

## Dr Pepper® Flavor Season Official Rules

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

**1. Eligibility:** The Dr Pepper® Flavor Season (the “Promotion”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. The Promotion consists of a sweepstakes (the “Sweepstakes”) and an instant win game (the “Instant Win Game”) that both offer a chance to win prizes. In addition, entrants may optionally participate in the entertainment only Seasonal Game (the “Entertainment Only Game”). Seasons/Themes for the Entertainment Only Game and Phases for the Instant Win Game are outlined in Section 3 below.

Employees of Dr Pepper/Seven Up, Inc. (“Sponsor”), Merkle Inc. (“Administrator”), and 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. **In addition, each entrant (and if chosen as a winner), cannot work for a company that manufactures, sells or distributes beverages including the Sponsor’s beverages and any other beverages.** 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.keurigdrpepper.com/content/privacy-policy> and Sponsor’s Terms of Use located at <https://keurigdrpepper.com/terms-of-use/>. Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winner’s eligibility and compliance with these Official Rules. **Due to the nature of the prize offered, if a background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.**

**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. Timing:** The Promotion begins on February 1, 2026 at 12:00 a.m. Eastern Time (“ET”) and ends on April 12, 2026 at 11:59 p.m. ET (the “Promotion Period”).

The Instant Win Game will include the following phases (each a “Phase”) and the Entertainment Only Game will include the following Seasons/Themes, as set forth below.

<b>Instant Win Game Phase and Entertainment Only Game Seasons/Themes</b>	<b>Number of Instant Win Game Prizes Awarded</b>	<b>Instant Win Game Prize Description</b>	<b>Instant Win Game Prize ARV</b>
February 1 - February 21, 2026: Valentine’s Day	50	(1) Dr Pepper Plushie Pillow	\$50
February 22 - March 17, 2026: St. Patrick’s Day	75	(2) Dr Pepper Pint Glasses	\$35
March 18 - April 6, 2026: Basketball	25	(1) Dr Pepper Flavor Jersey	\$100
April 7 - April 12, 2026: Spring	200	(5) Dr Pepper Sticker Sheets	\$25

Administrator's servers are the official time-keeping devices for the Promotion.

**4. How to Enter:** During the Promotion Period, visit [drpepperflavorseason.com](http://drpepperflavorseason.com) ("Promotion Site") directly and accurately complete and submit the registration form, including your full name (initials only are not sufficient), email address, home address (no P.O. Boxes permitted), city, state, and ZIP Code (on your first visit only). Then again, on your first visit only, you will be asked to select the store you shop at most or select "other" via a provided listed dropdown (each a "Store Prize Pool"). There is a total of three (3) Store Prize Pool options; each of which represent a "Sweepstakes Grand Prize" option herein, one (1) Sweepstakes Grand Prize per option. Note that only one (1) option can be associated with your registration. For every subsequent visit, log in by entering the email address used to register for the Sweepstakes. You will automatically receive one (1) Sweepstakes entry for the applicable "Sweepstakes Grand Prize" prize pool drawing which you selected at registration.

Next, you will have the option to: **(i)** Play the Entertainment Only Game\*\* or **(ii)** Clicking on the "Skip Game" link to *not* play the Entertainment Only Game. *If you do not wish to participate or allow game-related cookies, click the "Skip Game" link. This will exit the game and prevent cookies activity as outlined in the "Optional Entertainment Only Game Information" Section.* If you choose to play the Entertainment Only Game, it is for entertainment purposes only. Your performance in the Entertainment Only Game will not impact your chances of winning a prize. Again, if you choose to play the Entertainment Only Game and after you complete the Entertainment Only Game, you will proceed to the Instant Win Game. If you choose to "Skip" the Entertainment Only Game, you will proceed to the Instant Win Game. The results of the Instant Win Game (whether you are randomly selected to win an Instant Win Game prize) will be instantly displayed while playing the Entertainment Only Game or when you click on/tap the skip link. Only potential winners who timely complete prize claim requirements and/or are verified as eligible, subject to household prize limits, will be awarded a prize. Administrator is responsible for the functionality of the Instant Win Game.

