

OFFICIAL RULES

The 2023 Dr Pepper Braum's College Tuition Employee Giveaway

- 1. No Purchase Or Text Message Necessary To Play Or Win.** A Purchase Or Text Message Of Any Kind Will Not Increase Your Chances Of Winning. Void Where Prohibited. Each Text Message Sent Or Received May Incur A Charge As Provided In Your Rate Plan. Message And Data Rates May Apply. If You Choose To Participate Via Text Message, You Will Receive One (1) Bounce Back Text In Response To Your Text To The Short Code. Text Messaging May Not Be Available Through All Wireless Carriers.
- 2. Eligibility:** The 2023 Dr Pepper Braums College Tuition Employee Giveaway (the "Sweepstakes") is open to only U.S. residents in the states of, Arkansas, Kansas, Missouri, Oklahoma, Texas, ("Eligibility Area") who are seventeen (17) years of age or older as of the date of their entry ("Entrant"), and currently employed by Braums, Inc. Franchisees, employees, directors and officers of Dr Pepper/Seven Up, Inc. ("Sponsor"), Advantage Solutions D.B.A. Sunflower Group ("Administrator") and any of their respective affiliates, parents, subsidiary companies, and advertising and promotion agencies (collectively, the "Released Parties"), and members of the immediate families (spouses, parents, children, step children, siblings, step siblings, and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing, are not eligible. Void outside the Eligibility Area and where prohibited, or otherwise restricted by law. The Promotion is subject to all applicable federal, state, and local laws. By participating in the Promotion, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Promotion eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, to Sponsor's Conditions of Use located at <https://www.keurigdrpepper.com/en/term-of-use>; Legal Notices and Privacy Policy as published at <https://www.keurig.com/content/privacy-policy>; and (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects.
- 3. Sweepstakes Period:** The Sweepstakes begins at 12:00:00 AM Central Time ("CT") on 9/1/23 and ends at 11:59:59 PM CT on 10/31/23 the ("Sweepstakes Period").
- 4. How to Enter:** There are two (2) possible methods of entry ("Entry"). **Regardless of method of Entry, there is a limit of one (1) Entry, per person, per day, throughout the Sweepstakes Period.**
 - A. **Via Text To The Short Code:** To enter the Sweepstake via this method, during the Sweepstakes Period, from your text enabled mobile device (your "Mobile Device"), you must text the keyword "BRAUMSTEAM" (the "Keyword") to the short code **737737** (the "Short Code"). If you choose to participate via this method, once you text the Keyword to the Short Code, you will receive one (1) bounce back text message informing you whether you are a potential prize winner ("Prize"). **If you choose to participate via this method, your wireless service standard text messaging and/or data rates may apply for each message sent or received from your Mobile Device according to the terms and conditions of your service agreement with your wireless carrier. For help, text the word HELP to 737737.**
 - B. **Via Email:** To enter the Sweepstakes via this method, during the Sweepstakes Period, you must email KDPpromos@advantagemarketingpartners.com (the "AMOE Email") with the name of the Sweepstakes: **The 2023 Dr Pepper Braums College Tuition Employee Giveaway**, your name, phone number, state, and you will need to confirm you are eligible and that you agree to be bound by these Official Rules.

All Entries must be received during the Sweepstake Period to be eligible. In the event of a dispute as to the person responsible for any Entry, the authorized account holder of the email address provided, or the Mobile Device used to Enter will be deemed to be the participant. The "authorized account holder" of an email address,

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. The "authorized account holder" of a Mobile Device is the natural person in whose name the Mobile Device has been issued and the services are billed. Potential winners may be required to show proof of being an authorized account holder. All Entries become the property of Sponsor and will not be acknowledged or returned. Multiple participants are not permitted to share the same email address or Mobile Device. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different email addresses, Mobile Devices, phones, identities, or any other methods, may void such participant's Entries, at Sponsor's sole discretion. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, untranslatable, incomprehensible, or misdirected Entries. If you chose to participate via a Mobile Device, other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile Device service may not be available in all areas. Check your Mobile Device's capabilities for specific instructions.

5. Winner Determination/Prize/Approximate Retail Value (“ARV”): On or about two (2) business days after the Promotion Period has ended, Administrator, an independent judging agency, shall perform a Prize Drawing from among all eligible Entries received (“Prize Drawing”), to select three (3) potential Grand Prize winners (“Grand Prize Winners”). Once confirmed, each Grand Prize Winner will receive one (1) Two Thousand Dollars (\$2,000) Tuition Award. The Total ARV of the Prizes is Six Thousand Dollars (\$6,000). Limit one (1) Prize per person.

Tuition/Educational Awards are payable as follows:

- (a) As tuition to cover 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 Prize Winner or Prize Winner's designee, who must be at least 17 years of age or older (“Designee”) and a legal US resident;
- (b) To pay off student loans incurred for eligible costs in Section 6(a) in the form of a check distributed to the loan servicing company on behalf of the Prize Winner or their Designee, or
- (c) A combination of Sections 6(a) and (b) in an amount not to exceed the Tuition Award amount.

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

The \$2,000 Grand Prize tuitions must be used for current educational expenses 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, is used up, or use toward existing education loans.

Upon notification as a Prize Winner, he or she must notify Scholarship America of their intent to gift the Tuition Award to a single 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 Award not used by the Expiration Date, whether for the Prize Winner or Designee, will be forfeited and returned to Sponsor. The Tuition Award proceeds shall be transferred one

(1) time only to a single Designee. The Prize Winner must supply the following identifying information about the Designee to Scholarship America: name, phone number, age, relationship, and postsecondary school 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 will 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 Administrator 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.

