

**OFFICIAL RULES
2020 DR PEPPER TUITION GIVEAWAY PROMOTION & CONTEST**

INTERNET AND EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID IN PUERTO RICO AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. PROMOTION GOVERNED BY THE LAWS OF TEXAS. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

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

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

ELIGIBILITY: You must be a U.S. legal resident of an Eligible State and within the Age Eligibility below. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer, or director of any Promotion Party, or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products. You must not be an active NCAA collegiate athlete (any division) in any sport, nor played professional, semi-professional, or Division I collegiate football at any time.

“Immediate family” means spouses, parents, children, siblings, and stepparents/children/siblings, whether or not living at the same residence.

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

Promotion: 2020 Dr Pepper Tuition Giveaway Promotion & Contest (“**Promotion**”)
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024 (“**Sponsor**”)

ADMINISTRATORS:

Contest Administrators:

(Primary) Dude Perfect, LLC, 6644 All Stars Ave., Suite 120, Frisco, TX 75033

(Secondary) FOX Network, 10201 Pico Blvd, Los Angeles, CA 90064

Scholarship Administrator: Scholarship America, Scholarship Management Services, Attn: Dr Pepper Tuition Giveaway, One Scholarship Way, St. Peter, MN 56082

Age Eligibility: Must be at least **18 but no older than 24** on 11/03/2020 at 11:59 PST

ADDRESSES:

Website: www.drpeppertuition.com

Winners List Address: Scholarship Management Services, Attn: Dr Pepper Tuition Giveaway, One Scholarship Way, St. Peter, MN 56082

DATES:

Start Date: 8:00:00 AM Eastern Time (ET) September 21, 2020

End Date: 11:59 PM Pacific Time (PT) October 18, 2020

Winners List Request Deadline: January 16, 2021

Promotion Period: Start Date through End Date

Video Submission Deadline: 11:59 PM Pacific Time (PT) October 18, 2020

GRAND PRIZE CONTEST LOCATION: (“**Contest Location**”) will be held at Dude Perfect’s address listed above.

HOW TO ENTER:

ONLINE ENTRY: Create a profile at drpeppertuition.com and upload a video that explains your need for tuition assistance and elaborate on your plans to use the tuition assistance to pursue your academic and professional goals (“**Video**”). Videos must be submitted by the Tuition Video Submission Date. Sponsor will then select six (6) Pass Contestants based on the Videos submitted to win a grand prize described below. Additionally, Sponsor will select sixteen (16) additional virtual scholarship prize recipients based on the Videos submitted.

VIDEOS:

All Videos must be:

1. In one of the following video types: .avi, .mov, .mpg, .mp4, mpeg, or .wmv
2. No more than one (1) minute in length and 50 megabytes in size
3. Your original creation
4. Suitable for publication
5. Submitted in English

Videos must not:

1. Have won previous awards
2. Have been previously published
3. Infringe on any third-party rights

Videos that are deemed by the judge in his or her sole discretion to be immoral, obscene, profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; contain nudity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; promote any particular political agenda or message; are obscene or offensive; endorse any form of hate or hate group; appear to duplicate any other submitted entries; defame, misrepresent, or contain disparaging remarks about other people or companies; contain trademarks, logos, or trade dress owned by others, without permission (except for the nonexclusive use of the DR PEPPER trademarks, logos, and/or trade dress for the Videos only that Sponsor grants to all entrants solely for the purpose of the Promotion); contain any personal identification, such as full personal names, email addresses, or street addresses; contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media); violate any law, or are not in keeping with Sponsor’s image, or are in violation of these Official Rules may be disqualified. Entries that appear to duplicate any other submitted entries will be void, and only the first entry submitted (based on time/date) will be included in the Contest. All Videos become the property of the Sponsor and will not be returned. Videos will be judged on:

1. Your need for tuition assistance
2. Your plans to use the tuition prize
3. Inclusion of Dr Pepper (not mandatory, but recommended)
4. Overall presentation quality

By participating, you warrant and represent that your Video does not violate any federal, state, or local laws or ordinances. You further warrant and represent that (1) Sponsor and its designees shall own the Video (and all material embodied therein); (2) that by entering, the entrant irrevocably assigns to Sponsor and its designees any and all rights, title, and interest in the Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit, and use the Video in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification, or permission of entrants, winners, or any third parties. A Video posted deemed having an inappropriate profile image could result in disqualification.

