

## DR PEPPER/FOOD CITY FAMILIA<sup>23</sup> SWEEPSTAKES

**Sweepstakes:** Dr Pepper/Food City Familia<sup>23</sup> Sweepstakes

**Sponsor:** Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024

**Account:** Food City

**Participating Products:** Dr Pepper

**Administrator:** Lopez Negrete, 3336 Richmond Ave Suite 200  
Houston, TX 77098

**Eligible State:** Arizona

### DATES:

**Start Date:** September 4, 2009

**End Date:** October 8, 2009

**Entry Deadlines:** Entries must be deposited in the ballot boxes at participating stores by 10/8/09.

**Sweepstakes Period:** Start Date through End Date

**Drawing:** October 19, 2009

**Winners List Request Deadline:** November 30, 2009

### ADDRESS:

**Winners List Address:** Dr Pepper/Food City Winners List Request  
PO Box 0240 Dept F  
Clear Lake, MN 55319

**Minimum Age:** Entrants must be at least 18 or older at time of participation

### PRIZES:

**Grand Prize:** (1) Winner will receive a Club23 Party.  
(ARV \$4,500)

**First Prizes:** (10) \$50 Gift Card  
(Subject to Gift Card's Terms & Conditions)

**HOW TO ENTER.** Complete an official entry form or on a 3" x 5" card hand print your actual name and residential address (as they appear on your driver's license or government identification) (no P.O. boxes), telephone number and date of birth. Deposit the entry form into the ballot boxes provided at stores participating in the Sweepstakes. Entry forms must be legible and completed in full to be valid. Machine duplicated or reproduced entries will not be accepted. Only one individual's name may be on each entry form. Not responsible for lost, late, damaged, misdirected, illegible, postage-due mail or human or other error that may occur in the receipt or processing of entries. Entries become property of Sponsor and will not be returned. Entries must be received by the Entry Receipt Deadline.

**No Automated Entries.** You must fill out your own entry form without the use of any automated sweepstakes entry filling services or form filling services. The use of any automated, programmed, robotic or similar system to enter is prohibited and will result in disqualification. Entries filled out by anyone other than you will be disqualified. Auto entries prohibited.

Any person who attempts to participate with street addresses, under multiple identities or uses any device or artifice to enter multiple times in violation of applicable entry limitations may be disqualified.

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**LIMIT ON ENTRIES:** Limit of One (1) entry per person per day.

**THE DRAWING:** Potential winner(s) will be selected by random drawing on or about the Drawing Date by an independent judging agency. Odds of winning depend on the number of eligible entries received.

**GRAND PRIZE WINNER** will receive a Club23 party with the Club23 Party Truck. This party will be for the winner and up to 50 of his/her guests. The party will include Dr Pepper drink products, Catered Food, Entertainment including Games, Pepperazzi, Music and a DJ. Location of the party is at the sole discretion of the Sponsor.

**FIRST PRIZE WINNERS** will have their prizes mailed by first class mail to the address submitted on their entry.

**PRIZE NOTIFICATION:** Potential Grand Prize winner will be notified by phone and/or mail within one week of the drawing; if after a reasonable number of attempts during a day (as determined by Sponsor or Administrator in its sole discretion) contact is not made with potential winner, prize will be forfeited and an alternate winner selected. Winner will be required to sign an affidavit of eligibility and release of publicity/liability ("**Affidavit**") within the time period specified by Sponsor or Administrator in the letter accompanying the Affidavit ("**Prize Letter**") or prize will be forfeited. If mail is returned as undeliverable without a forwarding address, then prize may be forfeited. An alternate winner for forfeited prizes may be selected at Sponsor's sole discretion. Prize will be awarded upon receipt of Affidavit, and verification of prize winner. Any required Affidavits or other documents must be signed by parent/legal guardian of a minor in his/her state of residence.

