

**OFFICIAL RULES
2017 PICK YOUR PEPPER SWEEPSTAKES**

INTERNET AND EMAIL ACCOUNT OR 2-WAY TEXT MESSAGE CAPABLE PHONE AND DIGITAL SERVICE REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE MARKETS AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

Promotion: 2017 Pick Your Pepper Sweepstakes (the “**Promotion**”)
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024
Administrator: Music Audience Exchange, Inc., 6860 N. Dallas Parkway #300, Plano, TX 75024
Eligible Markets: The areas of Charlotte, NC; Dallas, TX; Chicago, IL; Raleigh, NC; Houston, TX; San Antonio, TX; Austin, TX; Corpus Christi, TX; Los Angeles, CA; St. Louis, MO; El Paso, TX; Oklahoma City, OK; Cincinnati, OH; Cleveland, OH; Louisville, KY; Kansas City, MO; Minneapolis, MN; and Tulsa, OK
Minimum Age: Must be at least 21 or older at time of participation
DATES:
Start Date: 12:00am Central Time (“**CT**”), June 15, 2017
End Date: 11:59pm CT, August 10, 2017
Entry Receipt Deadline: 11:59pm CT, August 10, 2017
Promotion Period: Start Date through End Date
Drawing Date: August 11, 2017
Winners List Request Deadline: September 18, 2017

ADDRESSES:
Website: www.drpeppermusic.com
Winners List Address: 2017 Pick Your Pepper Sweepstakes Winners List, Music Audience Exchange, 6860 N. Dallas Parkway #300, Plano, TX 75024

PRIZES: **Brett Eldredge Concert Tickets:**

MARKET:	# OF PRIZES:	WINNERS SHOW LOCATION and DATE
Charlotte	1	PNC Music Pavilion, Charlotte, NC, 8/18/2017
Dallas	1	Starplex, Dallas, TX, 9/23/2017
Chicago	2	Hollywood Casino Amphitheatre, Tinley Park, IL, 9/16/2017
Raleigh	1	PNC Music Pavilion, Charlotte, NC, 8/18/2017
Houston	1	Cynthia Woods Mitchell Pavilion, The Woodlands, TX, 9/22/2017
San Antonio	1	Cynthia Woods Mitchell Pavilion, The Woodlands, TX, 9/22/2017
Austin	1	Starplex, Dallas, TX, 9/23/2017
Corpus Christi	1	Cynthia Woods Mitchell Pavilion, The Woodlands, TX, 9/22/2017
Los Angeles	1	Glen Helen Amphitheater, San Bernardino, CA, 10/28/2017
St. Louis	1	PNC Music Pavilion, Charlotte, NC, 8/18/2017
El Paso	1	Starplex, Dallas, TX, 9/23/2017
Oklahoma City	1	Starplex, Dallas, TX, 9/23/2017
Cincinnati	1	Hollywood Casino Amphitheatre, Tinley Park, IL, 9/16/2017
Cleveland	1	Hollywood Casino Amphitheatre, Tinley Park, IL, 9/16/2017

Louisville	1	PNC Music Pavilion, Charlotte, NC, 8/18/2017
Kansas City	1	Hollywood Casino Amphitheatre, Tinley Park, IL, 9/16/2017
Minneapolis	1	Hollywood Casino Amphitheatre, Tinley Park, IL, 9/16/2017
Tulsa	1	Starplex, Dallas, TX, 9/23/2017

FURTHER PRIZE DESCRIPTIONS/TERMS:

Each prize will consist of two (2) *Brett Eldredge* premium Concert tickets and backstage passes for a meet and greet with Brett Eldredge. Seat and section location to be determined by Sponsor and at its sole discretion. Approximate retail value of each prize is \$250.

If any prize winner from a Participating Market lives more than 200 miles from the participating *Brett Eldredge* Concert venue location, the prize will also include the following:

- Roundtrip (coach class) air transportation to the prize city location for the winner and a guest.
- One (1) night (double occupancy) hotel accommodations.

Approximate retail value of air and lodging for each prize (if required) \$1,800.

Actual value of prizes may vary. No compensation or substitution will be provided for any difference in prize value.

