

**OFFICIAL RULES  
2016 DR PEPPER TUITION GIVEAWAY PROMOTION & CONTEST**

**INTERNET, EMAIL AND FACEBOOK ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID IN PUERTO RICO AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. PROMOTION GOVERNED BY THE LAWS OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**PARTICIPANTS MUST HAVE A VALID FACEBOOK ACCOUNT THAT HAS NOT BEEN SUSPENDED.**

**THIS PROMOTION IS NOT SPONSORED BY FACEBOOK AND FACEBOOK DOES NOT ADMINISTER THE PROMOTION SITE.**

**BY PARTICIPATING IN THIS PROMOTION, YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AS PROVIDED BELOW IN THE HOW TO ENTER SECTION, AND NOT TO FACEBOOK. IN ADDITION, BY PARTICIPATING YOU AGREE TO ALLOW FACEBOOK TO PROVIDE SPONSOR ACCESS TO CERTAIN OF YOUR FACEBOOK ACCOUNT INFORMATION.**

**ELIGIBLE MINORS SHOULD OBTAIN PERMISSION FROM THEIR PARENTS OR LEGAL GUARDIANS PRIOR TO PARTICIPATING IN THIS PROMOTION.**

**ELIGIBILITY:** You must be a U.S. legal resident of an Eligible State and within the Age Eligibility below. 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. You must not be an active NCAA collegiate athlete (any division) in any sport, nor played professional, semi-professional, or Division I collegiate football at any time

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

**“Promotion Parties”** means Sponsor, its bottlers or distributors, Administrators, 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.

**Promotion:** 2016 Dr Pepper Tuition Giveaway Promotion & Contest  
**Sponsor:** Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024

**ADMINISTRATORS:**

**Website Administration:** The Richards Group, 2801 N. Central Expressway, Dallas, TX 75204

**Scholarship Administrator:** Scholarship America, Scholarship Management Services, Attn: Dr Pepper Tuition Giveaway, One Scholarship Way, St. Peter, MN 56082

**Age Eligibility:** Must be at least **18 but no older than 24** on 12/2/16

**ADDRESSES:**

**Website:** [www.drpeppertuition.com](http://www.drpeppertuition.com)

**Winners List Address:** Scholarship Management Services, Attn: Dr Pepper Tuition Giveaway, One Scholarship Way, St. Peter, MN 56082

**DATES:**

**Start Date:** 8:00:00 AM Pacific Time (PT) August 15, 2016

**End Date:** 11:59 AM PT October 17, 2016

**Winners List Request Deadline:** January 17, 2017

**Promotion Period:** Start Date through End Date

**Video Submission Deadline:** 11:59 AM PT October 17, 2016

## **GRAND PRIZE GAMES:** (“Grand Prize Game(s)”)

- **ACC Game Site:** Dr Pepper ACC Championship Game in Charlotte, NC at the Bank of America Stadium on December 3, 2016
- **Big Ten Game Site:** Dr Pepper Big Ten Championship Game in Indianapolis, IN, at the Lucas Oil Stadium on December 3, 2016
- **SEC Game Site:** SEC Championship Game in Atlanta, GA at the Georgia Dome on December 3, 2016
- **Pac-12 Game Site:** Pac-12 Championship Game in Santa Clara, CA at Levi’s Stadium on December 2, 2016

## **HOW TO ENTER:**

**ONLINE ENTRY:** Go to the Website. Connect with your Facebook account and authorize the Dr Pepper Tuition Giveaway application. Ensure your full profile is completed by updating your profile with your most current city, major and university on your personal Facebook page. Create your goal (“Goal”) by answering “Tell us how you’ll change the world in 350 characters or less.” Participants can change or modify his/her goal up until the point he/she receive 50 votes, after which point the goal is locked.

You can also nominate someone else who meets the Eligibility requirements above by answering the question above about the person you want to nominate, and providing the person’s name, major, name of their current school or school he or she wishes to attend. You must obtain permission from the person (and from the parent/legal guardian if the person is under the age of majority in his/her state of residency) whose goal you submit to use their name, school and reason why he or she deserves to win tuition.

