

**OFFICIAL RULES**  
**2018 DR PEPPER ALLEN THEATRES SEC CHAMPIONSHIP BOWL SWEEPSTAKES**

**INTERNET AND EMAIL 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.**

**Promotion:** 2018 Dr Pepper Allen Theatres SEC Championship Bowl Sweepstakes (the “Promotion”)  
**Sponsor:** Dr Pepper/ Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024  
**Account:** Allen Theatres, Inc.  
**Administrators:** Innovative Processing, Inc., 20012 21<sup>st</sup> Ave E, Clearwater, MN 55320  
Digital Solutions, 1100 South Main Street, Suite 100, Las Cruces, NM 88005

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

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

**DATES:**

**Start Date:** 12:01am Mountain Daylight Time (“MDT”) September 7, 2018  
**End Date:** 11:59pm MDT, October 15, 2018  
**Entry Receipt Deadline:** 11:59pm MDT, October 15, 2018  
**Promotion Period:** Start Date through End Date  
**Drawing Date:** October 16, 2018  
**Winners List Request Deadline:** December 31, 2018

**ADDRESSES:**

**Website:** [www.allentheatresinc.com](http://www.allentheatresinc.com)

**PRIZES:**

**1 Grand Prize** Trip for two (2) to the SEC Championship Bowl at the Mercedes-Benz Stadium in Atlanta, GA. December 1, 2018. ARV: \$2,967

**FURTHER PRIZE DESCRIPTIONS/TERMS:**

**GRAND PRIZE:**

Prize includes round trip coach flight for winner and one (1) guest from the major U.S. airport nearest to the winner’s home to Atlanta, GA, two (2) nights hotel for two (2), welcome gift, ground transportation, two (2) game tickets, welcome reception, and pre-game party. 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/times 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.

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

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

**ENTRY LIMITS:** Entries must be received by the Entry Deadline. Limit 1 per day/38 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 system.

**DRAWING:** Winners will be selected by random drawing. Odds depend on the number of eligible entries.

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

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

**AFFIDAVIT/RELEASE:** Winner and, if applicable, winner's guest 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 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 (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 the 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). Entries become Sponsor's property and will not be returned. Winner may not substitute, transfer, or redeem for cash all or any part of the 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;
- Other technical or human errors 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; SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER THE 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 the 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, CONCEQUENTIAL 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, WITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

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

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

**USE OF DATA:** All information submitted by you will be treated according to Sponsor's 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 <https://www.drpepper.com/en> and the Account's Privacy Policy at <http://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.