

2023 Dr Pepper Allen Theatres Sweepstakes Official Rules

No Purchase Necessary To Play Or Win. A Purchase Of Any Kind Will Not Increase Your Chances Of Winning. Void Where Prohibited.

Eligibility: The 2023 Dr Pepper Allen Theatres Sweepstakes (the “Sweepstakes”) is open only to legal U.S. residents, currently residing in Arizona: Counties of Greenlee, Graham, Colorado: Counties of Montezuma, La Plata, Dolores or New Mexico: Counties of Dona Ana, Hidalgo, Luna, Grant, Sierra, Otero, Lincoln, Eddy, Lea, Curry, San Juan, Chavez, Roosevelt, McKinley (“Eligibility Area”) who are twenty-one (21) years of age or older as of the date of their entry (“Entrant”). Franchisees and employees, directors and officers of Dr Pepper/Seven Up, Inc. (“Prize Fulfillment Partner”), Advantage Solutions D.B.A. Sunflower Group (“Administrator”), Allen Theatres, Inc. (“Sponsor”), Mercedes-Benz Stadium in Atlanta, GA, and each of their respective affiliates, franchisees, parents, subsidiary companies, advertising and promotion agencies, employees, shareholders, directors, officers, members, successors, agents and assigns (collectively, the “Released Parties”), and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, whether or not related, of any of the foregoing are not eligible. Employees (and their family members/household) of any retailer where a sweepstakes is promoted or held are excluded from participation in this promotion. Void outside the Eligibility Area and where prohibited, or otherwise restricted by law. 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, 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.

1. **Sweepstakes Period:** The Sweepstakes begins at 12:00:00 AM Mountain Time (“MT”) on 9/18/23 and ends at 11:59:59 PM MT on 10/29/23 the “Sweepstakes Period”).
2. **How to Enter:** There is one (1) 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. Enter via the Allen Theatres website: www.allentheatresinc.com. Entrants will click on the sweepstakes promotion on the right “side ad” content section of the home page. Entrants can also enter by clicking on the dedicated sweepstakes promotion web banner throughout the website.

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, in 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.

3. **Prize Drawing/Prizes/Approximate Retail Value (“ARV”):** On or about two (2) business day after the Promotion Period has ended, Administrator, an independent judging agency, shall perform a prize drawing, from among all Entries received, to select one (1) Potential Prize winner (“Prize Winner”). Once confirmed, as detailed below, one (1) Prize Winner will win a trip for two (2) with two (2) nights at a Sponsor specified hotel (one, standard-double occupancy room) (ARV: \$500), one (1) pair of tickets to the 2023 SEC Football Championship Game on December 2, 2023 at Mercedes-Benz Stadium in Atlanta, GA, two (2) pre-party passes (ARV: \$900) and round-trip airline tickets for two (2) (ARV: \$1800) in the Promotion is three thousand two hundred dollars (ARV: \$3,200). Prize Winner must use accommodations on the dates determined by Sponsor in its sole discretion or Prize will be forfeited. Accommodations are subject to availability. All expenses and incidental travel costs associated with prize acceptance and use not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, baggage fees, passenger tariffs or duties, airline fees, surcharges, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of Prize Winner. Travel companion must be twenty-one (21) years of age or older or a minor under the guardianship of the Winner. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Prize Winner will not receive the difference between actual and approximate retail value. Prize Winner will not be reimbursed for tickets. Tickets may be subject to their standard rain-check policies and procedures. By accepting ticket Prize, Prize Winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Prize Winner and guest will be required to comply with all venue rules and regulations, including all COVID-19 protocols in effect at the venue and hotel during the duration of the trip. Failure to do so may result in forfeiture of the Prize as determined by Sponsor. Prize Winner and guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, “COVID-19”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the “Protocols”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. All federal, state, and other tax liabilities arising from accepting a Prize in this Sweepstakes are the sole responsibility of the applicable Prize Winner. The Prize Winner will receive an IRS Form 1099 at the end of the tax year in which they accepted the Prize for the actual value of the Prize awarded. Tickets may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture and may invalidate the license granted by the ticket(s). Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. The decisions of Administrator and Sponsor are final and binding on all matters relating to this Promotion. The potential Prize Winner is not an official winner unless and until Sponsor/Administrator confirms such. Odds of winning a Prize are dependent upon the total number of eligible Entries received throughout the Sweepstakes Period. There is a limit of one (1) Prize per person, for the entire Promotion Period.
5. **Prize Winner Notification/Verification/Prize Restrictions:** The Released Parties are not responsible if the Sweepstakes cannot take place as planned for any reason and accept no liability whatsoever if the Sweepstakes is cancelled, delayed, rescheduled, postponed, or otherwise impacted in any way. The

