

OFFICIAL RULES

2022 DR PEPPER/ALLEN THEATRES SEC COLLEGE FOOTBALL CHAMPIONSHIP SWEEPSTAKES

INTERNET AND EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATES/COUNTIES 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.

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

Promotion: 2022 Dr Pepper/Allen Theatres SEC College Football Championship Sweepstakes (the “**Promotion**”)

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

Account: Allen Theatres, Inc.
Administrator(s): Innovative Processing, Inc. PO Box 240, Clear Lake, MN 55319

Eligible States/Countries: **New Mexico:** Counties of Dona Ana, Hidalgo, Luna, Grant, Sierra, Otero, Lincoln, Eddy, Lea, Curry, San Juan, Chavez, Roosevelt, McKinley
Colorado: Counties of Montezuma, La Plata, Dolores
Arizona: Greenlee, Graham

Minimum Age: Must be at least 21 or older at time of participation

DATES:

Start Date: 12:00pm Mountain Time (“MT”), September 9, 2022

End Date: 11:59pm MT, October 29, 2022

Entry Receipt Deadline: 11:59pm MT, October 29, 2022

Promotion Period: Start Date through End Date

Drawing Date: October 31, 2022

Winners List Request Deadline: November 30, 2022

ADDRESSES:

Website: www.allentheatresinc.com

Winners List Address: www.allentheatresinc.com (posted until 2/28/23)

PRIZE:

1 Grand Prize: Trip for two (2) to the SEC Football Championship Game at the Mercedes-Benz Stadium, Atlanta, GA December 3, 2022 (ARV \$2,575)

FURTHER PRIZE DESCRIPTIONS/TERMS:

GRAND] PRIZE:

Prize includes round trip coach flight for winner and one guest from the major U.S. airport nearest the winner’s home to Atlanta, GA, two (2) night hotel for two (2) for December 2-December 3, 2022, Welcome Gift, Game Day Breakfast, Pre-Game Party Pass, two (2) Game Tickets and Roundtrip Airport Shuttle Transportation. Winner and guest must travel together on dates designated by Sponsor. Minors traveling with Winner must be accompanied by their parent or legal guardian. Exact travel dates to be determined by Sponsor subject to availability and other restrictions. Sponsor is not responsible for flight cancellation/delay. Winner and guest are responsible for any passport and other travel requirements. Winner and, if applicable, winner’s guest(s) may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited. Travel must be booked at least fourteen (14) days prior to the event. Should winner live within 200 miles (or less) from the venue, a travel stipend of \$200 will be paid in place of the airfare.

Winner agrees to maintain his or her behavior and the behavior of its guest in accordance with all applicable laws, generally accepted social practices, and adhere to all rules and regulations applicable to any airline, hotel, venue or other entity connected to participation in any Grand Prize activity, including, without limitation, use of a Grand Prize component. Winner understands and agrees that if Winner or his/her guest is removed from any activity at any time, or if the Winner's or his/her guest's behavior at any point is disruptive, causes damage or could cause damage to person, property or otherwise violates the policies of an entity associated with the Grand Prize, then Winner may be required to forfeit the remainder of the Grand Prize without substitution or compensation.

Prize winner and guest and/or guardian agree to comply with all COVID-19 safety measures, including but not limited to wearing a mask in public gatherings and practicing social distancing where required.

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

HOW TO ENTER: During the Promotion Period, to enter:

ONLINE ENTRY: Go to the Website. Click on the Promotion icon and follow the links and instructions to complete the registration. Complete and submit the registration including first name and residential address, phone, date of birth, email and phone number, and accept rules and terms. You will automatically receive one (1) entry into the Promotion. Odds of winning depend on number of entries received. <https://www.allentheatresinc.com/terms.php>

ENTRY LIMITS: Entries must be received by the Entry Deadline. Limit 1 per day/51 total. 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. Odds depend on the number of eligible entries.

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. Limit of one prize per person/household for this promotion. Administrator's decisions as to the administration and the selection of the potential winners are final and binding in all matters related to the drawing.

NOTIFICATION: Winners will be notified via the site, email, text, phone or mail. If you are a potential winner, you must follow all of the Administrators' instructions you receive within the time frame specified. If a potential winner does not claim the prize in the manner required within the time 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 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 State 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 redemption/recycling centers, 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, Allen Theatres, Inc., 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 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 and/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). 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. Sponsor shall not be liable to winner or any other person for failure to supply any prize or any part thereof by reason of any event of force majeure, including without limitation, any acts of God such as an epidemic, pandemic (including foreseeable and ongoing effects of COVID-19) any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's control.

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, SPECIAL, 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) INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES;
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM, INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL FAILURES OF ANY KIND, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN NETWORK HARDWARE OR SOFTWARE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE;
- ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

IF FOR ANY REASON AN ENTRANT'S ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, NOT RECEIVED, OR OTHERWISE DESTROYED OR CORRUPTED, ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE PROMOTION, IF IT IS POSSIBLE.