By participating, you warrant and represent that the Goal does not violate any federal, state or local laws or ordinances. You further warrant and represent that (1) Sponsor & its designees shall own the Goal; (2) that by entering (directly or by being nominated by someone else) you irrevocably assign to Sponsor and its designees any and all rights, title and interest in the Goal including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit and use the Goal in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of entrants, winner or any third parties. A Goal posted deemed having an inappropriate profile image could result in disqualification. If your Facebook profile contains an inappropriate image, you may be disqualified at Sponsor’s sole discretion.

**VOTING LIMITATIONS:** During the Promotion Period, Goals will be posted on the Website for voting. A total of 1 vote per person for each Goal posted during the Promotion Period. You can vote once for every Goal posted during the Promotion Period. No person may enter votes by proxy for any other person. No person may enter votes set up using fraudulent Facebook accounts. If the voting is interrupted for any reason, or is found to have been tampered with in any way, Sponsor reserves the right to select the winners at its sole discretion, and may take into consideration the number of votes received by a Goal up until the time of the interruption or cancelation of the voting.

Those whose Goals receive 50 votes will automatically be invited to submit a video demonstrating why they deserve to be a Tuition Contestant in the format below (“Video”). If Sponsor has invited you to submit a Video, upload your Video and click on the “submit” button to complete the Video submission process. Videos must be submitted by the Tuition Video Submission Date. Sponsor will then select 16 Pass Contestants based on the Videos submitted to win a Grand Prize.

## **VIDEOS:**

All Videos must be:

1. In one of the following video types: .avi, .mov, .mpg, .mp4, mpeg or .wmv
2. No more than one (1) minute in length and 50 megabytes in size
3. Your original creation
4. Suitable for publication
5. Submitted in English

Videos must not:

1. Have won previous awards
2. Have been previously published
3. Infringe on any third-party rights

Videos that are deemed by the judge in his or her sole discretion to be immoral, obscene, profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contain nudity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; promote any particular political agenda or message; are obscene or offensive; endorse any form of hate or hate group; appears to duplicate any other submitted entries; defame, misrepresents or contains disparaging remarks about other people or companies; contain trademarks, logos, or trade dress owned by others, without permission (except for the nonexclusive use of the DR PEPPER trademarks, logos and/or trade dress for the Videos only that Sponsor grants to all entrants solely for the purpose of the Promotion); contain any personal identification, such as full personal names, e-mail addresses or street addresses; 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); violate any law, or not in keeping with Sponsor's image or are in violation of these Official Rules may be disqualified. Entries that appear to duplicate any other submitted entries will be void and only the first entry submitted (based on time/date) will be included in the Contest. All Videos become the property of the Sponsor and will not be returned. Videos will be judged on:

1. How you want to make an impact with your degree/education
2. Inclusion of Dr Pepper (not mandatory, but recommended)
3. Impact of tuition prize on your life, in your community, or the world
4. Overall presentation quality

By participating, you warrant and represent that your Video does not violate any federal, state or local laws or ordinances. You further warrant and represent that (1) Sponsor & its designees shall own the Video (and all material embodied therein); (2) that by entering, the entrant irrevocably assigns to Sponsor and its designees any and all rights, title and interest in the Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit and use the Video in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of entrants, winner or any third parties.

**ENTRY LIMITS:** Goals must be received by the Entry Deadline. Limit One (1) Goal per person. You may not use more than one name or residential or email address. Once a video is submitted, the video cannot be replaced or altered. Only one video, one time, per person.

**NOTIFICATION:** Winners will be notified via the site, email, 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. 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. Affidavit may be scanned and e-mailed or faxed to the number provided by Sponsor or Administrator. Original signed affidavit must be returned by mail to address provided by Sponsor or Administrator.

**16 GRAND PRIZES (4 for each Grand Prize Game):** A trip for two (winner and guest) to one of the Grand Prize Games as a "Pass Contestant" to participate in the pass competition ("**Half-Time Event**"). **ARV:** ACC - \$3,184, Big Ten - \$3,241, Pac-12 - \$2,999, SEC - \$2,912. The Grand Prize also includes an opportunity to compete for one of the following:

1. **Four (4) \$100,000 Tuition Prizes** (One at each Grand Prize Game): One Hundred Thousand and No/100 Dollars (\$100,000) Tuition, payable as set forth in the Tuition Awards section below.
2. **Four (4) Runner-Up Prizes** (One per Grand Prize Game): Twenty Thousand and No/100 Dollars (\$20,000) Tuition, payable as set forth in the Tuition Awards section below.
3. **Eight (8) Consolation Prizes** (Two per Grand Prize Game): Two Thousand Five Hundred and No/100 Dollars (\$2,500) Tuition, payable as set forth in the Tuition Awards section below.

