

**OFFICIAL RULES
2019 DR PEPPER/BIG LOTS ACM AWARDS SWEEPSTAKES**

VALID EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

Promotion: 2019 Dr Pepper/Big Lots ACM Awards Sweepstakes (the “**Promotion**”)
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024

Account: Big Lots Stores, Inc.
Administrator: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625

Eligible States: 48 Contiguous United States and District of Columbia
Minimum Age: Must be at least 21 or older at time of participation

DATES:

Start Date: December 28, 2018
End Date: February 9, 2019
Entry Receipt Deadline: Loyalty Card Entries and Online Entries must be received between December 28, 2018 and February 9, 2019. Mail-In Entries must be postmarked between December 28, 2018 and February 9, 2019 and received by February 16, 2019.

Grand Prize Entry Period: Start Date through Entry Receipt Deadline
Grand Prize Drawing Date: February 19, 2019
Weekly Entry Periods and Drawing Dates:

Weekly Entry Period #	WEEKLY ENTRY PERIODS All eligible entries must be received between:		Mail-In Received By Date	Drawing Date: On or about:
	Weekly Entry Period Start: 12:00:00 AM ET on:	Weekly Entry Period End: 11:59:59 PM ET on:		
1	12/28/18	1/5/19	1/12/19	1/15/19
2	1/6/19	1/12/19	1/19/19	1/22/19
3	1/13/19	1/19/19	1/26/19	1/29/19
4	1/20/19	1/26/19	2/2/19	2/5/19
5	1/27/19	2/2/19	2/9/19	2/12/19
6	2/3/19	2/9/19	2/16/19	2/19/19

Winners List Request Deadline: March 19, 2019

ADDRESSES:

Free Entry Address: 2019 Dr Pepper/Big Lots ACM Awards Sweepstakes, Free Entry, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437

Winners List Address: 2019 Dr Pepper/Big Lots ACM Awards Sweepstakes, Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466

PRIZES:

1 Grand Prize: Trip to the 54th Academy of Country Music Awards Show (“ACM Awards”) in Las Vegas, Nevada from April 5 – April 8, 2019 ARV \$5,000

12 Weekly Prizes:

Entry Period	Prize/ARV
Weekly Entry Period 1	Two (2) winners will each receive one (1) Backpack. The ARV of each Backpack is \$69.12.
Weekly Entry Period 2	Two (2) winners will each receive one (1) Backpack. The ARV of each Backpack is \$69.12.
Weekly Entry Period 3	Two (2) winners will each receive one (1) Backpack. The ARV of each Backpack is \$69.12.
Weekly Entry Period 4	Two (2) winners will each receive one (1) Backpack. The ARV of each Backpack is \$69.12.
Weekly Entry Period 5	Two (2) winners will each receive one (1) Backpack. The ARV of each Backpack is \$69.12.
Weekly Entry Period 6	<ul style="list-style-type: none">• One (1) winner will receive one (1) Dr Pepper Mountain Bike. The ARV of the Dr Pepper Mountain Bike is \$150.• One (1) winner will receive one (1) Kettle Grill. The ARV of the Kettle Grill is \$143.

FURTHER PRIZE DESCRIPTIONS/TERMS:

GRAND PRIZE: Prize includes round trip coach flight for winner and one guest from the major U.S. airport nearest the winner's home to Las Vegas, NV, three (3) nights' single-room, double-occupancy hotel accommodations at Venetian/Palazzo Hotel or other hotel of Sponsor's choice, two (2) private Dr Pepper concert and dinner passes for Saturday, April 6, 2019, two (2) ACM Awards Telecast Tickets for Sunday, April 7, 2019, and ground transportation to and from ACM Awards. Winner and guest must travel together on dates designated by Sponsor. Winner's guest must be 21 years or older. Exact travel dates to be determined by Sponsor subject to availability and other restrictions. Sponsor not responsible for flight cancellation/delay. Winner and guest are responsible for any passport and other travel requirements. Winner and, if applicable, winner's guest(s) will be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited. Travel must be booked at least fourteen (14) days prior to the event. Any expense or item not specifically listed is the responsibility of winner.