- ❖ Winner and his or her guest must travel on the same itinerary and on the same dates. In the event the prize winner or his/her guest engages in behavior that, as determined by the Sponsor or Sponsor's representative at its sole discretion, is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor or Sponsor's representative reserves the right to terminate the experience in whole or in part, with no further compensation. Sponsor and Administrator are not responsible if the winner or his or her guest is denied entry into, or removed from, any aircraft, hotel or event venue. In such situation, the winner and/or his or her guest will be responsible for all additional costs incurred.
- ❖ Travel must be round trip. If flights are required, Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contracts.
- ❖ Unless a child of the winner, guest must be eighteen (18) years of age or older as of the date of departure.
- ❖ All travel arrangements will be made by a Sponsor designated representative whose decisions regarding the itinerary are final and binding. Selection of airline and airport shall be at the discretion of Sponsor or any other provider of any portion of the Prize. Trip winner and guest must have valid travel documents (e.g., government issued I.D., passport, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of Prize. Winner and his/her guest are solely responsible for satisfying all legally required conditions of travel. Winner must have a valid major credit card to check in to a hotel. Winner is responsible for all incidental expenses while staying at hotel. Sponsor and Administrator are not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the prize winner and guest, if applicable, from traveling.
- ❖ The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes, except where required by law.
- ❖ The winners are responsible for all other costs and expenses associated with and/or not specifically included in the prize.
- ❖ Sponsor and Administrator shall in no way be responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or accommodations, or any other act, omission, or result thereof, caused by any third party.

❖ All reservations are based on availability.

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

HOW TO ENTER: During the Promotion Period there are two (2) ways to enter:

- a) **Go to the Website.** Complete the entry form with all required information including your ZIP code within the Eligible Market of which you are a legal resident, signify your agreement to these Official Rules and submit the entry.
- b) **Via text message.** Use the following information to enter by texting from your mobile phone for the Eligible Market of which you are a legal resident. You may only enter the prize drawing for an Eligible Market of which you are a legal resident.

TEXT ONLY ONE OF THE BELOW TO ENTER:

Charlotte to 313131
Dallas to 313131
Chicago to 313131
Raleigh to 313131
Houston to 313131
SA to 313131 (for San Antonio)
Austin to 313131
Corpus to 313131 (for Corpus Christi)
LA to 313131 (for Los Angeles)
StLouis to 313131 (for St. Louis)
EIPasoTX to 313131 (for El Paso)
OKC to 313131 (for Oklahoma City)
Cincinnati to 313131
Cleveland to 313131
Louisville to 313131
Kansas to 313131 (for Kansas City)
Minneapolis to 313131
TulsaOK to 313131 (for Tulsa)

Your text is your electronic signature agreeing to these terms and giving electronic written consent for Administrator to send one (1) response text confirming your entry into the Promotion to the mobile number you provide using an autodialer. Consent is not a condition of purchase. For a paper copy of the terms and conditions call 844-261-3446. Reply HELP for help; Reply STOP to withdraw consent. Message and data rates may apply. You may withdraw consent at any time. For details, see Administrator's privacy policy at musicaudienceexchange.com/privacy-policy. Opting out will not affect your odds of winning unless Sponsor or Administrator is unable to contact you as a result. Administrator is responsible for the text portion of the Promotion. Sponsor's Privacy Policy is available at http://www.drpepper.com/___/legal/us/privacy and Terms of Use are available at http://www.drpepper.com/___/legal/us/terms/

ENTRY LIMITS: Entries must be received by the Entry Deadline. **Limit: No matter which form of entry you select, you may enter only one time during the Promotion Period.** You may not use more than one name or residential or email address. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system.

DRAWING: Winners will be selected by random drawing on the Drawing Date. Odds depend on the number of eligible entries. The administration of the Drawing is within the sole discretion of Administrator, whose decisions are final.

PRIZE LIMIT: Limit one prize (valued \$600 or more) per person/household per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates.

NOTIFICATION: Winners will be notified via email, text and/or phone. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with winner or you do not claim the prize within period specified, the prize may be forfeited.

AFFIDAVIT/RELEASE: Winner and, if applicable, winner's guest(s) may be required to sign an affidavit of eligibility and release of publicity/liability, and (if applicable) a properly completed U.S. Internal Revenue Service Form W-9, within the time Sponsor or Administrator specifies or prize may be forfeited.

THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

ELIGIBILITY: To enter you must be a U.S. legal resident of an Eligible Market and at least the Minimum Age. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

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

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

GENERAL: By participating, you agree to abide by the Rules and all decisions of Sponsor, Administrator, and their 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 or Administrator). 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, except where required by law. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, neither Sponsor nor Administrator is 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 and Administrator reserve 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, Administrator 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 OR ADMINISTRATOR 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, ADMINISTRATOR, 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.

USE OF DATA: All information submitted by you will be treated according to Sponsor's and Administrator's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's and Administrator's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy.

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.

SOCIAL MEDIA: While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor, Administrator or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, Snapchat or any other site or medium that might host content where information about this promotion is posted or published (collectively "Content Hosts"). Entrant is providing his/her information only to Sponsor and not to Content Hosts.

