

## **A&W® Fall Family Game Night**

### **Official Rules**

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

**1. Eligibility:** A&W® Fall Family Game Night (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least twenty-one (21) years old at the time of entry. Employees of Dr Pepper/Seven Up, Inc. ("Sponsor"), Hasbro, Inc., Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, step/siblings and step/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. Participation constitutes entrant's full and unconditional agreement to these Official Rules, Sponsor's Privacy Policy located at <https://www.keurig.com/content/privacy-policy> and Sponsor's Terms of Use located at <https://www.keurigdrpepper.com/en/term-of-use>. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize/receiving an offer is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane Frisco, TX 7503. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on September 1, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Play the Instant Win Game:** During the Promotion Period, visit [fallfamilygamenight.com](http://fallfamilygamenight.com) ("Website") and complete and submit the registration form, (if you haven't already done so), including a valid email address for email communications related to this specific Promotion sent by Sponsor's third-party service provider. Then, click/tap on the "FLIP" button in the middle of the virtual game board. By doing so, you will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed and will notify you if you are a "winner" or not of the Instant Win Game. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize/offer will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Each entrant may play the Instant Win Game one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and 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 the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won/offers received. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**5. How to Enter the Sweepstakes:** During the Promotion Period, visit [fallfamilygamenight.com](http://fallfamilygamenight.com) (again, "Website") and complete and submit the registration form, (if you haven't already done so), including a valid email address. By entering this Promotion, you will be opted in to receive transactional email communications related to this specific Promotion sent by Sponsor's third-party

service provider; transaction email communications include a registration confirmation email for registering for the Promotion, as well as if a potential winner, you will receive an email confirming your potential win with next steps on how to claim your prize. By doing so, you will receive one (1) Sweepstakes entry.

Limit: Each entrant may enter the Sweepstakes one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and 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 the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Then, by participating in the following, you will move along the virtual game board and earn Sweepstakes entries:

**a. Participate in a Poll:** After you register or log in via the Website, follow the links and instructions to answer a polling question to receive five (5) Sweepstakes entries. Limit: Up to fifteen (15) additional Sweepstakes entries, per email address/person, via this method during the Promotion Period.

**b. Facebook Referral:** After you register or log in via the Website, follow the links and instructions to share a message about the Promotion on your Facebook wall. The Facebook post will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link from your Facebook post, you will receive three (3) additional Sweepstakes entries. Limit: Up to one hundred eighty-three (183) additional Sweepstakes entries, per email address/person, via this method during the Promotion Period.

**c. "Lose" the Instant Win Game:** If you play the Instant Win Game and receive a "lose" message, meaning you are not a potential winner of an Instant Win Game prize/offer, you will receive one (1) additional Sweepstakes entry. Limit: Up to sixty-one (61) additional Sweepstakes entries, per email address/person, via this method during the Promotion Period.

**d. Pass "Go" on the Virtual Game Board:** Once you have moved the amount of spaces necessary to complete a lap on your virtual game board and land on or pass the "Go" space, you will receive two hundred (200) additional Sweepstakes entries. A user will move one space upon registration and upon each subsequent login/return to the Game during the Promotion Period.

Mail-In Alternate Method of Entry: During the Promotion Period, to enter the Sweepstakes without playing the virtual game board, print your full name, phone number, email address and statement that you are at least 21 years of age and agree to the Official Rules on a piece of paper and mail it in an envelope with proper postage to " A&W Fall Family Game Night," c/o Merkle Inc., P.O. Box 5046 , Department 863936, Kalamazoo, MI 49003-5046. You will receive two hundred (200) Sweepstakes entries for a mail-in entry. All mail-in entries must be postmarked by October 31, 2024 and received by November 7, 2024. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Up to one thousand two hundred (1,200) additional Sweepstakes entries, per

email address/person, by either passing “Go” on a virtual game board or sending in a mail-in entries regardless of method of entry, as outlined above.

**6. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners, from all eligible entries on or around November 11, 2024. Instant Win Game: Two thousand two hundred fifty (2,250) random, computer-generated winning times, one for each prize/offer listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize/offer indicated.

**7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE/OFFER, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**8. Verification of Potential Winners:** Receiving a prize/offer is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email or phone after the Promotion Period. Potential winners may be required to provide their name, mailing address (for Instant Game Winners, who will be notified during the Promotion Period via email with instructions on how to redeem their prizes) and verify their age and state of residence to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner of a prize valued at or over \$600.00 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. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes/offers valued at \$25.00 or less will not be awarded.

**9. Prizes:**

**Sweepstakes Grand Prize (one (1)):** A trip for four (4) to Hong Kong. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner’s home (determined by Sponsor in its sole discretion); five (5) nights' accommodations at a hotel determined by Sponsor in its sole discretion (double room; double occupancy or single room, quad occupancy); ground transportation to and from destination airport and hotel; and four (4) tickets to the Monopoly Life-Size Experience. There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending event, winner and winner’s guests voluntarily assume all risks related to exposure to COVID-19. Winner must travel on the dates determined by Sponsor in its sole discretion during the 2025 calendar year or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund, compensation, or substitute will be made in the

event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal or incidental charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. **Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel.** Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099 and will not entitle the winner to any substitutes, compensation, or refunds. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed, or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$15,800.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Travel restrictions, conditions and limitations may apply.

Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes/Offers:**

| Prize Quantity | Prize Description  | ARV  |
|----------------|--|--|
| 100            | Mini camera  | \$113                                      |
| 500            | Hasbro game board  | \$30                                       |
| 25             | \$25 DoorDash digital gift code  | \$25                                       |
| 25             | \$25 Blue Apon gift code   | \$25                                       |
| Offer Quantity | Offer Description  | ARV  |
| 100            | \$2 off a half gallon of Blue Bell A&W float pint ice cream coupon   | There is no ARV associated with this prize |
| 1,000          | A&W/Sunkist Digital Drink Coupon redeemable for \$3.00 off the following product types: (a) 12 oz 12 pack; (b) 10 pack minis; and (c) 12 oz 8 pack A&W/Sunkist Digital Drink | There is no ARV associated with this prize |
| 500            | Coupon redeemable for \$8.00 off the following product types: (a) 12 oz 24 pack; (b) 12 oz 36 pack; and (c) 30 pack minis  | There is no ARV associated with this prize |

Odds of winning an Instant Win Game prize/offer depend on the number of Instant Win prizes/offers available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize/offer per person.

For All Prizes/Offers: Terms and conditions of gift codes and coupons apply. The actual value of 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. Winner will not receive difference between actual value and ARV, if any. No cash equivalent and all prizes/offers 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/offer for one of equal or greater value if the designated prize/offer should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes/offers will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. TOTAL ARV OF ALL PRIZES: \$43,350.00.

**10. Release:** By receipt of any prize/offer, winner agrees to release and hold harmless Sponsor, Meta Platforms, Inc., Facebook, Inc. or Instagram, Inc., Hasbro, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize/offer (including any injury or harm related thereto).

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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 Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize/offers(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes/offers offered herein and to award the prizes/offers at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game, including but not limited to submitting fraudulent entries/plays, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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. In no event will more prizes/offers than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes/offers offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes/offers through a random drawing from among all eligible claims received. In the event there is a discrepancy or inconsistency between any other statements prize/offer contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (5) 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, use, inability to use, or misuse of any prize/offer. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.

**14. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize/offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Collin County, Texas; (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, special, exemplary, 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 Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**15. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.keurig.com/content/privacy-policy>.

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

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