**LIMIT ON PRIZES:** Limit of one prize (valued at \$600 or more) allowed per person/household per 12 consecutive month period in any promotion sponsored by Sponsor or any of its affiliated companies.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SWEEPSTAKES AND ARE PART OF THE FULL OFFICIAL RULES.**

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**NO PURCHASE NECESSARY. VOID IN PUERTO RICO AND OUTSIDE ELIGIBLE STATE. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. SWEEPSTAKES GOVERNED BY THE LAWS OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**ELIGIBILITY:** To enter you must be a legal resident of the state of the United States, residing in the Eligible State and at least the Minimum Age. You are also not eligible if you or any member of your immediate family or household (whether or not related) is (A) an employee, officer or director of (1) Sponsor, its bottlers or distributors, Account, Administrator, their respective parent, affiliated and subsidiary companies (collectively, the "**Sweepstakes Parties**"), or (2) any of the Sweepstakes Parties' other promotional partners, advertising or promotions agencies, suppliers of Sweepstakes materials, internet promotion developers, judging or administration organizations, or auditing or legal firms and other parties engaged in the production, promotion, administration or execution of the Sweepstakes ("**Sweepstakes Providers**") (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers that sell Sponsor products. "Immediate family" means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.

**GENERAL CONDITIONS:** By participating, you accept and agree to abide by the Official Rules and all decisions of Sponsor and its judging and administration organizations, which are final and legally binding in all respects. No substitution or transfer to a third party of all or any part of prize permitted. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming a prize, Sponsor is not obligated to award it and Sponsor 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. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible prize claimants in such prize category. Winners are solely responsible for all federal, state and local taxes, if any, on prizes and any expenses not specifically awarded in the Official Rules. Non-compliance with these Official Rules may result in disqualification. You are not a winner unless and until (A) you have fully complied with the Official Rules and (B) all verification and award processes have been completed. Acceptance of prize constitutes permission for Sponsor and its designees to use winner's name and/or likeness for purposes of advertising and promotion in any medium, without further compensation, except as prohibited by law.

**RELEASE OF LIABILITY:** BY ENTERING THE SWEEPSTAKES, YOU HEREBY AGREE THAT IN NO EVENT WILL SPONSOR OR ANY OTHER RELEASEE BE RESPONSIBLE OR LIABLE FOR, AND YOU HEREBY RELEASE THEM FROM, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSE OR LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND COUNSEL FEES AND COURT COSTS) ARISING OR RESULTING FROM ANYTHING RELATING TO:

- THE PRODUCTION, PROMOTION, ADMINISTRATION OR EXECUTION OF THE SWEEPSTAKES (OR YOUR PARTICIPATION IN IT);
- CANCELLATION, MODIFICATION OR RESCHEDULING OF ANY ASPECT OF THE SWEEPSTAKES;
- USE OF ANY WEB SITE(S) RELATED TO THE SWEEPSTAKES OR MATERIALS ON THE WEB SITE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY.

**"RELEASEES"** MEANS SPONSOR, ALL SWEEPSTAKES PARTIES, SWEEPSTAKES PROVIDERS AND ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, DIRECTORS AND AGENTS.

**LIMITATIONS:** Neither Sponsor nor any other Releasee is responsible for:

- lost, late, damaged, incomplete, illegible, stolen, misdirected, or postage due mail, shipping or email;
- any website, computer, telephone, satellite, cable, network, Internet or other equipment, electronics, software, service, transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error in the receipt or processing of entries, game piece requests or other submissions (whether to or from) or otherwise related to the production, promotion, administration or execution of the Sweepstakes.

**TAMPERING/VIOLATIONS/DISRUPTION:** Sponsor may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Sweepstakes or acting in violation of the Official Rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

**CANCELLATION/MODIFICATION:** Sponsor may, in its sole discretion, cancel, terminate, modify or suspend the Sweepstakes if the Sweepstakes is not capable of running as Sponsor planned for any reason (including, but not limited to, due to tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Sweepstakes).

**EMAIL ACCOUNT HOLDER:** If the holder of an email account is disputed, entry will be deemed made by the natural person who is assigned to the e-mail address by the internet access provider, online service provider or other organization (e.g., business, school, etc.) that assigns e-mail addresses for the domain associated with the e-mail address.

**NO PRIZE WARRANTY: WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

**DISPUTES:** SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS. IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY CLAIM SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. FORUM AND VENUE FOR ANY ARBITRATION PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES SET FORTH 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 COSTS OF BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

**SWEEPSTAKES ADMINISTRATION:** Administrator is responsible for the collection, submission and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to Administrator at its above address with any questions, comments or problems related to the Sweepstakes.

**WINNER;S LIST:** For a list of the winner, **mail** a self-addressed stamped envelope to Winners List Address above. Mail must be received by the Winner's List Request Deadline. List will be sent once the prize has been awarded.