The choice among ACC, Big Ten, SEC and Pac-12 Games is at the sole discretion of the Sponsor. All Grand Prizes include round trip coach flight for winner and one guest from the major U.S. airport nearest the winner's home to the Game Site, three nights hotel for two, airport transfers, commemorative gifts (which shall be solely determined by Sponsor), admission to pre-game Sponsor party, and 2 tickets to the Grand Prize Game, and the Grand Prize Winner will have a chance to compete as a Pass Contestant as described in these Rules. Guest of Winners must return their signed affidavit/release at the same time as Winner. Winner and guest must travel together on dates designated by Sponsor. Minors traveling with Winner must be accompanied by their parent or legal guardian. Exact travel dates to be determined by Sponsor subject to availability and other restrictions. Sponsor not responsible for flight cancellation/delay. Winner and guest are responsible for any passport and other travel requirements.

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

Entrants acknowledge that the Grand Prize and its value are trip, tickets and only the chance to compete as described herein. The value of the chance to compete and the odds of winning the competition are dependent on a multitude of factors and cannot be determined with any degree of certainty and no odds or value on such aspect of the Promotion shall be ascribed to such portion.

**CONTESTANT WINNERS RIGHTS OF USAGE:** Sponsor reserves the right to document and track how tuition funds are being used for the Grand Prize Winners up through **December 31, 2030**. By accepting a prize, you agree to notify Sponsor of any changes to your contact information and provide updated information describing how the tuition prize is being used. Furthermore, you understand that you may be invited to attend upcoming college championship games. If you are invited to an upcoming college championship game, Sponsor agrees to give you a prize package covering transportation, tickets to the game, and meals for you and one (1) guest. You agree to make a good faith effort to attend future college championship games when and if invited by Sponsor. Sponsor will have the right to include your name, nicknames, image, likeness, voice, signature facsimile, pictures, biographical information or statements in any of Advertising Materials produced hereunder. "Advertising Materials" shall include television and radio commercials, and any type of print and/or promotional materials including without limitation, print advertisements, publicity, posters, displays, any type of point of sale materials, packaging, social media and internet materials. Sponsor shall be under no obligation to make or use any Advertising Materials.

**PRELIMINARY COMPETITION:** On the day prior the Grand Prize Game, Pass Contestants at each of the Game Sites Games will compete in a Preliminary Competition for the chance to be the "**Pass Finalists**" Each Pass Contestant will have five "warm up" throws, then throw as many footballs (out of 30 footballs provided by Sponsor) as possible within 30 seconds from the 5-yard line into and fully through a 2' diameter "target" hole ("**Target**") cut into an oversized Dr Pepper can replica ("**Can Replica**"), which will be located on the near goal line). The two (2) Pass Contestants that throw the most successful passes will be deemed the two Pass Finalists for such Grand Prize Game. If there is a tie among three (3) or more Pass Contestants, the Preliminary Competition will continue as stated above until there are only two Pass Contestants remaining to be the two Pass Finalists. Each Pass Contestant eliminated during the Preliminary Competition will win the Consolation Prize.

**HALF-TIME EVENT:** During half-time (or prior to the Game or in between quarters as determined by Sponsor) at each of the Grand Prize Games (each a "**Half-Time Event**"), the Pass Finalists (2 per game) will each have the opportunity to pass up to 30 footballs (provided by Sponsor) as possible within 30 seconds from the 5-yard line into the Target into the Can Replica located on the near goal line. No warm up or trial passes will be permitted by the Pass Finalists. The Pass Finalist who throws the most Successful Passes will win the \$100,000 Tuition Prize (one winner for each Grand Prize Game). The runner up for each Grand Prize Game will win the Runner-Up Prize.

