

**OFFICIAL RULES
2020 SNAPPLE NAME THE FLAV GIVEAWAY PROMOTION (“Promotion”)**

TEXT CAPABILITY, INTERNET AND EMAIL ACCOUNT REQUIRED. VOID IN PUERTO RICO AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. PROMOTION GOVERNED BY THE LAWS OF TEXAS. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

ELIGIBLE MINORS SHOULD OBTAIN PERMISSION FROM THEIR PARENTS OR LEGAL GUARDIANS PRIOR TO PARTICIPATING IN THIS PROMOTION.

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

ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and the District of Columbia who are within the Age Eligibility outlined below. 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 Parties**” means Sponsor, its bottlers or distributors, Administrators, Facebook, Instagram, Twitter and any other social media entity associated with the Promotion in any way, 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.

“Entry” means any valid text or online entry.

Promotion: 2020 Snapple Name The Flav Giveaway Promotion
Sponsor: Dr Pepper/Seven Up, Inc.
5301 Legacy Drive, Plano, TX 75024

ADMINISTRATORS:

Website Administration: **Koupon Media, Inc.**
5040 Addison Circle, Suite 250
Addison, TX 75001

Age Eligibility: Must be at least 13 years of age at the time of entry. Entrants who are minors must have parental consent to enter.

Website: www.NameTheFlav.com

DATES:

Start Date: 9:00:00 AM Eastern Time (ET) June 22nd, 2020
End Date: 11:59 PM ET August 31, 2020
Entry Receipt Deadline: **11:59 PM ET August 31, 2020**
Promotion Period: Start Date through End Date

HOW TO ENTER:

Participants may enter the Promotion by purchasing one (1) 16oz NAME THE FLAV Snapple product and texting the keyword "SNAPPLE" to 21688. Participant will receive a text message with opt-out instructions and disclosure for receipt of up to fifteen (15) automated text messages to the number provided, along with a link and instructions for entering the Promotion by submitting an image of the product featuring the UPC code, their mystery flavor name ("Name"), username, Instagram handle (optional) and zip code. Limit 160 characters per text and 39 characters per Name. Upon completing the above submissions and actual receipt by Sponsor, the Sponsor will screen the entries for initial eligibility and the entrant with eligible submissions will earn one (1) Entry into the Promotion. All submissions must be received by the Entry Receipt Deadline to be eligible. Sponsor's computer timeclock is the official time keeper for all Promotion purposes. Proof of sending does not constitute proof of receipt by Sponsor. Product photo must clearly capture UPC in a readable format. Participants should keep their product UPC until verification is complete. Sponsor reserves the right to require a participant to provide original product packaging for verification purposes upon request. **Limit of one (1) Entry per person, per phone number, per day, throughout the Promotion Period.** Each individual Entry must be based on a unique product with a unique UPC code, and each Entry can only list one Name. Attempts to include more than one Name in a single Entry or to base multiple Entries on the same UPC code may result in disqualification. All submissions become the property of Sponsor and will not be acknowledged or returned. **Message and data rates may apply.** Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. A participant may, at any time, choose to not receive further text messages by sending an opt-out text message as directed in the text.

ONLINE ENTRY OPTION: To enter without a purchase, please go to the <https://m.kou.pn/SnappleNametheFlavAMOE> during the Promotion Period and follow the instructions to complete your entry in the program. No responsibility is assumed for lost, late, incomplete, illegible, or misdirected entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Sponsor may use the phone number provided with the Entry for winner notification purposes. Limit one (1) online Entry per person per day.

By participating, you warrant and represent that the submitted Name does not violate any federal, state, or local laws or ordinances, including without limitation copyright, trademark, privacy or publicity rights violations. You further warrant and represent that (1) Sponsor and its designees shall own the Name; (2) that by entering you irrevocably assign to Sponsor and its designees any and all rights, title, and interest in the Name including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit, and use the Name, along with mentioning the associated Instagram handle, in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification, approval or permission of entrants, winners, or any third parties. You agree to sign any documents presented to you by Sponsor to further effectuate the terms of the above provision.

Names and usernames that are deemed by Sponsor in its sole discretion to be immoral, obscene, profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; promote any particular political agenda or message; are obscene or offensive; endorse any form of hate or hate group; appear to duplicate any other submitted entries from the same username; defame, misrepresent, or contain disparaging remarks about other people or companies; contain any personal identification, such as full personal names, recognizable nicknames, email addresses, or street addresses; contain copyrighted materials owned by others; contain trademarks owned by others; violate any law, or are not in keeping with Sponsor's image, or are in violation of these Official Rules may be disqualified. Entries that appear to duplicate any other submitted entries from the same username will be void, and only the first entry submitted (based on time/date) will be included in the Promotion. All Names become the property of the Sponsor and will not be acknowledged or returned. The Name which receives the most public votes will be deemed the winner. If there is a tie among potentially winning Names, Sponsor will select the winner in its discretion from among all tied Entries