ENTRY LIMITS: Videos must be received by the Entry Deadline. Limit one (1) Video per person. You may not use more than one (1) name or residential or email address. Once a Video is submitted, the Video cannot be replaced or altered. Only one Video, one time, per person.

NOTIFICATION: All potential winners (i.e., Grand Prize contestants and virtual scholarship prize recipients) will be notified via the site, email, phone, or mail. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with a potential winner or you do not claim the prize within period specified, the prize may be forfeited. Winner and, if applicable for Grand Prize contestants may be required to sign an appearance release, affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be

forfeited. Affidavit may be scanned and emailed or faxed to the number provided by Sponsor or Administrator. Original signed affidavit must be returned by mail to address provided by Sponsor or Administrator.

SIX (6) GRAND PRIZES: (“Grand Prize”) A trip for one (Grand Prize contestant) to the Dude Perfect’s headquarters as a “Pass Contestant” to participate in the pass competition (“Pass Competition”). **ARV: \$2,000.** The Grand Prize also includes an opportunity to compete for one (1) of the following:

1. **Three (3) \$125,000 Tuition Prizes:** One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000) Tuition, payable as set forth in the Tuition Awards section below.
2. **Three (3) Runner-Up Prizes:** Seventy-Five Thousand and No/100 Dollars (\$75,000) Tuition, payable as set forth in the Tuition Awards section below.

All Grand Prizes include round-trip coach flight for winner from the major U.S. airport nearest the winner’s home to Dallas, Texas or a \$200 gift card to cover the cost of gas if the winner resides 200 miles or more from Frisco, Texas, one (1) night hotel for two (2), if applicable, airport transfers, commemorative gifts (which shall be solely determined by Sponsor), a chance to compete as a pass contestant (“Pass Contestant”) as described in these Rules. Exact travel dates to be determined by Sponsor subject to availability and other restrictions. Sponsor not responsible for flight cancellation/delay. Winner is responsible for any passport and other travel requirements.

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

Entrants acknowledge that the Grand Prize and its value are trip and only the chance to compete as described herein. The value of the chance to compete and the odds of winning the competition are dependent on a multitude of factors and cannot be determined with any degree of certainty and no odds or value on such aspect of the Promotion shall be ascribed to such portion.

Grand prize contestant agree to comply with all COVID-19 safety measures, including but not limited to wearing a mask in public gatherings and practicing social distancing.

By accepting a prize, you agree to notify Sponsor of any changes to your contact information and provide updated information describing how the tuition prize is being used. You agree to make a good faith effort to attend future college championship games when and if invited by Sponsor. Sponsor will have the right to include your name, nicknames, image, likeness, voice, signature facsimile, pictures, biographical information, or statements in any of Advertising Materials produced by the Promotion Sponsor, any of the Administrators, or any other partners of the Promotion Sponsor hereunder. “Advertising Materials” shall include television and radio commercials, and any type of print and/or promotional materials including without limitation print advertisements, publicity, posters, displays, any type of point of sale materials, packaging, social media, and internet materials. Sponsor shall be under no obligation to make or use any Advertising Materials.

PRE-RECORDED THROW COMPETITION: At a time and date as determined by Sponsor the six (6) Pass Contestants will be permitted time to practice passing the footballs into the Can Replicas as determined by Sponsor. The Pass Contestants will then be separated into three (3) groups of two (2) (“Groups”), and each Pass Contestant will have the opportunity to pass as many footballs as possible (out of up to thirty (30) footballs provided by Sponsor) within thirty (30) seconds from five (5) yards away into the Target in the Can Replica located on the Contest Administrator’s location. If the ball successfully passes through the 2-foot opening but bounces back out, it still counts as a successful pass. No warm-up or trial passes will be permitted by the Pass Contestants. The Pass Contestant in each Group who throws the most Successful Passes will win the \$125,000 Tuition Prize (one (1) winner for each Group). The runner-up for each Group will win the Runner-Up Prize of \$75,000.

PRE-RECORDED THROW TIEBREAKER COMPETITION: If there is a tie between the Pass Finalists at the Pass Competition, then each Pass Contestant in their respective Group will have the opportunity to pass as many footballs as possible (out of up to fifteen (15) footballs provided by Sponsor) within fifteen (15) seconds into the Target in the Can Replica from five (5) yards away from the Can Replica. The Pass Contestant who throws the most Successful Passes in the Tiebreaker Competition will be the winner. In the event a tie still remains after the Tiebreaker Competition, the final tiebreaker will be determined based upon another tiebreaker Competition until there is a winner.

