

TERMS AND CONDITIONS
Canada Dry Summer Comfort Promotion (the “Promotion”)

INTERNET AND EMAIL ACCOUNT REQUIRED. VOID WHERE PROHIBITED. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

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

Promotion: Canada Dry Summer Comfort Promotion (the “**Promotion**”).

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

Administrator: TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180

Eligible States: 50 United States and District of Columbia

Minimum Age: Must be at least 18 or older at time of participation

DATES:

Start Date: 12:00:01 am Eastern Time (“**ET**”), 5/1/23

End Date: 11:59:59 pm (ET), 6/30/23

Receipt Submission Deadline: 11:59:59 pm (ET), 6/30/23

Reward Selection Deadline: 11:59:59 pm (ET), 7/14/23

Promotion Period: Start Date to End Date

ADDRESSES:

Promotion Website: CanadaDrySipIntoSummer.com

PROMOTION DESCRIPTION: The Promotion allows consumers to earn points (“**Points**”) by purchasing eligible Canada Dry products and redeeming those Points for rewards (while supplies last), as described herein. By participating in the Promotion, each participant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions and the decisions of Sponsor, which shall be final and binding in all respects.

ELIGIBILITY: To participate in this Promotion you must be a legal U.S. resident residing in one (1) of the fifty (50) United States or District of Columbia and at least 18 years of age at the time of the Start Date of the Promotion Period.

HOW IT WORKS:

1. During the Promotion Period, go to CanadaDrySipIntoSummer.com (the “**Website**” as hosted by Administrator) and follow the on-screen instructions to register for the Promotion, or, if you already have registered, follow the directions to log-in.
2. Purchase participating Canada Dry products* (each, a “**Qualifying Product**” and collectively, the “**Qualifying Products**”) and upload your receipts at the Website as directed. Product returns/exchanges and rainchecks from before the Promotion Period will not be eligible. Only purchases of Qualifying Products made during the Promotion Period and inside the U.S. or from U.S. Military Commissaries are valid for this offer. Receipt upload must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and at least one (1) Qualifying Product (“**Required Information**”). All Required Information must be legible in your image(s). For longer receipts, you may upload a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Qualifying Product purchase(s) on your receipt for quicker verification. ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY ADMINISTRATOR ON BEHALF OF SPONSOR; IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE POINTS. A list of Qualifying Products and associated Point Values are below.

3. Redeem your Points for Rewards. To redeem your Points, go to the Website and locate the Rewards Catalogue and follow the instructions to select the item you would like to receive. Reward Points must be redeemed by 11:59:59 PM (ET) on 7/14/23. To redeem Points for a Reward, you will be asked to provide your email and/or mailing address and phone number (“**Shipping Information**”) for Reward shipment. Participants will be notified that their reward shipment is processed. Reward will be delivered to the address provided by participant. Please allow 4 - 6 weeks for receipt of Reward. Any unused Points in a participant’s account after the conclusion of the Promotion will be forfeited.

***Qualifying Products and their Point Values:**

- All **Canada Dry products** (single bottle/can) (i.e., 8oz, 16oz, 20oz, 24oz, 1L, 2L, 2.5L, 3L, etc.) = **5 Points** per product
- All **regular multi-pack sizes of Canada Dry** (i.e., 4pk, 6pk 0.5L, 8pk, 10pk, 12pk, 15pk, 24pk, Mini Can Packs, etc.) = **15 Points** per package
- All **Club Channel large package sizes of Canada Dry** (greater than 24 count) (28pk, 30pk, 32pk, 35pk, 36pk, etc.) = **30 Points** per package

Qualifying Products available at participating retailers during the Promotion Period. Not all brands or packages may be available in all markets. You must obtain a purchase receipt via legitimate retail purchase in the U.S. during the Promotion Period.

The following Rewards are available during the Promotion Period:

Item #	Reward	Point Values / Criteria	Limit Per Consumer	Total Quantity
1	FREE 20oz of Canada Dry (up to \$3) awarded in the form of Barcode Buck\$®** - valid thru 8/31/23 via email	10 Points	1	2,450*
2	\$10 eGift Card** to a music streaming platform; to be awarded via email	25 Points	1	2,000*
3	Citronella Candle; to be awarded via mail	60 Points	1	1,000*
4	Universal Can Cooler; to be awarded via mail	70 points	1	2,200*
5	Sand Repellent Beach Blanket; to be awarded via mail	90 points	1	1,000*
6	Easy Inflate Air Couch; to be awarded via mail	120 points	1	1,280*
7	Tabletop Firepit; to be awarded via mail	225 points	1	50*
8	Noise-cancelling headphones; to be awarded via mail	270 points	1	20*

*Limited quantities available – available while supplies last. Rewards are not guaranteed to be available throughout the entire Promotion Period.

