

#HBCUCRUSHPROMOTION Video Promotion Contest
Official Rules

NO PURCHASE NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.

1. Eligibility: #HBCUCRUSHPROMOTION Video Promotion (the “**Promotion**”) consists of a contest (the “**Contest**”) and a sweepstakes (the “**Sweepstakes**”)

The **Contest** is open only to legal residents of the United States and the District of Columbia who are at least eighteen (18) years old at the time of entry and who are current students during the 2022-23 school year at one of the following colleges and universities: NC A&T, Winston Salem State University, Howard University, Morgan State, Coppin State, Paine College, Claflin University, Benedict College, Hampton University, Norfolk State, Virginia Union, and West Virginia State (each an “**Eligible School**”).

The **Sweepstakes** is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry.

Employees of Dr Pepper/Seven Up, Inc. (the “**Sponsor**”), Merkle Inc. (the “**Administrator**”), and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane, Frisco, TX 75034. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Promotion constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to this Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on September 4, 2022 at 12:00 a.m. Eastern Time (“**ET**”), ends on October 16, 2022 at 11:59 p.m. ET (the “**Promotion Period**”) and consists of three (3) phases (each a “**Phase**”), as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Submission	September 4, 2022	October 7, 2022
Judging	October 8, 2022	October 9, 2022
Voting	October 10, 2022	October 16, 2022

Administrator’s computer is the official time-keeping device for the Promotion.

5. How to Enter the Contest: In order to enter the Contest, you must form a team (“**Team**”). Your Team must contain at least two (2) people but must not exceed ten (10) people. Each Team member must meet the eligibility requirements in Paragraph 1 above. You must only participate in one (1) Team.

Participation Requirements: To participate, each Team member will need to have an Instagram account (“**Account**”). Creating an Account is free but is subject to the terms and conditions (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.

Entry Requirements: During the Submission Phase, take the following actions to receive an entry into the Contest:

- (1) Visit <https://www.hbcucrushcontest.com/> (the “**Website**”) and follow the links and instructions to complete and submit the registration form including your email address and your Instagram handle.
- (2) Create a up to 2-minute video of your Team stepping using only your hands, feet, and mouth without any background music (“**Video**”). **Your Video will be disqualified if it includes any background music.**
- (3) Follow the links and instructions to also upload the Video to the Website.
- (4) Post the Video on Instagram and include the hashtag #HBCUCRUSHCONTEST within the original Instagram caption and post. In addition, @mention each Team member’s Instagram handle in the original caption.
- (5) Your Instagram account settings must remain public during the Promotion Period and until the prizes are awarded (as described in Section 8); and
- (6) You must not change your Instagram handle during the Promotion Period and until the prizes are awarded (as described in Section 8).

Your post need not include any reference, positive or negative, to Sponsor’s products or services. Including a reference or image in your social post will not improve your chances of winning. Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries.

By posting on Instagram/uploading the Video, (herein your “**Submission**”), you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- The Submission must meet the format and size requirements on Instagram.
- The Submission must be in .mpg, .mp4, .mov, or .avi format when uploaded via the Website.
- The video must not exceed two (2) minutes in length.
- The Submission must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your Team’s original work.
- The Submission must not convey any claims of Sponsor’s products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement and therefore the Submission must not contain brand names or trademarks other than those owned by Sponsor.
- The Submission must not contain content created by a third party, such as music, choreography, images, or artwork.
- The Submission must not disparage Sponsor, or any other person or party.
- Submission must not promote or reference alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous.
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.

- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission per Team during the Submission Phase. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 11, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. How to enter the Sweepstakes: During the Voting Phase, visit <https://www.hbcucrushcontest.com/> and follow the links and instructions to vote on the Finalist (as defined in Section 8) you believe should win the Contest. You will receive one (1) entry into the Sweepstakes for each vote you submit. **Limit:** Each entrant may receive one (1) Sweepstakes entry per day during the Voting Phase through this method. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. If prompted to provide personal data of a friend, including email address, you must have consent of your friend to do so.