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, SPECIAL, 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; (B) REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY); AND (C) ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

USE OF DATA: All information submitted by you will be treated according to the Accounts Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Account's collection and usage of your personal information and acknowledge that you have read and accepted Account's Privacy Policy available at <https://www.allentheatresinc.com/terms.php>

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.

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 ENTRY

NO PURCHASE NECESSARY. INTERNET & EMAIL ACCOUNT REQ'D. Must be U.S. legal resident in one of the following counties: New Mexico: Dona Ana, Hidalgo, Luna, Grant, Sierra, Otero, Lincoln, Eddy, Lea, Curry, San Juan, Chavez, Roosevelt, McKinley. Colorado: Montezuma, La Plata Dolores. Arizona: Greenlee, Graham, 21 or older. Go to www.allentheatresinc.com, 9/9/22-10/29/22 to enter. Entries must be rec'd by and promotion ends 10/29/22. Go to www.allentheatresinc.com for Official Rules and details. Subject to full Official Rules. Void where prohibited. **Employees of Allen Theatres are not eligible.**

Note that the following copy is only for extremely small spaces, such as banner ads, ads in in-store publications, social media, etc.

NO PURCHASE NECESSARY. Must be US legal resident, 21+. To enter/Official Rules/details go to www.allentheatresinc.com Subject to full Official Rules.

We can also further abbreviate it as follows:

NO PUR. NEC. Must be US legal resident, 21+. To enter/Official Rules/details go to www.allentheatresinc.com Subject to full Official Rules.

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:(____) _____

My Email Address is: _____.

My place of employment is: _____.

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Sponsor:	Dr Pepper/Seven Up, Inc. 6425 Hall of Fame Lane, Frisco, TX 75034
Account:	Allen Theatres, Inc.
Administrator(s):	Innovative Processing, Inc. PO Box 240, Clear Lake, MN 55319
Eligible States/Countries:	New Mexico: Counties of Dona Ana, Hidalgo, Luna, Grant, Sierra, Otero, Lincoln, Eddy, Lea, Curry, San Juan, Chavez, Roosevelt, McKinley Colorado: Counties of Montezuma, La Plata, Dolores Arizona: Greenlee, Graham
Minimum Age:	Must be at least 21 or older at time of participation

Approximate Retail Value of Prize: \$ 2,575.

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 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, Allen Theatres, Inc., 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 and its 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(s).

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 where required.

I agree to maintain my behavior and the behavior of my guest in accordance with all applicable laws, generally accepted social practices, and adhere to all rules and regulations applicable to any airline, hotel, venue or other entity connected to participation in any Prize activity, including, without limitation, use of a Prize component. I understand and agree that if I or my guest is removed from any activity at any time, or if the my or my guest's behavior at any point is disruptive, causes damage or could cause damage to person, property or otherwise violates the policies of an entity associated with the Prize, then I may be required to forfeit the remainder of the Prize without substitution or compensation.

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, without further compensation, unless prohibited by law.

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), INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES;
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM, INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL FAILURES OF ANY KIND, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN NETWORK HARDWARE OR SOFTWARE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

IF FOR ANY REASON AN ENTRANT'S ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, NOT RECEIVED, OR OTHERWISE DESTROYED OR CORRUPTED, ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE PROMOTION, IF IT IS POSSIBLE.

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, SPECIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROMOTION, I AGREE 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) MY REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND I IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR 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 _____, 2022 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: _____

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:(____) _____

My Email Address is: _____.

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(the "**Promotion**")
Sponsor: Dr Pepper/Seven Up, Inc. 6425 Hall of Fame Lane, Frisco, TX 75034
Account: Allen Theatres, Inc.
Administrator(s): Innovative Processing, Inc. PO Box 240, Clear Lake, MN 55319

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

I agree to maintain my behavior in accordance with all applicable laws, generally accepted social practices, and adhere to all rules and regulations applicable to any airline, hotel, venue or other entity connected to accompanying the Winner of the Promotion to any activity. I understand and agree that if I am removed from any activity at any time, or if my behavior at any point is disruptive, causes damage or could cause damage to person, property or otherwise violates the policies of an entity associated with my accompanying the Winner of the Promotion, then I may be required to forfeit the remainder my accompanying the Winner of the Promotion without substitution or compensation.

I give Sponsor, its licensed bottlers, [Account], 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.

LIABILITY RELEASE: 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 YOUR PARTICIPATION), INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES;
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM, INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL FAILURES OF ANY KIND, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN NETWORK HARDWARE OR SOFTWARE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE;
- ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; 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, Allen Theatres, Inc., 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.

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

(Signature of Guest) (Date) Printed Name of Guest

NOTARIZE

There personally appeared before me _____ this ____ day of _____, 2022 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!

PARENT/GUARDIAN SIGNATURE For eligible Guest under the age of majority in his/her state of residency (under 21 if a MS resident, under 19 if an AL or NE resident, under 18 in all other states)

(Signature of Parent/Guardian of Guest) (Date) Printed Name