**Gift cards are subject to the terms and conditions associated with their use. For details on music streaming platform eGift Card, go to <https://www.spotify.com/us/gift-card>. For details on Barcode Buck\$, go to <https://rewards.tpgrewards.com/canadadry/terms.pdf>.

You may not use more than one (1) name or shipping address or email address or promotion account to gain additional Rewards above the stated limits. You must complete your own receipt submission. No use of any automated, form filling, programmed or similar service or system. Sponsor shall have no liability for any printing, production, typographical, mechanical, or other errors in the submission of receipts or point balances in participant’s account. Sponsor reserves the right to delay the processing of Points in a participant’s account, restrict access to

your account or remove Points from an account if it determines that Points were improperly credited to such account. Points are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale, barter, transfer, or assignment of any Points, other than by Sponsor, is strictly prohibited.

Participants will be notified by email if they are receiving a Reward that will be fulfilled electronically using contact information provided or collected at the time of promotion registration. Sponsor shall have no liability for any Reward that is lost, intercepted, or not received by a participant for any reason. Participants who select a tangible Reward will receive the Reward at the address associated with their account as provided at the time of cashing out their points. Once a Reward has been selected, the order is final, and the Points will be deducted from the participant's account. Points will not be refunded or placed back into a participant's account after an order has been placed. Participants are responsible for maintaining current account information, including email address and shipping address, as this information will be used to contact participants regarding their account and their current activity with the Promotion.

GENERAL CONDITIONS: Except as otherwise noted herein, no cash alternative or Reward substitutions will be allowed, may not be resold, or offered for resale by the Reward recipient or any other person. Other restrictions may apply. Participants shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with an applicable Reward. Sponsor makes no warranties, and hereby disclaims all warranties, express or implied, concerning any Reward furnished by third parties in connection with the Promotion.

GENERAL: By participating, you agree to abide by the Terms and Conditions and all decisions of Sponsor and its Administrator, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a Reward recipient unless and until you have fully complied with the Terms and Conditions and all Reward processes have been completed. Submissions become Sponsor's property and will not be returned. Reward recipients may not be substituted, transferred, or redeemed for cash or any part of the Reward, unless otherwise provided for by the Sponsor. If, for any reason, a Reward cannot be awarded or recipient is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether to substitute the Reward with a Reward of comparable or greater value or cash value. Reward recipients are responsible for any expense or item not specifically stated in the Terms and Conditions. Sponsor shall not be liable to the Reward recipient or any other person for failure to supply any Reward, or any part thereof by reason of any event of force majeure, including without limitation, any acts of God such as an epidemic, pandemic (including foreseeable and ongoing effects of COVID-19) any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's control.

ACCOUNT HOLDER: If disputed, submission 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, any reward entity and their respective agents, representatives, officers, directors, shareholders, third parties associated with the Reward(s), retailers, social media platform(s) where Promotion is advertised, and employees ("Promotion Parties") is responsible for any:

- lost, late, damaged, incomplete, illegible, misdirected, or undeliverable submissions;
- 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 Terms and Conditions, 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 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 Terms and Conditions 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).

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, SPECIAL, DIRECT, EXEMPLARY, 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), INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF THE SUBMISSION;
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM, INCLUDING BUT NOT LIMITED TO, ANY TECHNICAL FAILURES OF ANY KIND, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN THE NETWORK HARDWARE OR SOFTWARE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY REWARD;
- ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROGRAM;
- ANY WARRANTY, REPRESENTATION OR GURANTEE EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO ANY REWARD AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 Rewards.

NO WARRANTY: ALL REWARDS 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 IN PROMOTIONAL LAW AND 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 TERMS, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY PARTICIPATING IN THE PROMOTION, PARTICIPANTS AGREE 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, OR ANY REWARD PROVIDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND (C) PARTICIPANTS IRREVOCABLY WAIVE 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 <https://www.keurig.com/content/privacy-policy>.

ADMINISTRATION: Administrator is responsible for the processing of receipt submissions and administration of the Promotion. Contact Administrator at its above address with any questions, comments, or problems.

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