**\*\*Optional Entertainment Only Game information:** The Interactive game is presented by Administrator's Game Engine partner for your entertainment. When you initiate a game, you are agreeing to the Game Engine partner's [User Terms](#). The Game Engine partner will automatically place a necessary cookie in the form of a token on your web browser *solely* for the purpose of collecting relevant information about your game play, as set forth in the [Cookie Policy](#). *If you prefer not to allow the Game Engine partner cookie or if you don't accept the User Terms, you must skip this game.* The information collected by the Game Engine partner concerning your game play will be managed according to the Game Engine's [Privacy Policy](#), which is separate from the Sponsor's policy that governs this promotion.

**Limit:** Each entrant may receive one (1) Sweepstakes entry into the applicable Sweepstakes Grand Prize" prize pool drawing and 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. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent 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 each potential Sweepstakes Grand Prize winner, from all eligible entries for the applicable Store Prize Pool on or around April 13, 2026. Instant Win Game: There will be three hundred fifty (350) random, computer-generated winning times, one for each prize listed above in Section 3, 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 indicated, subject to verification of potential winner's eligibility and the household prize limitations. Only the first eligible entrant from a household to receive an on-screen notification of winning an Instant Win prize will be eligible to win the applicable prize.

**6. 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, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE 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.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. Each potential Sweepstakes Grand Prize winner will be notified by email. The potential Sweepstakes Grand Prize winners (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") including consent to agree to a confidential background check, which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Potential Instant Win Game winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth 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. If a potential winner of any prize cannot be contacted or fails to provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. If the background check reveals that a potential Sweepstakes Grand Prize winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If a potential Sweepstakes prize winner or Instant Win Game prize valued over \$25 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 prize will remain unawarded. Unclaimed Instant Win Game prize valued at \$25 or less will remain unawarded. Instant Win Game prizes will be fulfilled no later than approximately 8-10 weeks after the conclusion of the Promotion.

## **8. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

**Sweepstakes Prizes:** THREE (3) GRAND PRIZES (one (1) awarded per Store Prize Pool):

A trip for winner and one (1) guest to Frisco, Texas to visit the Dr Pepper Headquarters ("Tour") and participate in a Dr Pepper flavor selection panel. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion); two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; participation in a flavor selection panel (**Each winner cannot work for a company that manufactures, sells or distributes for a beverage company. There is no guarantee that Sponsor will produce the proposed new flavor. Sponsor will determine the new flavor in its sole discretion**); a tour of the Dallas Cowboys World Headquarters and \$500 spending money.

Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. 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 or compensation 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, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion who are over the age of 18 are solely responsible for having a REAL ID compliant driver's license/ state ID or U.S. passport for domestic air travel. Travel restrictions, conditions and limitations may apply. By traveling and attending any event, winner and winner's guest voluntarily assume all risks related to exposure to COVID-19/communicable illness. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. 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. ARV: \$4,800. 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.

Odds of winning a Sweepstakes Grand Prize depend on the number of eligible entries received for the applicable Sweepstakes Store Prize Pool during the Promotion Period.

Prize Pools may be different sizes impacting the odds of winning a Grand Prize.

**Instant Win Game Prizes:** See Section 3 above for all Instant Win Game Prize details.

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

For All Prizes:

TOTAL ARV OF ALL PRIZES: \$27,025.

For All Prizes: 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 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. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Sweepstakes Prize winners will receive an IRS Form 1099 MISC reporting the actual value of the prize received. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. 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. Household prize limitations will be based on home address provided at registration; requests to change address after being selected as a winner may not be permitted.

Instant Win Game prizes will be fulfilled approximately 8-10 weeks after conclusion of the Promotion. Limit of one (1) prize per household.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, 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 (including any injury or harm related thereto).

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes 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(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes 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 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 offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements 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. 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.

**13. 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 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.

**14. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**15. Entrant's Personal Information:** Information collected from entrants is subject to the [Sponsor's Privacy Policy](#), with the exception of the information collected while playing the optional Entertainment Only Game as described in section 4.

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

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