

## BAI® REFORMULATION SPIN THE WHEEL PROMOTION

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- PROMOTION DESCRIPTION:** The **Bai® Reformulation Spin The Wheel Promotion** (“**Game**”) begins at 12:00:01 AM (ET) on 4/1/24 and ends at 11:59:59 PM (ET) on 5/30/24 (“**Promotion Period**”). The Game consists of “**Prizes**” (as this term is defined below) throughout the Promotion Period to be awarded to entrants via randomly selected times during the Promotion Period. By participating in the Game, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules, Sponsor’s Terms of Use located at <https://www.keurigdrpepper.com/en/term-of-use>, and the decisions of Dr Pepper/Seven Up, Inc. (“**Sponsor**”), which shall be final and binding in all respects. The Administrator of this Promotion is TPG Rewards, Inc. located at 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 (“**Administrator**”).
- ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees of Dr Pepper/Seven Up, Inc., TPG Rewards, Inc., any retailer where this Promotion is marketed, and their respective parent companies, subsidiaries, affiliates, advertising, promotion, administrator, and other agencies (collectively, the “**Promotion Entities**”) and their immediate family members and/or those living in the same household of each are not eligible to participate.
- HOW TO PARTICIPATE:**

During the Promotion Period, go to [www.baitowin.com](http://www.baitowin.com) (“**Website**”), complete the required information to register for the Game, and click on the button to go to the **Bai® Reformulation Spin The Wheel Game** (the “**Bai Reformulation Game Wheel**”). Once you have accessed the **Bai® Reformulation Game Wheel**, follow the on-screen instructions to complete your spin. **An “Entry” consists of one (1) spin during an online session at the Bai® Reformulation Game Wheel.** Once the tiles stop spinning, if the wheel comes to stop on a winning tile - you will win a Prize, as indicated on the tile – subject to verification by Administrator and/or Sponsor. Prize determination will be randomly computer-generated during the Promotion Period. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. **NOTE:** Online entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be

declared invalid and disqualified for this Game. The use of any device to automate the entry process is prohibited.

You must be registered in the **Bai® Reformulation Spin The Wheel Promotion** to enter. **Limit one (1) entry per person/email address/phone number for the Promotion per day.** All entries become the property of Sponsor and will not be returned. In the event of a dispute regarding entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, if that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times will be disqualified from participation in the Game and all entries submitted by that entrant will be void. Only fully completed entries are eligible. Sponsor is not responsible for any change of email address and/or telephone number of entrants.

If due to printing, production, computer or other errors, more prizes are claimed than intended, the intended number of prizes will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. **ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING ENTRY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE BAI® REFORMULATION GAME WHEEL SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND SAID PARTICIPANT 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 ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.**

The **Bai® Reformulation Spin The Wheel Promotion** database clock will be the official timekeeper for the Game. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Game or by any technical or human error which may occur in the processing of the entries in the Game. The Promotion Entities assume no

responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. **PRIZE WINNER NOTIFICATION:** Potential winners will be notified immediately at the conclusion of their online entry session. If an entrant is a winner of a First Prize, Second Prize or Third Prize, they will be provided with instruction to provide their mailing address in order to receive their prize. If an entrant is a winner of a Grand Prize, they will be provided with instruction to provide their mailing address and will receive additional information from the Administrator regarding their execution of Winner's Documents, as defined below. If, despite reasonable efforts, any potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and the prize may go unawarded. Grand Prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release and W-9 (collectively, "**Winner's Documents**") within five (5) days after first notification attempt. If prize notification or prize is returned as non-deliverable, prize may be forfeited and go unawarded. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and prize may go unawarded. Promotion Entities shall have no liability for any potential winner notification that is not received by any potential winner for any reason, including but not limited to computer malfunctions.
  
5. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** Twenty-five (25) Grand Prizes are available. Each Grand Prize consists of one (1) Surf Board Paddle Board (ARV \$1,343 each prize). Twenty-five (25) First Prizes are available. Each First Prize consists of one (1) Electric Scooter (ARV \$572 each prize). Four (4) Second Prizes are available. Each Second Prize consists of one (1) Cooler (ARV \$522 each prize). Six (6) Third Prizes are available. Each Third Prize consists of one (1) set of Wireless Headphones (ARV \$302 each prize). Collectively, the "**Prizes**". Total ARV of all Prizes \$51,775. Odds of winning a Prize are based on the total number of eligible entries received, the time in which they are received and the number of available Prizes at the time of entry. Unclaimed Prizes will not be awarded. Limit one (1) Prize per person/email address/phone number during the Promotion Period. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Grand Prize winners will receive an IRS 1099 form for the ARV of the prize for the calendar year which it was awarded.
  
6. **GENERAL:** If prize notification or prize is returned as non-deliverable, prize may be forfeited. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value if an offered prize is unavailable. Subject to all federal, state, and local laws/regulations.

Neither Promotion Entities nor their employees will have any liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any Prize or participation in the Game or any prize-related activities. Acceptance of a Prize shall be construed as and signify the winner's agreement and consent that Sponsor may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval, or payment, where allowed by law. By participating in this Game, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor not responsible for any typographical or other error in the printing of the offer or in administration of the Game.

- 7. LIMITATIONS AND RELEASES:** Sponsor assumes no responsibility for any damage to a participant's or any other person's computer system, which is occasioned by accessing the **Bai® Reformulation Spin The Wheel Promotion** application or otherwise participating in the Game, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Game or the **Bai® Reformulation Spin The Wheel Promotion**, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Game if it determines, in its sole discretion, that the Game is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Game as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Game as contemplated herein by any event beyond its control, then Sponsor shall have the right to modify, suspend, or terminate the

Game. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Game is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL RELEASED PARTIES BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZES TO BE AWARDED TO AN INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

8. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at available at <https://www.keurig.com/content/privacy-policy>.
9. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE GAME SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GAME OR ANY PRIZES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
10. **WINNERS' LIST:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **Bai® Reformulation Spin The Wheel Promotion**, Attn: Winners List, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Promotion Period

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

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