

Dr Pepper® and Cheez-It® Tuition Giveaway 2024

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 2024 (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"), Kellanova, 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://keurigdrpepper.com/terms-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 August 31, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on November 1, 2024 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, your city, state, and zip code (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 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 DrPepperCheezItTuition2024.com directly) and complete and submit the registration form, including a valid email address, your city, state, and zip code (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 the Sweepstakes and play the Instant Win Game 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 the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

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 4, 2024. Instant Win Game: There will be five thousand eighty (5,080) 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. The potential Sweepstakes winner will be notified by email. The potential Sweepstakes Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Potential winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. 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 Prize: 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.

Sweepstakes 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 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 fulfilled 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 one calendar year following the date of verification of the potential Prize Winner or their Designee by Administrator and/or Scholarship America (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, provided that such time shall not surpass the Expiration Date. 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 Sweepstakes. 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.

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

INSTANT WIN GAME PRIZES: Eighty (80) e-gift cards to Dick's Sporting Goods® in the amount of twenty five U.S. dollars (\$25) each and five thousand (5,000) Fanatics® e-discount codes in the amount of 25% off of a consumer's purchase at Fanatics.com. Restrictions apply. Limited time offer. Exclusions, terms, and conditions apply. 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-discount 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.

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 household. 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., Dick's Sporting Goods, Inc., Kellanova, 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

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. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

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, including but not limited to submitting fraudulent entries/plays, 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. In no event will more prizes than are stated in these Official Rules be

awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to 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, use, inability to 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.

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. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

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

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

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