The total ARV of all prizes to be awarded: \$5,984.20.

HOW TO ENTER: During the Promotion Period, to enter:

- **LOYALTY CARD:** Provide your BIG Rewards® Card or the phone number or email address associated with your BIG Rewards® account at participating Account locations when purchasing any 20oz, 2 Liter, 6-Pack or 12-Pack Dr Pepper item to receive one (1) entry for each Dr Pepper item purchased (the "Loyalty Card Entry"). You may complete a card application for free at customer service of participating stores or sign up online at www.biglots.com. You must have a current, valid email address associated with your BIG Rewards membership.
- **ONLINE:** Go to www.biglots.com/drpeppersweeps, and complete the online entry form to receive one (1) entry (the "Online Entry").
- **FREE MAIL IN:** On a 3" x 5" card, print your name and residential address, email address, and phone number. Mail in an envelope with proper postage to the Free Entry Address to receive one (1) entry (the "Free Mail In Entry"). Must be legible and complete. No copies. One name on each entry and one entry per envelope.

ENTRY LIMITS:

- Loyalty Card Entries must be received between Account store opening on December 28, 2018 and Account store closing on February 9, 2019. One Loyalty Card Entry per qualifying Dr Pepper item purchased. There is no limit to the number of Loyalty Card Entries a person may receive.
- Online Entries must be received by February 9, 2019. There is a limit of one Online Entry per person.
- Mail-In Entries must be postmarked between December 28, 2018 and February 9, 2019 and received by February 16, 2019. There is no limit to the number of Mail-In Entries a person may receive.
- You may not use more than one name or email address. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system.
- All methods of entry have an equal chance of winning.

DRAWINGS: Winners will be selected by random drawing. Odds of winning a Weekly Prize depend on the number of eligible entries received per Weekly Entry Period. Odds of winning the Grand Prize depend on the number of entries received during the Grand Prize Entry Period.

PRIZE LIMITS: Limit one Weekly Prize per person/household. Limit one Grand Prize (valued \$600 or more) per person/household per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates.

NOTIFICATION: Winners will be notified by the Administrator via email and/or phone. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with winner or you do not claim the prize within period specified, the prize may be forfeited. Weekly Prize winners will be required to provide their full name, shipping address, phone number and date of birth within 48 hours of initial notification by Sponsor or Administrator or prize will be forfeited.

AFFIDAVIT/RELEASE: Grand Prize winner and winner's guest will be required to sign an affidavit of eligibility, release of publicity/liability within five (5) days of notification or prize will be forfeited. Grand Prize winner will also be required to provide an IRS W9 Form within five (5) days of notification or prize will be forfeited.

THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

ELIGIBILITY: To enter you must be a U.S. legal resident of an Eligible State and at least the Minimum Age. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party, or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

"Immediate family" means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

"Promotion Part(ies)" means Sponsor, its bottlers or distributors, Account, Administrator, Dick Clark Productions, ACM Awards, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

GENERAL: By participating, you agree to abide by the Rules and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID) (no P.O. boxes). Entries become Sponsor's property and will not be returned. Winners may not substitute, transfer or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value or select an alternate winner for forfeited prizes. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and will be required to provide a W9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in the Rules.

USE OF NAME/LIKENESS: By accepting a prize, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

ACCOUNT HOLDER: If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email or other account number.

LIMITATIONS: Neither Sponsor nor any other Promotion Party is responsible for any:

- lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail;
- email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error related to the promotion, execution or administration of the Promotion.

VIOLATIONS: Sponsor may, in its sole determination, disqualify anyone it believes has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing or threatening manner.

CAUTION: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

CHANGES: Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

LIABILITY RELEASE: BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

INDEMNITY: By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes.

NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

USE OF DATA: All information submitted by you will be treated according to Sponsor's Privacy Policy and the Account's Privacy Policy. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's and Account's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at http://www.drpepper.com/_/legal/us/privacy/ and Account's Privacy Policy at <http://www.biglots.com/page/privacy-policy>.

ADMINISTRATION: Administrator is responsible for the processing of entries and administration of the Promotion. Contact Administrator at its above address with any questions, comments or problems.

For a WINNERS LIST: Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.