potential Prize winners will be notified via the email address or phone number on or about two (2) business days after the Prize Drawing. Administrator will make two (2) attempts to contact the potential Prize winners via such method. Potential Prize Winners will have three (3) business days from the time of the first notification attempt to respond to Administrator or potential winner will be disqualified and Administrator will select/notify an alternate potential winner. Potential Prize winners will be required to execute and return a Declaration of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of notification. If such documents are not returned within the specified time, the Prize may be forfeited at Sponsor's discretion. If in any instance, notification attempt(s) for the potential winner fail for any reason, or if a potential winner is found to have not complied with these Official Rules, fails to return any of the requested documents within the timeframe provided, or cannot accept the Prize for any reason, the applicable Prize will be forfeited and an alternate potential winner will be selected from among remaining eligible Entries for that drawing, if any. By accepting a Prize in the Sweepstakes, all potential/confirmed winners hereby consent to the use by the Sponsor of their Entry and all information contained therein including but not limited to, name, likeness, opinions, images, statements and/or other indicia of persona, and personally-identifiable information (collectively "Likeness"), for any and all uses and purposes (including, without limitation, for purposes of advertising and trade) in any media now known or hereinafter developed in any manner throughout the world (including, without limitation, the World Wide Web and on-air) in perpetuity without additional consideration (where legal), consent or prior review, and upon request will provide written consent to such use. All decisions of Sponsor/Administrator relating to the Sweepstakes and drawings are final.

6. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY ENTRANTS OR WINNERS OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES AND FORFEITURE OF ANY PRIZE. Released Parties assume no responsibility for incorrect or inaccurate Entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error, which may occur in the processing of the Entries in this Sweepstakes. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes or 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Prizes, fulfillment of Prizes, or in any Sweepstakes-related materials. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated Entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual (and void all associated Entries) it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated means of entry or any other means to subvert the entry process; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (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 Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants agree that the Released Parties (a) 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 Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use the Prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. 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. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, 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 this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted where Sponsor deems fit and the Prizes will be awarded via random drawings from among all eligible Entries received for each drawing up until the time of termination, or in a manner that is fair and equitable as determined by Sponsor. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible Entries received throughout the Sweepstakes Period and overall, up to the time of the impairment. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any part of these Official Rules is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty and liability disclaimers set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and these Official Rules shall continue in effect. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL RELEASED PARTIES BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZES TO BE AWARDED TO AN INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

7. **Governing Law/Venue:** THE SWEEPSTAKES 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 THE COUNTY OF COLLIN OR DALLAS, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ENTRANTS 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 SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

8. **Request for the Names of the Winners and/or Official Rules:** For the name of the Prize winner, available after the Promotion Period has ended, or a copy of the Official Rules, send a self-addressed stamped envelope, to be received by 11/30/2023, to **2023 Dr Pepper Allen Theatres Sweepstakes**, PO Box 7775 Cumberland, RI 02864. Please note on the left-hand corner of your outer envelope if you are requesting the Names of Winners or Official Rules.
9. **Sponsor:** Allen Theatres, Inc. 1401 Don Roser Dr. Building C - Las Cruces, NM 88011
10. **Abbreviated Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. Must be a legal resident of AZ: Greenlee, Graham, CO: Montezuma, La Plata, Dolores or NM: Dona Ana, Hidalgo, Luna, Grant, Sierra, Otero, Lincoln, Eddy, Lea, Curry, San Juan, Chavez, Roosevelt, McKinley; 21+ as of the date of entry. The Sweepstakes begins on 9/18/23 at 12:00 a.m. MT and ends on 10/29/23 at 11:59 p.m. MT. There is 1 possible method of entry by visiting: www.allentheatresinc.com and completing the entry form with required information. There is a limit of one (1) entry per person, per day. Employee of Allen Theatres are not eligible. For Official Rules visit www.kdppromotions.com/allentheatres.

Sponsor: Allen Theatres, Inc. 1401 Don Roser Dr. Building C - Las Cruces, NM 88011

Dr Pepper® is a registered trademark of Dr Pepper/Seven Up, Inc.