GENERAL COMPETITION RULES: If any Pass Contestant is not at the Sponsor’s designated Pass Contestant meetings at dates, times, and locations specified, he/she will be disqualified. Footballs and Can Replica will be provided by Sponsor. Pass Contestants must use soft-soled shoes only (no metal cleats) and must attempt all passes without gloves or any throwing aid or any third-party assistance of any kind. Passes must pass from contestant’s hands, fully through the

Target in the Can Replica, without touching the ground or any object or surface other than the Can Replica, all as solely determined by Sponsor or its judge, in order to be considered a "Successful Pass." If the ball successfully passes through the 2-foot opening but bounces back out, it still counts as a Successful Pass. All of Sponsor's and/or its judge's decisions regarding positioning of Pass Contestants, timing of throws, and other details of Pass Competition, pre-recorded competition, Contestant Tiebreaker, and Promotion shall be final. Locations, dates, and times may be subject to change.

FIFTEEN (15) VIRTUAL TUITION PRIZES: Sponsor and Contest Administrator(s) will select Fifteen (15) winners to receive a Virtual Tuition Prize based on the Videos submitted.

1. **Four (4) \$100,000 Tuition Prizes:** One Hundred Thousand and No/100 Dollars (\$100,000) Tuition, payable as set forth in the Tuition Awards section below.
2. **Four (4) \$50,000 Tuition Prizes:** Fifty-Thousand and No/100 Dollars (\$50,000) Tuition, payable as set forth in the Tuition Awards section below.
3. **Four (4) \$50,000 Tuition Prizes:** Fifty Thousand and No/100 Dollars (\$50,000) Tuition, payable as set forth in the Tuition Awards section below.
4. **Three (3) \$25,000 Tuition Prizes:** Twenty-Five Thousand and No/100 Dollars (\$25,000) Tuition, payable as set forth in the Tuition Awards section below.

VIRTUAL TUITION GIVEAWAYS: At Sponsor's sole discretion, the winners of the Virtual Tuition Prizes may be given an opportunity to be selected to compete as a contestant ("Virtual Contestant") in one (1) of six (6) total Virtual Contests ("Virtual Contest") hosted by primary and secondary Contest Administrators. Entrants acknowledge that the Virtual Tuition Prize includes only the chance to be selected to compete as a Virtual Contestant in a Virtual Contest for a chance to win a Virtual Contest Tuition Prize. The Six (6) Virtual Contests and associated details are as follows:

- **PRE-RECORDED ROCK PAPER SCISSORS VIRTUAL CONTEST:** At a date and time determined by Sponsor, two (2) Virtual Contestants selected by Sponsor will join a virtual video call hosted by the Primary Contest Administrator. The Virtual Contestants will participate in three (3) rounds of Rock, Paper Scissors by holding up one (1) of the three (3) "Rock", "Paper", "Scissors" cards. Selecting "Rock" will win over "Scissors", but lose to "Paper"; selecting "Paper" will lose "Scissors". The Virtual Contestant who wins (2) out of the (3) rounds will be declared the winner by the Primary Contest Administrator.
- **PRE-RECORDED TAKE THE CAKE VIRTUAL CONTEST:** At a date and time determined by Sponsor, two (2) Virtual Contestants selected by Sponsor will join a virtual video call hosted by the Primary Contest Administrator. The Virtual Contestants will be shown multiple familiar objects, one of which is an item made of cake while the others are the real items themselves. The Virtual Contestants will alternate turns attempting to identify the item that is made of cake by process of elimination. The first Virtual Contestant to identify the one (1) object that is made of cake will be declared the winner by the Primary Contest Administrator.
- **PRE-RECORDED TURTLE OUT OF THE CIRCLE VIRTUAL CONTEST:** At a date and time determined by Sponsor, two (2) Virtual Contestants will join a virtual video call hosted by the Primary Contest Administrator. The Virtual Contestants will be shown a number of turtles. The Virtual Contestants will each select one (1) of the turtles. The turtles will be placed in the center of an outlined circle. The Primary Contest Administrator will determine at which point the turtles will be released from the center of the outlined circle. Whichever Virtual Contestant's turtle makes it out of the circle first will be declared the winner by the Primary Contest Administrator.
- **PRE-RECORDED TRIVIA CONTEST -** At a date and time determined by Sponsor, two (2) Virtual Contestants will join a virtual video call hosted by the Primary Contest Administrator. The Virtual Contestants will participate in a multiple question game of Trivia (questions to be determined by Primary Contest Administrator and Sponsor prior to contest), in which both of the Virtual Contestants will answer each question by writing their answer down and displaying it at the same time. The Virtual Contestant to answer the most questions correctly will be declared the winner by the Primary Contest Administrator. In the event of a tie, the Primary Contest Administrator will continue to ask Trivia questions until the tie is broken.
- **PRE-RECORDED FOX TALENT PROXY THROWS (TWO (2) TOTAL) –** At a date and time determined by Sponsor, two (2) Virtual Contestants will join a virtual video call hosted by the Secondary Contest Administrator. Each Virtual Contestant will have an on-site Proxy ("Proxy") for the Virtual Contestant (to be determined by Secondary Contest Administrator) to complete the Tuition Throw Challenge on their behalf. Each Proxy will have the opportunity to pass as many footballs as possible (out of up to thirty (30) footballs provided by Sponsor) within thirty (30) seconds from five (5) yards away into the Target in the Can Replica located on the Secondary Contest Administrator's location. If the ball successfully passes through the 2-foot opening but bounces back out, it still counts as a successful pass. If there is a tie between each Proxy, then each Proxy in their respective Group will have the opportunity to pass as many footballs as possible (out of up to fifteen (15) footballs provided by Sponsor) within fifteen (15) seconds into the Target in the Can Replica from five (5) yards away from the Can Replica. The Proxy who throws the most Successful Passes in the Tiebreaker Competition will be the winner. In the event a tie

