

**OFFICIAL RULES
2017 THE ONE YOU CRAVE SWEEPSTAKES**

INTERNET AND EMAIL ACCOUNT OR 2-WAY TEXT MESSAGE CAPABLE PHONE AND DIGITAL SERVICE REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE MARKETS 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: 2017 The One You Crave Sweepstakes (the “**Promotion**”)
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024
Administrator: Music Audience Exchange, Inc., 6860 N. Dallas Parkway #300, Plano, TX 75024
Eligible Markets: The area of Miami, FL
Minimum Age: Must be at least 21 or older at time of participation

DATES:

Start Date: 12:00am Central Time (“**CT**”), August 21, 2017
End Date: 11:59pm CT, October 31, 2017
Entry Receipt Deadline: 11:59pm CT, October 31, 2017
Promotion Period: Start Date through End Date
Drawing Date: October 22, 2017
Winners List Request Deadline: November 18, 2017

ADDRESSES:

Website: www.musicadrpepper.com
Winners List Address: 2017 The One You Crave Sweepstakes Winners List, Music Audience Exchange, 6860 N. Dallas Parkway #300, Plano, TX 75024

PRIZES:

The prize will consist of two (2) *Cris Cab* premium Concert tickets and backstage passes for a meet and greet with Cris Cab in the Miami, FL area. Seat and section location to be determined by Sponsor and at its sole discretion. Approximate retail value of each prize is \$250.

If the prize winner lives more than 200 miles from the participating *Cris Cab* Concert venue location, the prize will also include the following:

- Roundtrip (coach class) air transportation to the prize city location for the winner and a guest.
- One (1) night (double occupancy) hotel accommodations.

Approximate retail value of air and lodging for each prize (if required) \$1,800.

Actual value of prizes may vary. No compensation or substitution will be provided for any difference in prize value.

- ❖ Winner and his or her guest must travel on the same itinerary and on the same dates. In the event the prize winner or his/her guest engages in behavior that, as determined by the Sponsor or Sponsor’s representative at its sole discretion, is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor or Sponsor’s representative reserves the right to terminate the experience in whole or in part, with no further compensation. Sponsor and Administrator are not responsible if the winner or his or her guest is denied entry into, or removed from, any aircraft, hotel or event venue. In such situation, the winner and/or his or her guest will be responsible for all additional costs incurred.
- ❖ Travel must be round trip. If flights are required, Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contracts.

- ❖ Unless a child of the winner, guest must be eighteen (18) years of age or older as of the date of departure.
- ❖ All travel arrangements will be made by a Sponsor designated representative whose decisions regarding the itinerary are final and binding. Selection of airline and airport shall be at the discretion of Sponsor or any other provider of any portion of the Prize. Trip winner and guest must have valid travel documents (e.g., government issued I.D., passport, etc.) along with any other travel requirements in order to travel prior to departure, and failure to do so may result in forfeiture of Prize. Winner and his/her guest are solely responsible for satisfying all legally required conditions of travel. Winner must have a valid major credit card to check in to a hotel. Winner is responsible for all incidental expenses while staying at hotel. Sponsor and Administrator are not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the prize winner and guest, if applicable, from traveling.
- ❖ The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes, except where required by law.
- ❖ The winners are responsible for all other costs and expenses associated with and/or not specifically included in the prize.
- ❖ Sponsor and Administrator shall in no way be responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or accommodations, or any other act, omission, or result thereof, caused by any third party.
- ❖ All reservations are based on availability.

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

HOW TO ENTER: During the Promotion Period there are two (2) ways to enter:

- a) **Go to the Website.** Complete the entry form with all required information including your ZIP code within the Eligible Market of which you are a legal resident, signify your agreement to these Official Rules and submit the entry.
- b) **Via text message.** Use the following information to enter by texting from your mobile phone for the Eligible Market of which you are a legal resident. You may only enter the prize drawing for an Eligible Market of which you are a legal resident.

TEXT ONLY ONE OF THE BELOW TO ENTER:
[MIAMI] to 313131

Your text is your electronic signature agreeing to these terms and giving electronic written consent for Administrator to send one (1) response text confirming your entry into the Promotion to the mobile number you provide using an autodialer. Consent is not a condition of purchase. For a paper copy of the terms and conditions call 844-261-3446. Reply HELP for help; Reply STOP to withdraw consent. Message and data rates may apply. You may withdraw consent at any time. For details, see Administrator's privacy policy at musicaudienceexchange.com/privacy-policy. Opting out will not affect your odds of winning unless Sponsor or Administrator is unable to contact you as a result. Administrator is responsible for the text portion of the Promotion. Sponsor's Privacy Policy is available at http://www.drpepper.com/_/legal/us/privacy and Terms of Use are available at http://www.drpepper.com/_/legal/us/terms/

ENTRY LIMITS: Entries must be received by the Entry Deadline. **Limit: No matter which form of entry you select, you may enter only one time during the Promotion Period.** 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 on the Drawing Date. Odds depend on the number of eligible entries. The administration of the Drawing is within the sole discretion of Administrator, whose decisions are final.

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.

NOTIFICATION: Winners will be notified via email, text and/or phone. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with winner or you do not claim the prize within 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, and (if applicable) a properly completed U.S. Internal Revenue Service Form W-9, 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 Market 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, 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, Administrator, and their 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 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). 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, except where required by law. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, neither Sponsor nor Administrator is 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 and Administrator reserve the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and 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, Administrator 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 OR ADMINISTRATOR 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, ADMINISTRATOR, 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 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: 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 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 and Administrator's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's and Administrator's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy.

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.

SOCIAL MEDIA: While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor, Administrator or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, Snapchat or any other site or medium that might host content where information about this promotion is posted or published (collectively "Content Hosts"). Entrant is providing his/her information only to Sponsor and not to Content Hosts.

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.