

Dr Pepper® and Cheez-It Tuition Giveaway 2023

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Dr Pepper and Cheez-It Tuition Giveaway 2023 (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Dr Pepper/Seven Up, Inc. ("Sponsor"), Kellogg Company, Sodexo, Inc., Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules, Sponsor's Privacy Policy located at <https://www.keurig.com/content/privacy-policy> and Sponsor's Terms of Use located at <https://www.keurigdrpepper.com/en/term-of-use>. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane Frisco, TX 75034.

Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on September 5, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2023 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Promotion.

4. How to Enter: There are two (2) ways to enter:

- a. Download the "Everyday by Sodexo" App:** During the Promotion Period, download or launch the Everyday by Sodexo app ("App") on your mobile device. The App is free but subject to the Terms of Use. Once you've successfully downloaded/opened the App, you will be given the opportunity to enter this Promotion. Follow the links and instructions to complete and submit the registration form, including a valid email address (on your first visit only). You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, complete the "Target Toss" game. Then, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.
- b. Scan the QR Code:** During the Promotion Period, scan the QR code provided at Sodexo locations to access the Promotion site (or visit <https://dpcheezit.promo.eprize.com/tuitiongiveaway2023/> directly) and complete and submit the registration form, including a valid email address (on your first visit only). You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, complete the "Target Toss" game. Then, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may enter/play one (1) time per day during the Promotion Period, regardless of method or combination of methods of entry. Multiple entrants are not permitted to share the same

email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners, from all eligible entries on or around November 1, 2023. Instant Win Game There will be five hundred (500) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Each potential Sweepstakes winner will be notified by email. If a potential winner of any prize cannot be contacted or fails to provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. If a potential Sweepstakes winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Instant Win Game prizes will remain unawarded. Instant Win Game prizes will be fulfilled during the Promotion Period, but no later than approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

Sweepstakes Prizes: ONE (1) GRAND PRIZE: Winner will receive a \$10,000.00 tuition prize to be used for qualifying educational purpose(s). Approximate Retail Value ("ARV"): \$10,000.00.

INSTANT WIN GAME PRIZES: forty (40) gift cards to Dick's Sporting Goods® in the amount of fifty U.S. dollars (\$50) each or five thousand (5,000) Fanatics e-gift codes in the amount of 30% off of a consumer's purchase. Restrictions apply. Limited time offer. Exclusions, terms, and conditions apply. Click [here](#) for details. Offer may be modified or terminated at any time without notice. Total ARV for Dick's Sporting Goods® gift cards: \$2,000 There is no total ARV for the Fanatics e-gift codes.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays.

Prize Details: Tuition prize amount is payable as follows:

- (a) As undergraduate or graduate level tuition at an accredited two-year or four-year college or university or vocational-technical/trade school ("Eligible Institution"). "Eligible Costs" are defined as: 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 an Eligible Institution located in the United States (U.S.) on behalf of the Prize Winner or Prize Winner's designee, who must be at least 17 years of age or older ("Designee") and a legal U.S. resident;
- (b) To pay off student loans incurred for Eligible Costs in (a) in the form of a check distributed to the loan service provider on behalf of the Prize Winner or their Designee; or
- (c) A combination of (a) and (b) above in an amount not to exceed the Tuition Award amount.

All Tuition Awards will be administered by Scholarship America and are subject to the following and all other terms of these Official Rules. Tuition Awards may be used to pay current Eligible Costs, student loans incurred in a previous academic year(s) for Eligible Costs, or a combination not to exceed the Tuition Award amount. Checks for the full amount will be made payable to the Eligible Institution designated by the Prize Winners or their Designees. Payments applied to educational loans will be payable to the loan service provider for the Prize Winner or their Designee. (Tuition Awards may be considered taxable and IRS Form 1099-Miscellaneous Income may be issued).

Awards may be used for current Eligible Costs until the expiration date of December 31, 2024 (the "Expiration Date") or until a degree is earned, whichever occurs first. Following completion of a degree program, the Prize 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 Prize Winner, they may designate that the Tuition Award be held at Scholarship America on account for another person ("Designee") to be used for eligible education costs as provided herein.

Upon notification as a Prize Winner, they must notify Scholarship America of their intent to gift the Tuition Award to the Designee. Scholarship America will set aside the funds until such time as the Designee notifies Scholarship America that the Designee is ready to use the funds for Eligible Costs or student loans. Any Tuition Awards not used by the Expiration Date, whether for the Prize Winner or Designee, will be forfeited and returned to Sponsor. The Tuition Award proceeds may be transferred one (1) time only. The Prize Winner must supply the following identifying information about the Designee to Scholarship America: name, phone number, age, relationship, and Eligible Institution information (if known at such time) or the contact information for the loan servicing company. Scholarship America shall not transfer the Tuition Award to an Eligible Institution or loan servicing company on behalf of the Designee until such time as the identifying information is verified by the Designee and to the satisfaction of Scholarship America. The Prize 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 Prize Winner, and the Prize Winner should consult with a tax expert before accepting the Tuition Award. An IRS Form 1099-Miscellaneous Income may be issued to the Prize Winner. Any tax liability will be the responsibility of the Prize Winner.

In no event will Sponsor be responsible for awarding more than the stated number of Tuition Awards herein. No transfer, substitution, or cash equivalent for any Tuition Awards, in whole or in part, will be permitted, except at Sponsor's sole discretion due to unavailability for any reason, and only then for a prize of greater or equal value determined solely by Sponsor shall be allowed. The decisions

of Scholarship America and Sponsor are final and binding on all matters relating to this Contest. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All taxes, if any, are each the responsibility of Prize Winner, their Designee, or the Prize Winner's or Designee's selected, Eligible Institution or loan servicing company (valued at more than \$599). All prize details are at Sponsor's sole discretion.

All awards must be used by the Expiration Date or they will be forfeited.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

For All Prizes: No cash equivalent and all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Sweepstakes Prize and one (1) Instant Win Game First Prize per person. TOTAL ARV OF ALL PRIZES: \$12,000.00.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Sodexo, Inc., Kellogg Company, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or

use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Collin County, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.keurig.com/content/privacy-policy>.

15. Winner List: For a winner list, click [here](#). The winner list will be posted after winner confirmation is complete.

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