliance with Instagram Terms and Conditions. You are providing your information to Sponsor and not to Instagram. The information you provide will only be used for this Promotion.

### **For All Methods of Participation**

No other forms of participation are valid. PARTICIPATION ONLINE VIA SWEEPSTAKES SITE, ONLINE VIA TWITTER, OR ONLINE VIA INSTAGRAM, OR ALL WILL HAVE NO AFFECT ON THE CHANCE TO WIN. There is a limit of 1 entry per person/per profile per day to enter, no matter what the method of entry.

**Each online entry must be manually key stroked by the entrant. Any use of robotic, automatic, macro, programmed, third party, bot or like registration or entry methods will void all such registrations and entries, and any participant using any such method will be disqualified.** All entries become the sole and exclusive property of Sponsor and will not be returned.

For purposes of these Official Rules, "receipt" of an online entry occurs when Sponsor's servers record the entry information. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor of an online entry. One phone number / e-mail

address and/or social media profile per person – multiple entries by the same person using different e-mail addresses and/or social media profiles will be disqualified. Entries may only be made according to the methods described above.

**The same photo cannot be submitted as an entry by more than one entrant; nor can a given entrant submit the same photo more than once.** All entries become the property of the Sponsor and will not be returned.

### Submission Requirements

Submissions must be truthful and Sponsor reserves the right to verify information contained in the Submission. Submissions must be the original work of the entrant. In addition, entrants agree that all entries shall meet the following requirements and guidelines (any entry that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified and will not be considered an Eligible Entry):

- Entries must constitute an original work of entrant, and must be in keeping with the Sponsor's image, as determined by the Sponsor in its sole discretion.
- Entries must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any third party.
- Entries must not be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, illegal, discriminatory or harassing, or display inappropriate activity, behavior or conduct or contain nudity.
- Entries must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.
- Entries must not be obscene or offensive, crude or vulgar, endorse any form of hate or hate group, gang signs or symbol.
- Entries must not contain trademarks owned by others, or advertise or promote any brand or product of any kind, without permission.
- Entries must not contain any personal identification, such as license plate numbers, personal names, e-mail addresses, websites, webpage links or street addresses.
- Entries must not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission.
- Entries must not contain materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission.
- Entries must not include look-alikes of celebrities or other public or private figures, living or dead.
- Entries must not communicate messages or images inconsistent with the positive images and/or goodwill to which Released Parties wish to associate.
- Entries must not depict and/or contain any content that is in violation of these Official Rules and/or any applicable laws.

- Entries must be truthful and relevant to the Sweepstakes theme

Additionally, if an entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render the entry null and void. By submitting an entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the entry consent to the submission and use of the entry in the Promotion and to its use as otherwise set forth herein. Sponsor shall have the ability to modify a Photo to bring the Submission in compliance with these requirements should it feel it is necessary at its sole discretion. All Submissions will be reviewed for content eligibility and compliance with these Official Rules before being judged. Submissions containing false information, prohibited material or inappropriate content, as determined by the Sponsor, in its sole discretion, may be disqualified. Sponsor makes the final determination as to what Submissions are eligible to take part in this Promotion. Entering a Submission grants Sponsor and its agents the unconditional, irrevocable, worldwide right to publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, without limitation, and without consideration to the entrant, whether or not such Submission is selected as a winning Submission. BY SUBMITTING THE ORIGINAL SUBMISSION, THE ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH SUBMISSION IN ANY WAY AND POST THE ORIGINAL SUBMISSION ON THE INTERNET OR USE THE ORIGINAL SUBMISSION IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY. IN ADDITION, IF AT ANY TIME DURING THE PROMOTION ENTRY PERIOD OR AT ANY TIME THEREAFTER, SPONSOR DETERMINES THAT NOT ENOUGH OR NO ELIGIBLE ENTRIES EXIST FROM WHICH TO DETERMINE THE WINNER, THEN SPONSOR MAY IN ITS SOLE AND EXCLUSIVE DISCRETION DETERMINE THAT NOT ENOUGH OR NO ELIGIBLE ENTRIES EXIST, AND THEN MAY EITHER SUSPEND OR TERMINATE THE PROMOTION OR MODIFY IT (OR ANY PARTS THEREOF) IN ANY EQUITABLE MANNER THAT SPONSOR DEEMS APPROPRIATE IN ITS SOLE AND EXCLUSIVE DISCRETION, INCLUDING, WITHOUT LIMITATION, BY NOT AWARDING ANY ONE OR MORE OF THE PRIZING SET FORTH IN THESE OFFICIAL RULES.

**Grant of Rights in Photo.** By entering the Sweepstakes, you grant to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the photo element of your entry in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to you; and, you agree, without compensation and upon Sponsor's request, to sign any documentation deemed necessary by Sponsor to perfect, effect or record such grant of rights. (The preceding grant of rights is subject only to those rights retained by a social media operator as to content transmitted via its social media platform.) You further agree to waive any "moral rights" that you may have in the photo and acknowledge that nothing herein in any way obligates Sponsor or its designees to use the photo (and, that such non-use

will not result in any liability to Sponsor or its designees). Entrant further expressly acknowledges that Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) a person's photo and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

**For Mobile Device Users.** Message and data rates apply to use of mobile device for Sweepstakes entry. You may be charged by your wireless carrier for submitting your entry via mobile device. Be sure to check your wireless carrier's pricing plan before entering via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

**3. USE OF DATA:** All information submitted by you will be treated according to Presenter's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Presenter's Privacy Policy available at <http://www.drpepper.com/legal/us/privacy/>.