Prize Winner Notification/Verification:

By participating in this Promotion, participants give their express permission to be contacted by Sponsor or Administrator via email, mail, Mobile Device, or by phone (in accordance with information provided upon registration). No Prize winner is an official winner unless all necessary paperwork has been returned (if applicable), as determined by Sponsor, and/or until Sponsor confirms such. The potential Prize winners may be contacted (depending on method of Entry) and may be required to confirm certain information in order to be confirmed as an official Prize winner and to claim their prize. If a potential Prize winner cannot be contacted, fails to confirm necessary information, has a notification attempt returned as undeliverable, or is suspected or found by the Sponsor and/or Administrator after further research and investigation to not be eligible (for any reason) or not to be an actual Prize winner; said potential Prize winner may be disqualified and will forfeit such Prize. Potential Prize winner may be required to sign and return to Sponsor/Administrator, a Liability/Publicity Release (where lawful), and any applicable tax forms (collectively the "Prize Claim Documents"), within a specified amount of time. Sponsor must receive all Prize Claim Documents by the due date indicated during the notification correspondence, or on the Prize Claim Documents in order for the winner to receive the prize. If the potential Prize winner fails to respond in the time period specified, if any Prize Claim Documents are not returned within the number of days specified, if any notification or notification attempt is returned as undeliverable or as an error, or if the potential Prize winner declines the prize, then the prize may be forfeited and an alternate potential winner will be selected, at the Sponsor's sole discretion and time permitting. **A participant is not an official Prize winner, even if a winning message should so indicate, unless and until participant's eligibility has been confirmed and verification is complete, in Sponsor's sole discretion. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process.** Potential prize winners are responsible for any tax implications that may be associated with the prizes won. If for any reason, there are disputes as to the number of actual Prize winners, the validation of potential Prize winners, or more Prizes are claimed than set forth in these Official Rules, in the Sponsor's and Administrator's sole discretion, Sponsor and Administrator may override the Promotion computer algorithm and Prize award mechanics and award all Prizes by conducting random drawing(s) from among all eligible Entries received throughout the Promotion Period.

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7. **Publicity Grant:** Acceptance of a Prize constitutes permission for the Sponsor and its designees to use the name, account information, email, or actual or simulated likeness, biographical information, city, state,

opinions, and Prize information of the Prize winner in connection with the Promotion and the marketing thereof (including, without limitation, for advertising and promotional purposes), in perpetuity, throughout the universe, in all media, without additional compensation, notification or permission, unless prohibited by law. Further, each Prize Winner hereby indemnifies the Released Parties from any claims, damages, liabilities, and expenses (including reasonable legal fees) arising from breach of these Official Rules or Prizes.

General Terms/Limitation of Liability:

Noncompliance with any of these Official Rules may result in disqualification. Sponsor, Administrator, and any of their respective affiliates, franchisees, parents, subsidiary companies, and advertising and promotion agencies, and officers, directors, employees and representatives (collectively, “Released Parties”) assume no responsibility for late, lost, jumbled, garbled, misdirected, delayed, incomplete, incorrect, or inaccurate Entries, direct messages, mail, or other communications of any kind, whether caused by any of the equipment or programming associated with or utilized in this Promotion or by any human error. Released Parties are not responsible for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or other services, providers, computer equipment, software, failure of any e-mail, technical problems or traffic congestion on the Internet or at any platform or website, including, without limitation, any injury or damage to participant's or any other person's computer or other device related to or resulting from participation in this Promotion. Released Parties are not responsible for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, the announcement of the Prize or in any Promotion-related materials. Sponsor reserves the right to cancel or modify the Promotion for any reason, including (but not limited to) if, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. If such cancellation occurs, Sponsor reserves the right to determine the Prize winners from among all eligible Entries submitted prior to cancellation or as otherwise deemed fair and appropriate by Sponsor. No software-generated, robotic, programmed, script, macro or other automated tweets, comments, posts, statuses, and votes are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online entry; (ii) to have tampered with the participation process or the operation of this Promotion; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Promotion. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants agree that the Released Parties: shall not be responsible or liable for, and hereby release the Released Parties, from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Promotion or any Promotion-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use the Prize. Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY

WAIVE ALL RIGHTS TO CLAIM, SPECIAL, EXEMPLARY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS PROMOTION. In the event that a court, or other tribunal of competent jurisdiction, shall hold any of the provisions of these Official Rules to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect.

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9. **Governing Law/Venue:** THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF. THE RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN PROMOTIONAL LAW AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN COLLIN COUNTY TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
10. **Request for the Names of Winners and/or Official Rules:** For the names of the Prize winners, available after the Promotion Period has ended, send a self-addressed stamped envelope, to be received by 11/30/23, to 2023 Dr Pepper Braums College Tuition Employee Giveaway PO Box 7775 Cumberland, RI 02864.
11. **SPONSOR:** Dr Pepper/Seven Up, Inc. 6425 Hall of Fame Lane, Frisco, TX 75034

Abbreviated Rules

NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR WIN. A PURCHASE OR TEXT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Promotion is only open to legal residents of the U.S who are currently employed by Braums, Inc. in AR, KS, MO, OK, TX; 17+ as of the date of their entry. The Promotion begins on 9/1/23 at 12:00 a.m. CT and ends on 10/31/23 at 11:59 p.m. CT. There are 2 possible methods of entry: (a) by texting BRAUMSTEAM to the short code 737737; or (b) by emailing KDPpromos@advantagemarketingpartners.com with the necessary information. There is a limit of one (1) entry per person, per day, regardless of method. If you choose to participate via text, standard message and data rates may apply. Contact your carrier for plan details and pricing. For help, text the word HELP to 737737. To Enter and for Official Rules, visit www.kdppromotions.com/braumsteam

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

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