

OFFICIAL RULES
2018 DR PEPPER TUITION GIVEAWAY PROMOTION & CONTEST

INTERNET AND EMAIL 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.

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

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

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: 2018 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, Suite 100, 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 11/30/18

ADDRESSES:

Website: 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 13, 2018
End Date: 11:59 AM PT October 17, 2018
Winners List Request Deadline: January 16, 2019
Promotion Period: Start Date through End Date
Video Submission Deadline: 11:59 AM PT October 17, 2018

GRAND PRIZE GAMES: (“Grand Prize Games”)

- **ACC Game Site:** Dr Pepper ACC Championship Game in Charlotte, NC, at the Bank of America Stadium on December 1, 2018

- **Big Ten Game Site:** Dr Pepper Big Ten Championship Game in Indianapolis, IN, at the Lucas Oil Stadium on December 1, 2018
- **SEC Game Site:** SEC Championship Game in Atlanta, GA, at Mercedes-Benz Stadium on December 1, 2018
- **Pac-12 Game Site:** Pac-12 Championship Game in Santa Clara, CA, at Levi's Stadium on November 30, 2018
- **Big 12 Game Site:** Big 12 Championship Game in Arlington, TX, at AT&T Stadium on December 1, 2018

HOW TO ENTER:

ONLINE ENTRY: Create a profile at drpeppertuition.com. Briefly describe your goal (under 50 characters) – how will you change the world? From here, elaborate on your goal with more details using 350 characters or less. Finally, you will upload a video that focuses on how winning this tuition will impact your life, shows your personality, and elaborates on your academic and professional goals. Videos must be submitted by the Tuition Video Submission Date. Sponsor will then select 20 Pass Contestants based on the Videos submitted to win a Grand Prize.

You can also nominate someone else who meets the Eligibility requirements above by filling in the person's name, email address, and an optional personal message. The nominated person will then complete the application process on their own.

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 and 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, winners, or any third parties. A Goal posted deemed having an inappropriate profile image could result in disqualification.

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; appear to duplicate any other submitted entries; defame, misrepresent, or contain 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, email 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 are 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 and 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, winners, 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 (1) 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 emailed 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.

TWENTY (20) GRAND PRIZES (Four (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 – \$3,375, Big Ten – \$3,075, Big 12 – \$2,880, Pac-12 – \$3,160, SEC – \$3,000. The Grand Prize also includes an opportunity to compete for one (1) of the following:

1. **Five (5) \$100,000 Tuition Prizes** (One (1) 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. **Five (5) Runner-Up Prizes** (One (1) per Grand Prize Game): Twenty-Five Thousand and No/100 Dollars (\$25,000) Tuition, payable as set forth in the Tuition Awards section below.
3. **Ten (10) Consolation Prizes** (Two (2) 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, Big 12, 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 (1) guest from the major U.S. airport nearest the winner's home to the Game Site, three (3) nights' hotel for two (2), airport transfers, commemorative gifts (which shall be solely determined by Sponsor), admission to pre-game Sponsor party, and two (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, 2023**. 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 to the Grand Prize Game, Pass Contestants at each of the Game Site Games will compete in a Preliminary Competition for the chance to be the "Pass Finalists." Each Pass Contestant will have five (5) "warm-up" throws, then throw as many footballs (out of thirty (30) footballs provided by Sponsor) as possible within thirty (30) seconds from the five (5) yard line into and fully through a two (2) foot 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 (2) 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 (2) Pass Contestants remaining to be the two (2) 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 (two (2) per game) will each have the opportunity to pass as many footballs as possible (out of up to thirty (30) footballs provided by Sponsor) within thirty (30) seconds from the five (5) yard line into the Target in 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 (1) 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 as many footballs as possible (out of up to fifteen (15) footballs provided by Sponsor) within fifteen (15) seconds from the five (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 program 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, 2023 (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 (1) 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 Form 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 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).

RULES INTERPRETATION: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's or Administrator's failure to enforce any term of these Official Rules does not constitute a waiver of that provision. By entering this Promotion, you waive any right to claim ambiguity in these Official Rules.

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 WEBSITE 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/.

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.