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.

ABBREVIATED RULES

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. Odds depend on number of entries. By texting a keyword to **313131**, you authorize Music Audience Exchange, Inc. to send 1 autodialed reply text to the number you provide. Your text is your electronic signature agreeing to these terms and giving written consent. Consent is not a condition of purchase. Reply HELP for help; Reply STOP to withdraw consent. Message and data rates may apply. You may withdraw consent at any time. Open to select U.S. legal residents residing in CA, IL, KS, KY, MN, MO, NC, OH, OK, and TX, 21 or older. Text keyword to 313131, 6/15/17 – 8/10/17. Administrator's T&Cs & Privacy Policy at www.musicaudienceexchange.com. Entries must be rec'd by and promotion ends 8/10/17. For Official Rules/free entry go to www.drpeppermusic.com/sweepstakes. Subject to full Official Rules. Void where prohibited. Limit 1 entry per person. ARV of all prizes: \$4,750

Social media/banner ads:

NO PURCH NEC. Odds dpnd on entries rec'd. Ends 8/10/17. Rules: <http://www.drpeppermusic.com/sweepstakes>

Landing page:

NO PURCHASE NECESSARY. Odds of winning depend on number of entries received; purchases do not increase chances of winning. VOID WHERE PROHIBITED. Open to select residents of CA, IL, KS, KY, MN, MO, NC, OH, OK, and TX, 21+. Enter by 8/10. Sponsor is Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024. For complete details and Official Rules visit www.drpeppermusic.com/sweepstakes. Limit 1 entry per person.

Radio spots:

No Purch. Nec. Odds depend on # of entries. Open to residents of select cities in CA, IL, KS, KY, MN, MO, NC, OH, OK, and TX, 21 and older. Rules at www.drpeppermusic.com/sweepstakes. Entries must be received by and sweeps ends 8/10/17.

AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY

STATE OF _____
COUNTY OF _____

I, _____, hereby duly sworn say:

I am an adult, ____ years of age. I reside
at _____
(Residential Street Address - city, state and zip - no PO Box will be accepted)

My phone numbers are: Home:(____) _____ Cell:(____) _____ Work:(____) _____ Fax:(____) _____
My Email Address is: _____.
My place of employment is: _____.
My social security number is _____ - _____ - _____.

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Administrators: Music Audience Exchange, Inc., 6860 N. Dallas Parkway #300, Plano, TX 75024
Eligible Markets: The areas of Charlotte, NC; Dallas, TX; Chicago, IL; Raleigh, NC; Houston, TX; San Antonio, TX; Austin, TX; Corpus Christi, TX; Los Angeles, CA; St. Louis, MO; El Paso, TX; and Oklahoma City, OK; Cincinnati, OH; Cleveland, OH; Louisville, KY; Kansas City, MO; Minneapolis, MN; and Tulsa, OK
Minimum Age: Must be at least 21 or older at time of participation

Approximate Retail Value of Prize: \$4,750.

I am submitting this Affidavit/Release for forwarding to Sponsor with the understanding that it will be relied on to confirm my eligibility in the Promotion.

I represent that I am a U.S. legal resident of an Eligible Market and at least the Minimum Age. I also represent that I am not nor are any member of my immediate family or household (whether or not related): (A) an employee, officer or director of any Promotion Party or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

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

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

I confirm that:

- I have not used more than one name or residential or email address to enter.
- I completed my own entr(ies) and have not used any automated, form filling, programmed or similar service or system.
- I have entered using my actual name and residential address as on my driver's license or government ID.
- Neither I nor anyone in my household has won a prize (valued at \$600 or more) in the last 12 consecutive month period in any promotion sponsored by Sponsor or any of its affiliates.

As provided in the Official Rules, I accept and agree to abide by the Official Rules and all decisions of Sponsor, Administrator and their independent judging and administration organizations, which are final and legally binding in all respects.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, on prize and any other expenses not specified herein as being awarded and, if applicable, I agree to sign a properly completed U.S. Internal Revenue Service Form W-9.

I agree that the prize cannot be transferred and no substitutions will be made.

I acknowledge that the actual value of prizes may vary, and that no compensation or substitution will be provided for any difference in prize value.

I agree to the following:

- I and my guest must travel on the same itinerary and on the same dates.
- In the event I or my guest engages in behavior that, as determined by the Sponsor or Sponsor's representative at its sole discretion, is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person,

Sponsor or Sponsor's representative reserves the right to terminate the experience in whole or in part, with no further compensation.

