

## Dr Pepper Fanatics DRVS Program at Hy-Vee Offer Official Terms & Conditions

\$5 Fanatics reward with receipt submission of purchase of \$10 in participating Dr Pepper Products at Hy-Vee

By submitting your receipt you agree to receive responses about this offer. Limit two (2) offer redemptions per email/phone number/person and one (1) offer redemption per receipt. Subject to full offer terms & conditions available on [www.Hy-VeeCollegeFootballGear.com](http://www.Hy-VeeCollegeFootballGear.com). Powered by TPG Rewards, Inc. ©2016 Dr Pepper Snapple Group. All Rights Reserved.

**Sponsor:** Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024

**Account:** Hy-Vee, Inc.

**How to Participate:** Purchase \$10 or more in participating Dr Pepper products identified below (“**participating products**”) in a single transaction between 10/01/16 and 11/30/16 at a Hy-Vee store selling participating products in the 50 United States or District of Columbia (hereafter, “**Eligible Purchase**”) and you will be eligible to receive a \$5 Fanatics reward (subject to compliance with these Official Terms & Conditions). To submit proof of an Eligible Purchase and claim a \$5 Fanatics.com Discount Code, take the following actions to redeem via upload on the Website:

Submission:

1. Place a checkmark on your receipt next to the retailer’s name/logo, eligible products(s) purchased, date and time of purchase and receipt total.
2. Scan or take a picture of the original, dated receipt from your Eligible Purchase. Picture cannot exceed 3MB in size and must be a JPEG file if scanned.
3. Visit [www.Hy-VeeCollegeFootballGear.com](http://www.Hy-VeeCollegeFootballGear.com) (the “**Website**”) between 12:00:00am (midnight) Pacific Standard Time (“**PST**”) on 10/01/16 and 11:59:59pm PST on 11/30/16 (hereafter, “**Redemption Period**”) and upload your receipt (hereafter, your “**Receipt Submission**”) in accordance with the on-screen instructions, or send Receipt Submission as text message or an email attachment containing to [gearpromo@uploadreceipt.com](mailto:gearpromo@uploadreceipt.com) during the Redemption Period. After Receipt Submission you may receive up to two (2) text/email messages in response to your submission, including a message confirming your Receipt Submission, followed by a reply on the status. The reply on the status will either contain a code to receive your Fanatics Promo Code or an error message why the Receipt Submission could not be processed. Once you have a code, visit [www.Fanatics.com](http://www.Fanatics.com). When you have added item(s) to your cart and are ready to complete your purchase, copy and paste the Promo Code into the Coupon Code section of the checkout screen. In return, you will receive a \$5 credit on your Fanatics.com purchase.

You may opt-out of receiving the promotional messages from Sponsors at any time by sending a reply text/email message with the word "STOP". The text/email messaging method of entry is designed to work with most of the U.S. major wireless carriers in the United States, but Sponsors make no guarantee that any particular wireless service provider will participate, and the mobile phone that is used must be capable of sending and receiving text/email messages. Check with your carrier for details. Participants should check their phone's features to see if they have that capability. Wireless service providers may charge Participants for each text/email message, including any error message that is sent and received in connection with the Offer, based on the applicable wireless service pricing plan. **Message and data rates may apply.** Participants should consult their wireless service provider's pricing plan for details.

All Receipt Submissions must be received by 11:59:59 pm PST on 12/05/16. Be sure to keep a copy of your Receipt Submission for your records. Proof of sending a Receipt Submission will not be deemed as proof of receipt. If your Receipt Submission does not comply with the requirements herein, you will receive an error email message.

FANATICS OFFER MUST BE REDEEMED BY 12:59:59PM ET on 02/15/17. Not valid for gift codes/cards/certificates, taxes, or other services. Cannot be combined with any other offer or promotional offer. If full amount is not spent in one transaction, balance will be forfeited. Except where required by law, cannot be redeemed for cash or cash equivalent, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. Not valid on previous purchases or returns. No cash back. Certain brands or merchandise may be excluded. All purchases are subject to the Fanatics.com Terms and Conditions, which may change at any time. Fanatics.com also reserves the right to change the terms and conditions applicable to discount codes at any time. Void where prohibited.

Limit of two (2) Receipt Submission per email/phone number/person.

**Participating Dr Pepper Brand Products** are listed at [www.Hy-VeeCollegeFootballGear.com/products](http://www.Hy-VeeCollegeFootballGear.com/products)

**Eligibility:** Offer open to U.S. legal residents residing in Iowa, Illinois, Minnesota, South Dakota, Nebraska, Kansas, Missouri and Wisconsin individuals eighteen (18) years of age or older as of date of participation. Void where prohibited. Subject to all applicable or satellite federal, state and local laws and regulations. Employees of **Sponsor**, and its bottlers or distributors, Hy-Vee, Inc. ("Account"), Administrator, and 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, and all of their employees, officers, directors and agents ("Promotion Parties" and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to

enter. No substitutions or cash redemptions will be made, except that Sponsor reserves the right, in its sole discretion, to substitute an item of equal or greater value if the Reward should become unavailable for any reason. Sponsor's decisions are final and binding in all matters relating to this Dr Pepper Offer (the "**Offer**"), including but not limited to a Participant's (defined below) eligibility or the validity of any Reward request or proof of purchase submitted in connection therewith.

**General:** Use of Reward is subject to all terms, conditions and policies of TPG Rewards, Inc. By participating in this Offer, you represent that you have read these Official Terms & Conditions, and that you agree to abide by and be bound by them. Limited time offer; supplies limited.

**Liability Disclaimer:** By participating in this Offer, each participant ("**Participant**") (or his/her parent or legal guardian if a Participant is legally deemed a minor in his/her state of residence) ("**Minor**") agrees to release, indemnify and hold harmless Sponsor, its bottlers and distributors, Account, Administrator, and their respective subsidiaries, affiliated companies, suppliers, distributors, retailers, advertising and promotion agencies, and their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**"), from and against any and all claims, damage and liability of any kind arising from or in connection with participation in this Offer and the acceptance, possession or use/misuse of the Reward, and assumes all liability in connection therewith. The Released Parties are not responsible for any typographical, production, human or other errors in any printing or advertising related to the Offer, or in the administration of this Offer. Furthermore, the Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Offer, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of any website associated with the Offer.

The Released Parties are not responsible for errors, failures or delays of any kind that may occur in the transmission, receipt or processing of Receipt Submission or Reward requests. The Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Offer or downloading materials from or use of any website associated with this Offer. Sponsor is further not responsible for, and is not making any, warranties, representations or guarantees, expressed or implied, in fact or in law, relative to the Reward, including but not limited to its quality, condition or fitness for a particular purpose.

**Disputes:** Except where prohibited, each Participant (or parent or legal guardian if participant is a Minor) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Offer or any Reward shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York; (2) any and all claims, judgments and awards shall be limited to

actual out-of-pocket costs incurred, including costs associated with participating in this Offer, but in no event attorneys' fees; and (3) to the extent allowed by law, no Participant will be permitted to obtain awards for, and Participant (or parent or legal guardian if participant is a Minor) 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 Terms & Conditions, or the rights and obligations of the Participants and Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of laws of any jurisdiction other than New York.

**Privacy Notice:** Any personal information provided is subject to the Privacy Notice stated on [http://www.drpepper.com/\\_/legal/us/privacy/](http://www.drpepper.com/_/legal/us/privacy/) and the Website.

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