

## **DPSU Image Recognition Uber Promotional Program – Abbreviated Terms and Conditions with Text Component**

### **Print**

Must be U.S. resident, 18 or older. Valid on purchases from 4/16/19 to 4/30/19 (“Reward Period”). Exclusive to Circle K and its affiliate stores. Open to 50 United States and D.C., 18 years or older. Codes expire 5/15/19. Subject to full Terms and Conditions. T&Cs & Privacy Policy can be found at [www.drpepper.com/uber](http://www.drpepper.com/uber). Msg & Data Rates May Apply. Limit of 200,000 Codes. While supplies last. Limit of one (1) Reward per day, per person, per phone number, and a total of five (5) Rewards per person throughout the Reward Period. By texting DRPEPPER to 64827 and upon submitting your barcode image, you consent to receive up to 10 promotional text messages (pertaining to this program only) via an automatic telephone dialing system to the number you provided from Koupon Media, Inc. on behalf of Dr Pepper/Seven Up, Inc. For help, send HELP to 64827. Send STOP to cancel. Void where prohibited. Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024.

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## **DPSU Image Recognition Uber Promotional Program Terms and Conditions**

### **1. ELIGIBILITY**

DPSU Image Recognition Uber Promotional Program (the “**Program**”) begins Tuesday, April 16 2019, at 12:00:01 AM Eastern Time (“ET”) and ends on Tuesday, April 30, 2019, at 11:59:59 PM ET (“**Reward Period**”). Participation in the Program is only open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older.

### **2. REWARD PROGRAM**

Participants may participate in the Program by purchasing two (2) 20-oz. Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry, Diet Dr Pepper Cherry, or Dr Pepper Real Sugar product (regular, diet, or cherry) (2 liter, 1 liter, or cans will not be accepted) in store during the Reward Period (“**Qualified Purchase**”). Participants who make a Qualified Purchase during the Reward Period will receive one (1) \$5 Uber credit (“**Reward**”) (Approximate Retail Value (“ARV”): \$5).

### **3. HOW TO PARTICIPATE**

Purchase two (2) 20-oz. Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry, Diet Dr Pepper Cherry, or Dr Pepper Real Sugar product, and submit an image of the barcode of the Qualified Purchase (“**Barcode Image**”). **All submissions of Barcode Images must be received by Tuesday, April 30, 2019, at 11:59:59 PM ET to be eligible.** You must have the necessary Equipment (mobile device) and Internet access in order to participate. Barcode Image must clearly show the barcode in its entirety. You should keep your Qualified Purchase. Dr Pepper/Seven Up, Inc. (“**Sponsor**”) reserves the right to require a participant to provide original barcode for verification purposes upon request. Each eligible Barcode Image with two (2) of the 20-oz. Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry, Diet Dr Pepper Cherry, or Dr Pepper Real Sugar product received will earn one (1) valid submission into the Program. You can submit your Barcode Images by texting the keyword “**DRPEPPER**” to **64827** to receive a text message with instructions. You will first receive a text message with opt-out instructions and disclosure for receipt of up to ten (10) automated text messages to the number provided, along with instructions for Barcode Image submission. Limit of one hundred sixty (160) characters per text. You will be sent a link to the registration form to register for the Program via text. Complete the registration form by entering your true and correct information in the required fields (required fields include: ZIP Code).

#### 4. REDEMPTION

You must submit your Barcode Image via the method above to receive one (1) Reward. All Barcode Images received will be reviewed and validated within forty-eight (48) hours. Rewards will be awarded upon receipt and verification of the purchase of two (2) 20-oz. Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry, Diet Dr Pepper Cherry, or Dr Pepper Real Sugar product. You will be sent your Reward electronically via text message to the number used during registration. You will also be sent instructions for redemption of the Rewards via text. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Rewards. Sponsor is not responsible for any mobile-device-related malfunction that prevents the recipient from accessing entry or receiving their Reward via text message. **Limit of two hundred thousand (200,000) Codes. Limit of one (1) Reward per day, per person, per phone number; however, you are able to receive up to a total of five (5) Rewards throughout the Reward Period.**

The value assigned to a Reward is preassigned and may not be altered. Rewards have no cash value and become void if transferred, resold, or repurposed. All Rewards are subject to verification. A Reward will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code, or other markings not recognized by the store administrator; (iv) contains printing or other errors; (v) is illegible or unreadable; (vi) has been previously entered or used; (vii) reflects the use of more than an authorized number of coupons for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted by a Participant.

#### 5. UBER CREDIT RESTRICTIONS

Consumers who use Uber credits must have an Uber account in good standing and are subject to the full terms and conditions found here: <https://www.uber.com/legal/usa/terms>. Uber may, in Uber's sole discretion, create promotional codes that may be redeemed for Uber credit subject to any additional terms that Uber establishes on a per promotional code basis ("**Promo Codes**"). Promo Codes expire in thirty (30) days. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise); (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Uber establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### 6. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS

Message and data rates may apply to each message sent or received. By texting "**DRPEPPER**" to **64827**, you consent to receive up to ten (10) one-time automated text messages to the number you provided from Koupon Media, Inc. You understand that consent is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and giving electronic written consent to receive automated text messages from Koupon Media, Inc. and/or Sponsor. ***Carrier-specific charges for text messages may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** Not all mobile devices are supported; you may only participate in the Promotion if you are using a supported device. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for

specific instructions. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with submitting a Barcode Image using SMS messaging. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. Participation in the Promotion is subject to standard data/text messaging rates, which are solely your responsibility. You may text STOP to 64827 at any time to exit Program and to stop receiving text messages, or HELP for help. Sponsor's privacy policy is available at <http://www.drpepper.com/legal/us/privacy/>.

## 7. YOUR CONSENT

By texting, you grant permission and consent to Koupon Media, Inc. to respond via return text message and must agree to accept all applicable charges associated therewith. You are responsible for any damage/loss due to use of a Reward. Koupon Media, Inc. is not responsible for any malfunction or inconvenience that may occur. By participating in the Program, you agree (i) to release, discharge, indemnify, and hold harmless Sponsor, Koupon Media, Inc., Uber Technologies, Inc., and their respective parents, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees, and agents (collectively, "**Released Parties**") from any liability or damages that may arise out of participation in the Program or out of the acceptance, use, misuse, or possession of any product or service attained through this Program. You are responsible for any damage/loss due to use of a Reward. Sponsor is not responsible for any malfunction or inconvenience that may occur. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs, or organizations will be void.

Barcode Images obtained through unauthorized means or illegitimate channels will be void. Barcode Images that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a Barcode Image will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code, or other markings not recognized by the administrator; (iv) contains printing or other errors; (v) is illegible, unreadable, or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted. Barcode Images cannot be sold, traded, auctioned, or bartered, all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs, or organizations will be void. All requests become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. All applicable federal, state, and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic, or otherwise, including, without limitation, errors or problems that may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner, or who are otherwise not in compliance with these terms, as solely determined by Released Parties, will not be eligible. Released Parties are not responsible for injury or damage

to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

**8. PRIVACY POLICY**

Any personally identifiable information collected from you during participation in the Program will be collected by Koupon Media, Inc. on behalf of Sponsor, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Koupon Media, Inc.'s Privacy Policy as stated at <http://kouponmedia.com/privacy/>.

**9. SPONSOR**

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