- Sponsor and Administrator are not responsible if I or my guest is denied entry into, or removed from, any aircraft, hotel or event venue. In such situation, I and/or my guest will be responsible for all additional costs incurred.
- Unless my guest is my child or legal guardian, my guest must be eighteen (18) years of age or older as of the date of departure.
- I must have a valid major credit card to check in to a hotel, and I am responsible for all incidental expenses while staying at hotel.
- The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes, except where required by law.
- I am responsible for all other costs and expenses associated with and/or not specifically included in the prize.
- Sponsor and Administrator are not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent me and my guest, if applicable, from traveling.
- Sponsor and Administrator shall in no way be responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or accommodations, or any other act, omission, or result thereof, caused by any third party.
- All reservations are based on availability

By accepting the prize, I give permission for Sponsor and its designees to use my name and/or likeness for purposes of advertising and trade in any medium, without further compensation, unless prohibited by law.

LIABILITY RELEASE: BY PARTICIPATING, I RELEASE AND AGREE THAT NEITHER SPONSOR, ADMINISTRATOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR MY PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

INDEMNITY: I further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes.

NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

(Signature of Prize Winner)

(Date)

Printed Name of Winner

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

There personally appeared before me _____ this ___ day of _____, 20___ and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the actual name and residential address of the Winner at the top of this Affidavit/Release is the same as on his/her driver's license or other government identification.

Notary Public for the State of _____
My Commission Expires: _____

NOTARIZE

There personally appeared before me _____ this ____ day of _____, 20__ and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the actual name and residential address of the individual signing above is the same as they appear on his/her driver's license or other government identification.

Notary Public for the State of _____
My Commission Expires: _____

GUEST RELEASE OF LIABILITY FORM

STATE OF _____ COUNTY OF _____

I, _____, hereby duly sworn say: I am an adult, ____ years of age. I reside at _____.
(Residential Street Address - city, state and zip - no PO Box will be accepted)

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

My Email Address is: _____.

Promotion: 2017 Pick Your Pepper Sweepstakes (the "Promotion")

Sponsor: Dr Pepper/Seven Up, Inc. 5301 Legacy Drive, Plano, TX 75024

Administrator: Music Audience Exchange, Inc., 6860 N. Dallas Parkway #300, Plano, TX 75024

Promotion Winner: (Print Name): _____

Relationship to Promotion Winner: _____

I am signing this release for forwarding to Sponsor with the understanding that it will be relied on to confirm my accompanying the Winner of the Promotion presented by Sponsor. I have read and fully complied with all the rules of the Promotion. For value received (accompanying Winner of the Promotion), I hereby agree as follows:

I give Sponsor, its licensed bottlers, promotional or advertising agencies and any suppliers involved in the Promotion, and their respective agents and assigns full permission and authority to use, publish and display my name, photograph, likeness, voice and/or any biographical data I may provide, and any statement I have made or may make in the future concerning Sponsor brand products, the Promotion or prize for any advertising or promotional purpose without further compensation.

I agree to the following:

- I and the winner must travel on the same itinerary and on the same dates.
- In the event the winner or I engage in behavior that, as determined by the Sponsor or Sponsor's representative at its sole discretion, is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor or Sponsor's representative reserves the right to terminate the experience in whole or in part, with no further compensation.
- Sponsor and Administrator are not responsible if the winner or I am denied entry into, or removed from, any aircraft, hotel or event venue. In such situation, the winner and/or I will be responsible for all additional costs incurred.
- Unless the winner is my parent or legal guardian, I must be eighteen (18) years of age or older as of the date of departure.
- Sponsor and Administrator are not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the winner and me if applicable, from traveling.
- Sponsor and Administrator shall in no way be responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or accommodations, or any other act, omission, or result thereof, caused by any third party.
- All reservations are based on availability

LIABILITY RELEASE: I RELEASE AND AGREE THAT NEITHER SPONSOR, ADMINISTRATOR, NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR 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: I further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes.

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the Promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

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.

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(Signature of Guest)

(Date)

Printed Name of Guest

NOTARIZE

There personally appeared before me _____ this ____ day of _____, 20__ and made oath that she/he had executed the foregoing Release as her/his free act and deed.

Notary Public for the State of _____

My Commission Expires: _____

NOTE THAT GUEST UNDER THE AGE OF MAJORITY MUST BE ACCOMPANIED BY THEIR PARENT/LEGAL GUARDIAN!

NOTARIZE

There personally appeared before me _____ this ____ day of _____, 20__ and made oath that she/he had executed the foregoing Release as her/his free act and deed.

Notary Public for the State of _____

My Commission Expires: _____