

OFFICIAL RULES

2019 DR PEPPER/WALMART TAILGATE TRAILER GIVEAWAY

2-WAY TEXT MESSAGE CAPABLE PHONE AND DIGITAL SERVICE REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATE/COUNTIES 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: 2019 Dr Pepper/Walmart Tailgate Trailer Giveaway (the "Promotion")
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024 [for Bai, use: 1800 E State St Trenton, NJ 08609]

Account: Walmart
Administrators: Innovative Processing, Inc., 20012 21st Ave E, Clearwater, MN 55320
Upland Software, Frost Bank Tower, 401 Congress Ave, Ste. 1850, Austin, TX 78701

Eligible State/County: **Counties in Kentucky:** Bell, Clay, Jackson, Knox, Laurel, Lincoln, McCreary, Pulaski, Rockcastle, Whitley

Minimum Age: Must be at least 21 or older at time of participation

DATES:

Start Date: 12:01am Eastern Time ("ET") September 15, 2019
End Date: 11:59pm ET, November 10, 2019
Entry Receipt Deadline: 11:59pm ET, November 10, 2019
Promotion Period: Start Date through End Date
Drawing Date: November 11, 2019
Winners List Request Deadline: December 31, 2019

ADDRESSES:

Text: FBALLFAN to737737

Free Entry Address: 2019 Dr Pepper Walmart Tailgate Trailer Giveaway Entry
PO Box 6000, Dept. W, Clear Lake, MN 55319

Winners List Address: 2019 Dr Pepper Walmart Tailgate Trailer Giveaway WL
PO Box 240, Dept. W, Clear Lake, MN 55319

PRIZE:

1 Grand Prize: 5' x 8' Dr Pepper Tailgate Trailer (includes: 55" TV, Cooler Compartment, 110-Volt Pkg, Coaxial Outlet, Portable Dish Network Tailgate Satellite System, Sony Surround Sound (ARV \$12, 249)

FURTHER PRIZE DESCRIPTIONS/TERMS:

Winner will pick up Tailgate Trailer at local Walmart. Store location determined by Sponsor.
Any expense or item not specifically listed is the responsibility of winner.

- **TEXT FBALLFAN to 737737** 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 to737737. Send STOP to cancel.** The Administrator responsible for the text portion of the Promotion's Terms and Conditions and Privacy Policy are available at <http://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 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/56 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 random drawing. 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 email, the 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 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.

USE OF DATA: All information submitted by you will be treated according to Sponsor'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 Sponsor's Privacy Policy available at [:http://www.drpepper.com/_/legal/us/privacy/](http://www.drpepper.com/_/legal/us/privacy/)

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 **Counties of KY: Bell, Clay, Jackson, Knox, Laurel, Lincoln, McCreary, Pulaski, Rockcastle, Whitley**, 21 or older. Text: **FBALLFAN**, to **737737**, **9/15/19-11/10/19**. 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 737737. Send STOP to cancel.** T&Cs & Privacy Policy at <https://uplandsoftware.com/privacy>. Entries must be rec'd by and promotion ends 11/10/19. For Official Rules/mail-in entry, print your name, residential address, phone and date of birth on a 3x5 card & mail to: **2019 Dr Pepper/Walmart Football Tailgate Trailer Giveaway**, PO Box 6000, Dept. W, 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 _____

I, _____, hereby duly sworn say:

I am an adult, ____ years of age. I reside

at _____
(Residential Street Address - city, state and zip - no PO Box will be accepted)

My phone numbers are: Home: (____) _____ Cell: (____) _____ Work: (____) _____

My Email Address is: _____.

My place of employment is: _____.

Promotion: 2019 Dr Pepper/Walmart Tailgate Trailer Giveaway (the "Promotion")
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024
Account: Walmart
Administrators: Innovative Processing, Inc., 20012 21st Ave E, Clearwater, MN 55320
Upland Software, Frost Bank Tower, 401 Congress Ave, Ste. 1850, Austin, TX 78701
Eligible State/County: Counties in Kentucky: Bell, Clay, Jackson, Knox, Laurel, Lincoln, McCreary, Pulaski, Rockcastle, Whitley
Minimum Age: Must be at least 21 or older at time of participation

Approximate Retail Value of Prize: \$12,249.

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(s).

If the prize or prizes have an approximate retail value ("ARV") as listed above of \$600 or more, I have included a signed W9 form.

I also agree to be responsible for 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.

BY ENTERING THE PROMOTION, I AGREE 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) MY REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND I IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

(Signature of Prize Winner)

(Date)

Printed Name of Winner

NOTARIZE (and attach a copy of the Winner's Driver's License or other government identification)

There personally appeared before me _____ this ____ day of _____, 2019 and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the actual name and residential address of the Winner at the top of this Affidavit/Release is the same as on his/her driver's license or other government identification.

Notary Public for the State of _____

My Commission Expires: _____