

**2023 Dr Pepper New Availability Incentive**  
**PROGRAM TERMS AND CONDITIONS**

**1. Eligibility:** 2023 Dr Pepper® New Availability Incentive (the "Program") is open to eligible\*, independent store or restaurant owners or general manager(s) that buy and manage inventory for store or restaurant location(s) (each an "Operator", collectively "Operators") that have an existing fountain beverage machine (each a "Machine") capable of distributing Dr Pepper® or any of the Sponsor's "New Availability Incentive" fountain beverages to consumers (each an eligible "Dr Pepper Fountain Valve" and "New Availability Incentive Fountain Valve") prior to the start of the Program Period. Operators must also be legal residents of the fifty (50) United States (including D.C.) and eighteen (18) years or older at the time of participation. The Sponsor is DPS Holdings, Inc. Void where prohibited.

To qualify, each Operator must continue to be an active store or restaurant owner or active general manager of said store(s) and restaurant(s) in good standing at the time the Offer is awarded and must fulfill all requirements set forth in these Terms and Conditions.

**2. Timing:** Program begins on March 31, 2023 at 12:00 a.m. Eastern Time ("ET"), ends on January 14, 2024 at 11:59 p.m. ET (the "Program Period") and consists of two (2) phases (each a "Phase") as set forth below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
1 – Make a Qualifying Purchase	March 31, 2023	December 31, 2023
2 – Redemption	March 31, 2023	January 14, 2024

Administrator's computer is the official time-keeping device for the Program.

**3. How to Participate in the Program:** Add Dr Pepper Fountain Valve(s) to Machines and keep your invoice. During Phase 1, there are two (2) options:

a. Operators that Do Not have Dr Pepper and add to the Applicable Machine: Follow the standard process to add Dr Pepper Fountain Valve(s) to your Machine.

b. Machine Operators that Have Dr Pepper and Add a New Availability Incentive Beverage to the Applicable Machine: Follow the standard process to add a New Availability Incentive beverage to your Machine. **See Appendix A for a complete list of eligible New Availability Incentive beverages.**

**Exception:** The only exception to the above is if an Operator does not have a Machine in a restaurant or store that can distribute Dr Pepper or any of the Sponsor's New Availability Incentive fountain beverages to consumers and if Sponsor does not have a contractual agreement with said Operator prior to the start of the Program Period.

**Regardless of the newly added Fountain Valve, be sure to keep your invoice/proof of purchase. Your invoice(s) must be dated during Phase 1.** Take an image of the entire invoice. Images of physical and digital invoices will be accepted. The invoice image must be clear and legible; be in .jpg or .pdf format; not to exceed 10MB in size; and include the "operator name and address", the "invoice date", the "date of purchase for the Fountain Valve," the "name of the Dr Pepper brand added" the "name of the bottler/distributor" and the "name of the bottler/distributor representative". Then, have it available when you complete all instructions as outlined in Section 4 below.

**Just by adding an eligible Dr Pepper Fountain Valve and/or New Availability Incentive Fountain Valve(s) does not guarantee fulfillment of the Offer. You must complete all instructions as outlined in Section 4 below.**

**4. How to Redeem your Offer(s):** During Phase 2, if you are eligible and complete all requirements, as outlined in Section 3, you may proceed with the following: visit [KDPIncentive.com](http://KDPIncentive.com) and follow the links and instructions to complete and submit the registration including a valid email address. Where prompted, follow the instructions to upload an image of your invoice. Each invoice can only be uploaded once. Once the Administrator validates your invoice image, you will receive one (1) of the following:

- (a) Operators who upload a valid invoice with proof of adding a Dr Pepper Fountain Valve will receive one (1) \$100 prepaid card ("Dr Pepper Offer"). Approximate Retail Value ("ARV"): \$100.
- (b) Operators who upload a valid invoice with proof of adding any New Availability Incentive Fountain Valve will receive one (1) \$200 prepaid card per eligible New Availability Incentive Fountain Valve added ("New Availability Incentive Offer"). ARV: \$200.

Collectively, or generically, Dr Pepper Offers and New Availability Incentive Offers are referred to as an "Offer", herein.

Terms and conditions received with delivery of pre-paid card apply.

Limit: Each Operator may receive one (1) Offer per Fountain Valve for each eligible location (up to 10 eligible locations owned by the same Operator) with a maximum of \$1,000.00 in Offers during the Program Period. Multiple participating Operators are not permitted to share the same email address. Any attempt by any participating Operator to obtain more than the stated number of Offers by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participating Operator's Offer and that participating Operator may be disqualified. The Offer will be fulfilled approximately 12-24 days after receipt validation but no later than 8-10 weeks after the conclusion of the Program Period.

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

**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**6. Release:** By receipt of the Offer, participating Operator agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of the Offer.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Administrator shall have final decision-making authority over all invoice validations.

**8. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or

inaccurate information, whether caused by participating Operators, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Offer.

**9. Disputes:** Except where prohibited, participating Operator agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas or the appropriate Texas State Court located in Collin County, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (3) under no circumstances will participating Operator be permitted to obtain awards for, and participating Operator hereby waives all rights to claim, indirect, punitive, incidental, special, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participating Operator and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**10. Participating Operator's Personal Information:** Information collected from participation is subject to Sponsor's Privacy Policy <https://www.keurig.com/content/privacy-policy?showContentOnly=1>.

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## Appendix A

### **New Availability** **Incentive Beverage**

Dr Pepper
Diet Dr Pepper
Dr Pepper & Cream Soda
Dr Pepper Freestyle
Dr Pepper Zero Sugar
7Up
Canada Dry Ginger Ale
Canada Dry Tonic
Crush Orange
Crush Strawberry
Diet Rite Cola
Hawaiian Punch Fruit Juicy Red
Hawaiian Punch Lemonade
Hawaiian Punch Pink Lemonade
Hires Root Beer
IBC Root Beer
Mistic Sweet Lemon Tea
Mistic Unsweet Tea
Nehi Grape
Nehi Orange
Nehi Root Beer
RC Cherry Cola
RC Cola
Diet RC Cola
Rochester Root Beer
Diet Rochester Root Beer
Schweppes Ginger Ale
Schweppes Tonic
Squirt Citrus
Stewart's Root Beer
Diet Stewart's Root Beer
Sun Drop Citrus
Diet Sun Drop Citrus
Sunkist Cherry Limeade
Sunkist Grape
Sunkist Orange
Sunkist Strawberry
Tahitian Treat Fruit Punch
Upper 10 Lemon Lime
Vernors Ginger Ale