8. Winner Determination: Winners will be determined according to the process set forth below.

Contest:

a. Judging Phase: During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the ten (10) Teams with the highest-scoring Submissions (the "**Finalists**") from among all eligible Submissions based on the following criteria ("**Judging Criteria**"):

- Creativity (are the steps exciting; and does the routine seem creative or are the steps repetitive) (50%)
- Precision (Sharpness of movements; team in sync; and on beat) (30%); and
- Appearance (Transition from one formation to another and is the movement smooth and choreographed) (20%)

In the event of a tie, the entrant whose Submission received the highest score for Creativity, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist from among the tied entrants. Sponsor reserves the right to select fewer than the stated

number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores

b. Voting Phase: During the Voting Phase, the Finalists' Submissions will be posted in an online gallery for public voting at <https://www.hbcucrushcontest.com/>. Persons who meet the Sweepstakes eligibility criteria as set forth in Section 1 will be invited to vote for the Submission they believe has the most public appeal. You will also receive a coupon good for \$1 off one 12pk or two 20oz CRUSH™ (regular and zero). Coupon valid 10/1/22-10/31/22. Terms and conditions of coupons apply. Coupons will be fulfilled via email on or around October 3, 2022. Limit: Each person may vote one (1) time per day during the Voting Phase; each person may receive one (1) coupon during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the Finalist's Submission and Finalist may be disqualified as determined by Sponsor in its sole discretion. Subject to the Finalist's compliance with these Official Rules, the Finalist whose Submission receives the highest number of valid votes during the Voting Phase will be deemed the potential Grand Prize winner. The next two (2) Finalists whose Submissions receive the next highest number of valid votes during the Voting Phase will be deemed First Prize and Second Prize winners, respectively. In the event of a tie, the entrant whose Submission received the highest score for Creativity, as determined by the qualified judges in their sole discretion, will be deemed the potential winner from amongst the tied Finalists. Sponsor reserves the right, in its sole discretion, to select an alternate winner should the voting appear to have been tampered with or manipulated in any way.

Sweepstakes: Sponsor's decisions as to the administration and operation of the Sweepstakes and selection of potential Sweepstakes winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries on or around October 17, 2022 and will notify each potential winner by mail, email, or phone at that time.

9. Winner Requirements: Potential Contest winners will be notified on or around October 23, 2022. Each potential winner of each Team will be notified by email. Each potential winner of each Team (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("**Declaration**"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. All winning Team members must complete and return the Declaration in the stated timeframe in order to claim the prize. If one Team member does not complete the Declaration, the entire Team forfeits the prize. All Sweepstakes potential winners will be required to provide full contact information to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent, in order to claim the prize offered. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (if/as applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential Contest winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded.

10. Prizes:

Contest:

ONE (1) GRAND PRIZE: \$10,000.00 divided amongst the Grand Prize-winning Team. Approximate Retail

Value ("ARV"): \$10,000.00.

ONE (1) FIRST PRIZE: \$7,500.00 divided amongst the First Prize-winning Team. ARV: \$7,500.00.

ONE (1) SECOND PRIZE: \$5,000.00 divided amongst the Second Prize-winning Team. ARV: \$5,000.00.

Limit: One (1) Contest prize per Team.

Sweepstakes:

TEN (10) SWEEPSTAKES PRIZES: A pair of headphones. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. ARV: \$395.00. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Voting Phase. Limit: One (1) Sweepstake prize per person.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled 8 – 10 weeks after the end of the Promotion.

11. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Instagram, Inc., Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

12. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo including winner's Instagram profile photo, Submission, and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

13. Ownership of Submission: Each Contest winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

14. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Promotion, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Promotion, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the Entry process or the operation of the Promotion or to be acting in

violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

15. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Promotion; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Promotion-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

16. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

17. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.keurigo.com/content/privacy-policy>.

18. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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