still remains after the Tiebreaker Competition, the final tiebreaker will be determined based upon another tiebreaker Competition until there is a winner.

Entrants acknowledge that the Virtual Tuition Prizes and its value is only the chance to compete as described herein. The value of the chance to compete and the odds of winning the competition are dependent on a multitude of factors and cannot be determined with any degree of certainty and no odds or value on such aspect of the Promotion shall be ascribed to such portion.

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

WINNERS RIGHTS OF USAGE: Sponsor reserves the right to document and track how tuition funds are being used for **TUITION AWARDS:**

Each tuition prize amount is payable as follows:

- (a) As tuition to cover up to four (4) consecutive years of college or postsecondary vocational institution tuition, fees, books, supplies, equipment, related educational expenses, and on-campus room and board to be awarded in the form of a check distributed to the school (eligible under Title IV of the Higher Education Act of 1965 as amended) and located in the United States on behalf of the Winner or Winner's designee, who must be at least 16 years of age ("**Designee**"); or
- (b) To pay off student loans incurred for eligible costs in (a) above in the form of a check distributed to the lending institution on behalf of the Winner or Winner's Designee; or
- (c) A combination of (a) and (b) above in an amount not to exceed the prize amount.

All tuition/educational awards will be administered by Scholarship Management Services, a division of Scholarship America, and are subject to the following and all other terms of these Official Rules. Awards are to be used for postsecondary education expenses at an accredited two- or four-year college, technical school, vocational school, or master or doctorate degree program in the United States. Awards may be used to pay current educational expenses, student loans incurred in a previous academic year, or a combination of both. Checks for the full amount will be sent to the institution designated by the Winners. Payments applied to educational loans will be payable to the loan servicing company for the student. (Award may be considered taxable and Form 1099-Miscellaneous Income will be issued.)

Awards may be used for current educational expenses until the expiration date of December 31, 2025 (the "Expiration Date") or until a degree is earned, whichever occurs first. Following completion of a degree program, the Winner may opt to continue to pursue another degree level until the award expires or use toward existing education loans. At the request of the recipient (i.e., the initial tuition award winner), he/she may designate that the tuition award proceeds be held at Scholarship Management Services on account for another person (Designee) to be used for eligible education purposes as provided herein.

Upon notification as an initial winner, the initial winner must notify Scholarship Management Services of his/her intent to gift the award proceeds to the Designee. Scholarship Management Services will set aside the funds until such time as the Designee notifies Scholarship Management Services that he/she is ready to use the funds for eligible education-related expenses. The tuition award proceeds shall be transferred one (1) time only. The initial tuition award winner must supply the following identifying information about the Designee: name, address, phone number, date of birth, relationship, and postsecondary school information (if known at such time). Scholarship Management Services shall not transfer the tuition award proceeds to the Designee until such time as the identifying information is verified by the Designee and to the satisfaction of Scholarship Management Services. The initial tuition award winner shall be responsible for completing and filing the required Gift Tax Forms with the Internal Revenue Service. There may be a tax liability to the winner and the winner should consult with a tax expert before making this decision. An IRS Form 1099 will be issued to the winner. Any tax liability will be the responsibility of the winner. Designees must be at least 16 years of age or older.

ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO SPONSOR.

THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

GENERAL: By participating, you agree to abide by the Official Rules and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID), no P.O. boxes. Documents must be signed by parent/legal guardian of a minor.

Entries become Sponsor's property and will not be returned. Winners may not substitute, transfer, or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value or select an alternate winner for forfeited prizes. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and may be required to provide a W9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in the Rules.

USE OF NAME/ LIKENESS: By accepting a prize, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

ACCOUNT HOLDER: If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email, or other account number.

LIMITATIONS: Neither Sponsor nor any other Promotion Party is responsible for any:

- Lost, late, damaged, incomplete, illegible, misdirected, undeliverable, or postage-due mail;
- Email, network, electronic, software, equipment, service, processing, accessibility, or other errors, failures, or issues;
- Unauthorized access, tampering, hacking, theft, or destruction; or
- Other technical or human error related to the promotion, execution, or administration of the Promotion.

VIOLATIONS: Sponsor may, in its sole determination, disqualify anyone it believes has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing, or threatening manner.

CAUTION: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

CHANGES: Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution, or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

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

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

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

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

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

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

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

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

USE OF DATA: All information submitted by you will be treated according to Sponsor's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at http://www.drpepper.com/_/legal/us/privacy/.

ADMINISTRATION: Administrators are responsible for the processing of entries and administration of the Promotion. Contact Administrators at the above addresses with any questions, comments, or problems.

FOR A WINNERS LIST: Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.

THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY.

ABBREVIATED RULES

Online/Print

NO PURCHASE NECESSARY. INTERNET, EMAIL REQUIRED. Must be U.S. legal resident. Go to drpeppertuition.com to enter/upload goal/rules/details. Subject to full Official Rules. Void where prohibited. **Must be 18-24 by 11/03/2020 at 11:59 PST. Videos must be uploaded by and Promotion ends 10/18/2020. ANY FUNDS NOT USED BY DECEMBER 31, 2025, WILL BE FORFEITED AND RETURNED TO SPONSOR.**

DR PEPPER is a registered trademark of Dr Pepper/Seven Up, Inc. © 20120 Dr Pepper/Seven Up, Inc.

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: _____.

Promotion: 2020 Dr Pepper Tuition Giveaway Promotion & Contest
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024

ADMINISTRATORS:

Contest Administrators:

Dude Perfect, LLC, 6644 All Stars Ave., Suite 120, Frisco, TX 75033

FOX Network, 10201 Pico Blvd, Los Angeles, CA 90064

Scholarship Administrator: Scholarship America, Scholarship Management Services, Attn: Dr Pepper Tuition Giveaway, One Scholarship Way, St. Peter, MN 56082

Age Eligibility: Must be at least **18 but no older than 24** on 11/03/2020 at 11:59 p.m.

Approximate Retail Value of Prize: \$ _____

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 State and my age is within the Age Eligibility. 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 stepparents/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.
- If I entered based on the nomination by someone else, I gave my permission to use my name to enter
- 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.

By participating, I warrant and represent that my video ("Video") does not violate any federal, state or local laws or ordinances. I further warrant and represent that (1) Sponsor & its designees shall own the Video (and all material embodied therein); (2) that by entering (directly or by being nominated by someone else), I irrevocably assign to Sponsor and its designees any and all rights, title and interest in the Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit and use the Video in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of entrants, winner or any third parties.

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

I agree to comply with all COVID-19 safety measures, including but not limited to wearing a mask in public gatherings and practicing social distancing.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, on prize(s).

If the prize or prizes have an approximate retail value ("ARV") as listed above of \$600 or more, I have included a signed W9 form.

I also agree to be responsible for any other expenses not specified herein as being awarded.

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

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, including the Video I submitted and any video made by Sponsor or its designees of my notification that I am a potential winner or in connection with any competition and prize related activity, without further compensation, unless prohibited by law.

AS PROVIDED IN THE OFFICIAL RULES, I UNDERSTAND THAT ANY FUNDS NOT USED BY DECEMBER 31, 2025 WILL BE FORFEITED AND RETURNED TO SPONSOR.

LIABILITY RELEASE: BY PARTICIPATING, I RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL 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 EXCLUSIVELY 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