#### **4. PRIZING:**

One (1) Grand Prize Package ("Prize") will be awarded. Prize will consist of: One (1) large hard side cooler, one (1) Blue Rhino Crossfire Duel Fuel Grill, one (1) Haven 12 ft Instant Canopy, two (2) True Blue Elite Quad Chairs and one (1) \$150 Gift Card (American Express or for a local supermarket at the sole discretion of Sponsor.) Approximate retail value is \$2,000.

**ODDS:** Odds of winning depend upon the number of eligible entries received.

**PRIZE RESTRICTIONS:** Limit one (1) prize per person or household. Entrant must be a legal resident of one of the Marketing Regions designated in Section 1 at the time of entry. If the winner cannot accept the prize as stated, prize will be forfeited in its entirety and, at Sponsor's / Administrator's discretion, awarded to an alternate winner.

**Grand Prize winner will be required to sign and have notarized an Affidavit of Eligibility and Liability Release. Taxes on prize and all expenses not specified related to acceptance and use of prize are winner's responsibility. Grand Prize winner will be issued a 1099 IRS Tax Form reflecting fair market value of prize and he/she agrees to cooperate fully with the attendant reporting obligation of Sponsor and its designees.**

**No prize transfer. No cash or other prize substitution except by Sponsor who reserves right to substitute a prize, in whole or in part, for one of comparable or greater value in the event of unavailability.**

**Sweepstakes Drawing:** Potential prize winner will be selected in a random drawing from amongst all eligible entries received on or about October 31, 2018. Drawings will be conducted by Katz Communications, Inc., independent judges. If you are selected as a potential prize winner and

entered on-line, you will be contacted via the phone number and/or e-mail address you provided at the time of entry and informed as to how to claim your prize. If you are selected as a potential prize winner and entered through Twitter or Instagram, you will be contacted via direct message through your Twitter or Instagram account via private message. **IF ENTERING VIA SOCIAL MEDIA, BE SURE THAT YOUR PRIVACY SETTINGS ALLOW FOR SPONSOR TO CONTACT YOU VIA DIRECT/PRIVATE MESSAGE.** Administrator will make a minimum of one (1) and a maximum of three (3) attempts to contact you. If Administrator is not able to contact you or is not able to verify your eligibility for any reason, you forfeit all claims to the prize and an alternate will be selected. If the prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited and be awarded to an alternate winner randomly selected from amongst all remaining eligible entries received.

**5. GENERAL CONDITIONS:** Participants agree (a) that Sponsor, Administrator, Presenter, and their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies, (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by Participants against any liability for any injuries, losses or damages (whether due to negligence or otherwise) of any kind (whether direct, indirect, incidental, consequential, punitive) to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Sweepstakes and (b) winner, by acceptance of the prize, grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval and without additional compensation, unless prohibited by law. Without in any way limiting the foregoing, Releasees make no representation, warranty or guarantee of any kind regarding the prize.

**6. LIABILITY LIMITATIONS:** Releasees are not responsible for lost, late, misdirected, incomplete, illegible, or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone, or cell phone availability or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry, or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Sweepstakes, as solely determined by Sponsor/Administrator, will be disqualified. (But, disqualification shall not represent the sole remedy available to Sponsor/Administrator.) Releasees are not responsible for injury or damage to Participants' or to any other person's computer or mobile device related to or resulting from participating in this Sweepstakes or downloading or receiving materials from or use of the Sweepstakes site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and

select the winner from all eligible entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of any web site. In the event of a dispute as to the identity of an entrant, the authorized account holder of the cellular phone number or email address used to enter (as applicable) will be deemed to be the entrant and must comply with the Official Rules. "Authorized Account Holder" of a cellular phone is the natural person to whom the cell phone number is assigned by the cellular wireless phone provider, and the Authorized Account Holder of an email address will be deemed to be the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses of the domain associated with the submitted email address.

**7. 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 NEW YORK. VENUE FOR ANY PROCEEDINGS WILL BE IN NEW YORK, NEW YORK. 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.

**8. WINNER'S LIST:** For the name of the prize winners, mail a self-addressed first class stamped envelope to: Dr Pepper #DrPepperTailgateSweeps Winner Name, c/o Katz Radio Group (att: KMN), 125 West 55th Street, New York, NY 10019 for receipt by August 15, 2018. For a copy of the Official Rules, mail a self-addressed first class stamped envelope to the above address and print "Official Rules" on the outer envelope for receipt by August 15, 2018.

**9. SPONSOR/ADMINISTRATOR:** Katz Communications, Inc., 125 West 55<sup>th</sup> Street, New York, NY, 10019