PUBLIC VOTE: To vote, you must be at least 13 years of age or older at the time of voting. Voting begins at 09:00:00 AM ET on June 22nd, 2020 and ends at 12:00:00 PM ET on August 31, 2020 ("Public Vote Period"). To place a vote, visit the Website during the Public Vote Period. You must follow the on-screen instructions to submit the required information, if you haven't done so previously. Upon submitting the required information, you will be able to vote for your favorite Name. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, vote exchange programs or offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. This right should be interpreted broadly to apply to any situation Sponsor believes does not appear legitimate or which creates any doubt of the validity of votes, and Sponsor does not need conclusive evidence of actual vote manipulation to disqualify a voter/entrant. Votes generated by script, macro or other

automated means or which subvert or impair the integrity of the voting process will be void. Any attempt to exceed the limited number of votes, shall give the Sponsor the right to void the all votes in question and disqualify the Entry, at its sole discretion. **Limit of three (3) votes per person, per phone number, per day, throughout the Promotion Period.** A “day” is understood to mean 12:00 AM ET through 11:59 PM ET.

WINNER BRAGGING RIGHTS: The winner will be publicly announced and may be celebrated across Snapple promotional marketing materials. All aspects of the marketing and treatment of winner will be determined by Sponsor in its sole discretion. Sponsor may use the winning Name as the name for the Name the Flav product, but Sponsor has no obligation to do so. Actual use of the Name is not part of the benefits for winning the Promotion. Entrants acknowledge there is no monetary value associated with receiving the most votes and winning the Promotion. The odds of winning the Promotion are dependent on a multitude of factors and cannot be determined with any degree of certainty.

BRAGGING RIGHTS WINNER NOTIFICATION: Winner will be notified via text or phone in Sponsor’s sole discretion. If the potential winner cannot be reached after a reasonable number of attempts (determined by Sponsor), or the potential winner does not respond within a reasonable time as determined by Sponsor, the Entry with the next highest public vote total may be selected as the winner. Winner will be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or the Entry with the next highest public vote total may be selected as the winner. Affidavits may be scanned and emailed or faxed to the number provided by Sponsor or Administrator, but they are not deemed executed until actually received by Sponsor. Original signed affidavits must be returned by mail to the address provided by Sponsor or Administrator. If the selected winner is under the age of majority in his/her state or jurisdiction of residence, the selected winner’s parent or legal guardian must execute the eligibility and release documents.

RANDOM PRIZES: Sponsor reserves the right to randomly award “surprise and delight” prizes throughout the Promotion Period in Sponsor’s sole discretion. Such “surprise and delight” prizes have no correlation with Entry vote totals, and Sponsor is under no obligation to award any specific number or value of prizes. Total value of all “surprise and delight” prizes will not exceed \$4,999.

RANDOM PRIZES WINNER NOTIFICATION: Winners will be notified via text or phone in Sponsor’s sole discretion. If the potential winner cannot be reached after a reasonable number of attempts (determined by Sponsor), or the potential winner does not respond within a reasonable time as determined by Sponsor, Sponsor may award the prize to a different winner or may decide not to award the prize at all.

Prize must be accepted as awarded, and prize is awarded “AS IS” with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. For prizes valued over \$600, prize winner will be issued an IRS Form 1099 for the retail value of the prize. If potential winner does not wish to accept the prize, an alternate winner may be selected or the prize may not be awarded. All details of the prize not set forth herein will be determined by Sponsor in its sole discretion. All entrants and Entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner.

THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

GENERAL: By participating, you agree to abide by these Official Rules and all decisions of Sponsor and Administrators and their designees, 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 Official Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All Entries must feature valid contact information.

USE OF NAME/LIKENESS: By participating, you grant Sponsor (and its designees) the right to use the Name, your name, biographical information, photos, video, quotes, statements and/or likeness for advertising or informational purposes in any medium, without approval or 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 or other relevant account number. Winner may be required to provide proof of being the account owner.

LIMITATIONS: Neither Sponsor nor any other Promotion Party is responsible for any:

- Phone, network, electronic, software, equipment, service, processing, accessibility, or other errors, failures, or issues
- Unauthorized access, tampering, hacking, theft, fraud or destruction
- Other technical or human error or interference 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 these Official Rules, or who may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing, or threatening manner, in Sponsor's sole discretion.

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 Official Rules for any reason, including reasons for which Sponsor, in its sole opinion, deems affects the fairness, 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, 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 PHONE OR WEBSITE RELATED TO THE PROMOTION OR MATERIALS ON THEM; 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 use of the Name.

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.

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, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR 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 http://www.snapple.com/__/legal/us/privacy/.

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.

FOR A WINNERS LIST: Winners will be announced on the Website and/or Social Media and available through 9/30/20.

THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, SNAPCHAT OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY, YOU PROVIDE YOUR INFORMATION TO SPONSOR AND NOT ANY OF THESE SOCIAL MEDIA SITES.