**HALF-TIME TIE-BREAKER COMPETITION:** If there is a tie between the Pass Finalists at the Half-Time Event, then each Pass Finalist will have the opportunity to pass up to 15 footballs (provided by Sponsor) as possible within 15 seconds from the 5-yard line into the Target in the Can Replica which will be located on the near goal line. The Pass Finalist who throws the most Successful Passes in the Half-Time Tie-Breaker Competition will be the winner. In the event a tie still remains after the Half-Time Tie-Breaker Competition, the final tie-breaker will be determined based upon the results of the Preliminary Tie-Breaker conducted during the Preliminary Competition.

**GENERAL COMPETITION/HALF-TIME EVENT RULES:** If any Pass Contestant or Alternate is not at the Sponsor's designated Pass Contestant/Alternate meetings at dates, times, and locations specified, he/she will be disqualified. Footballs and Can Replica will be provided by Sponsor. Pass Contestants and Alternates must use

soft-soled shoes only (no metal cleats), and must attempt all passes without gloves or any throwing aid or any third party assistance of any kind. Passes must pass from contestant's hands, fully through the Target in the Can Replica, without touching the ground or any object or surface other than the Can Replica, all as solely determined by Sponsor or its judge, in order to be considered a "Successful Pass". All of Sponsor's and/or its judge's decisions regarding positioning of Pass Contestants and Alternates, timing of throws, and other details of Pass Competition, Half-Time Event, Contestant Tie-Breaker, and Promotion shall be final. Locations, dates and times may be subject to change.

### **TUITION AWARDS:**

Each tuition prize amount is payable as follows:

- (a) as tuition to cover up to four (4) consecutive years of college or postsecondary vocational institution tuition, fees, books, supplies, equipment, related educational expenses and on-campus room and board to be awarded in the form of a check distributed to the school (eligible under Title IV of the Higher Education Act of 1965 as amended) and located in the United States on behalf of the Winner or Winner's designee, who must be at least 16 years of age ("**Designee**"); or
- (b) to pay off student loans incurred for eligible costs in (a) above in the form of a check distributed to the lending institution on behalf of the Winner or Winner's Designee; or
- (c) a combination of (a) and (b) above in an amount not to exceed the prize amount.

All tuition/educational awards will be administered by Scholarship Management Services, a division of Scholarship America, and are subject to the following and all other terms of these Official Rules. Awards are to be used for postsecondary education expenses at an accredited two- or four-year college, technical school, vocational school, or master or doctorate degree programs in the United States. Awards may be used to pay current educational expenses, student loans incurred in a previous academic year, or a combination of both. Checks for the full amount will be sent to the institution designated by the Winners. Payments applied to educational loans will be payable to the loan servicing company for the student. (Award may be considered taxable and Form 1099-Miscellaneous Income will be issued.)

Awards may be used for current educational expenses until the expiration date of December 31, 2021 (the "**Expiration Date**") or until a degree is earned, whichever occurs first. Following completion of a degree program, the Winner may opt to continue to pursue another degree level until the award expires or use toward existing education loans. At the request of the recipient (i.e., the initial tuition award winner), he/she may designate that the tuition award proceeds be held at Scholarship Management Services on account for another person (Designee) to be used for eligible education purposes as provided herein.

Upon notification as an initial winner, the initial winner must notify Scholarship Management Services of his/her intent to gift the award proceeds to the designee. Scholarship Management Services will set aside the funds until such time as the designee notifies Scholarship Management Services that he/she is ready to use the funds for eligible education-related expenses. The tuition award proceeds shall be transferred one time only. The initial tuition award winner must supply the following identifying information about the designee: name, address, phone number, date of birth, relationship and postsecondary school information (if known at such time). Scholarship Management Services shall not transfer the tuition award proceeds to the designee until such time as the identifying information is verified by the designee and to the satisfaction of Scholarship Management Services. The initial tuition award winner shall be responsible for completing and filing the required Gift Tax Forms with the Internal Revenue Service. There may be a tax liability to the winner and the winner should consult with a tax expert before making this decision. An IRS 1099 will be issued to the winner. Any tax liability will be the responsibility of the winner. Designees must be at least 16 years of age or older.

**ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO SPONSOR.**

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

**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 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, created Facebook accounts using fictitious names with the intent to cast fraudulent votes, 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.

**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.