Date: February 27, 2023

Client: Dr Pepper Seven Up, Inc.

Program: 2023 DR PEPPER 23/XI SPEED INSTITUTE TUITION CONTEST

Subject: Official Rules & Disclosure Copy/Guidelines

**Long Disclosure for TV, Radio, Printed Materials, Emails:**

NO PURCHASE NECESSARY. Contest is void outside of the US & where prohibited. Open to legal U.S. residents, 18-24, who are select college students as of date of entry. Begins 12:00 AM CT on 3/15/23; ends 11:59:59 PM CT on 4/30/23. For Official Rules, and eligibility, visit https://www.23xispeedinstitute.com/drpepper. Sponsor: Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane, Frisco, TX 75034.

**For Press Releases:**

Use full disclaimer above.

**Short Disclosure for Social Media Posts/Influencer Posts/Web banners:**

NO PURCHASE NECESSARY. Contest is open to US residents, aged 18-24. Ends 4/30/23. Rules/elig.: https://www.23xispeedinstitute.com/drpepper.

**For Instagram/TikTok:**

NO PURCHASE NECESSARY. Contest is open to US residents, aged 18-24. Ends 4/30/23. See Rules link in bio.

**Instagram Bio/Stories (should be a link sticker):**

NO PURCHASE NECESSARY. Contest is open to US residents, aged 18-24. Ends 4/30/23. Rules/elig: https://www.23xispeedinstitute.com/drpepper.

**Bare Minimum social disclosures (only to be used with approval of KDP Legal):**

NO PUR NEC. Contest is open to US residents, aged 18-24. Ends 4/30/23. Rules/elig: https://www.23xispeedinstitute.com/drpepper.

**Disclosure Guidelines, subject to creative execution:**

* **Internet & Web Banners**
	+ If disclosures are present, they must be a minimum of 6 point font size
	+ Official Rules must be no more than two-clicks away

* **Social Media Posts**
	+ Disclosures can be in the image accompanying the post but the caption copy must include **“**[Rules link](http://www.kfc.com/newsroom/dreamdaterules)” or “Rules in Bio” if on Instagram or TikTok and the link to the site is in the Bio
	+ If disclosure is embedded in the image it must be a minimum of 6 point font size
	+ For Instagram Stories, the rules should be presented as a link sticker and that should go to the rules page/website
* **Any POS, Press Release or printed ad**
	+ All disclosures must appear somewhere on the printed piece (i.e., Bottom of the page)
	+ Disclosures must be a minimum of 6-point font size or the equivalent in percentage on larger pieces (such as bill boards)
	+ Also, for printed materials, the start date of the promotion is a necessity per KDP Legal

* **TV:** Full disclosures need to be on screen; they can also be read but that is not required
	+ Note: To adhere to network guidelines, the disclosures must be set at 22 scan line and legibly appear on screen for a minimum of 3 seconds for the first line of type and 1 second for each additional line

* **Radio:** Long disclosures need to be read

* **Emails:** Long disclosures at the bottom of the email

2023 DR PEPPER 23/XI SPEED INSTITUTE TUITION CONTEST

 **Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. **ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR/ADMINISTRATOR, WHICH SHALL BE FINAL IN ALL RESPECTS** Void outside the United States and where prohibited by law. Subject to all federal, state and locallaws.

1. **Contest Entry Period: THE 2023 DR PEPPER 23/XI SPEED INSTITUTE TUITION CONTEST**

(the "**Contest**") begins at 12:00 a.m. Central Time (“CT”) on March 15, 2023 and ends at 11:59:59 p.m. CT on April 30, 2023 (the "**Contest Period**").

1. **Eligibility:** Open only to legal U.S. residents, who are 18 to 24 years of age, currently enrolled in an accredited college or university within the United States and pursuing a career in marketing communications, human resources, finance, engineering or trade disciplines in the automotive industry as of date of entry (“**Entrant**”). Persons who at any time during the Contest Period are employees, officers or directors of Dr Pepper/Seven Up, Inc. (collectively, the “**Sponsor**”), its bottlers or distributors, Scholarship America, Inc., 2311 Racing, LLC, Don Jagoda Associates, Inc. (“**Administrator**”), their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, auditing or legal firms and other parties engaged in the Contest, administration or execution of the Contest, and all of their employees, officers, directors and agents (all such individuals and entities collectively referred to herein as the “**Sponsor, Administrator and Related Parties**”) and their immediate family members (defined as parents, siblings, spouses and children; whether biological, adopted, step or in-law) and/or those living in the same household (whether related or not) of each are not eligible to enter or win.

Entry constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Contest. Winning an Award is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of each Award Recipient.

1. **How to Enter:** There is NO PURCHASE NECESSARY TO ENTER.

During the Contest Period, visit https://www.23xispeedinstitute.com/drpepper (“**Website**”) and follow the instructions to apply for the Dr Pepper 23XI Speed Institute Tuition Program by completing the registration form, along with an essay up to 300 characters that describes your goal of how you want to change the world and a video up to 1 minute, showing your personality and focusing on how being an Award Recipient will impact your life, including how it will affect your academic and professional goals (the “**Video**”) and submit your entry (“**Entry**”) into the Contest. All Entries must include your given name, email address and phone number. Entrant must also verify that they meet the eligibility requirements as referenced in Section 2 above. Limit: One (1) Entry per person/email address during the Contest Period. Once an Entry is submitted, no portion of that Entry shall be altered or modified by Entrant for judging. No information regarding Entries, other than as otherwise set forth in these Official Rules, will be disclosed. Entries must be received by 11:59:59 p.m. CT on April 30, 2023to be included in the Contest. You may also nominate someone else who meets the eligibility as defined in Section 2 for them to receive a link to enter. To nominate someone else, you can provide that nominated person’s given name, email address and optional personal message. The nominated person will then receive an invitation to enter and must complete the Entry of their own volition. Entries submitted after the Contest Period will not be accepted. The Sponsor’s computer is the Contest’s official clock. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such Entries and that Entrant may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet access and usage charges imposed by your online service may apply. If entering via mobile device, normal phone/data and data/usage charges imposed by your phone service may apply. Incomplete, corrupted, or untimely Entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected Entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential Award Recipient may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Entries must be unique. Video portion of Entries must be in a format that can be uploaded to the Website. All Entries must comply with the “Entry Requirements” set forth below.

Entry Requirements:

* 1. Entry video must be in English and up to one (1) minute in one of the following formats: avi, .mov, .mpg, .mp4, mpeg, or .wmv with a file size no larger than 50MB.
	2. Video and Essay must be in English and essay must be no more than 500 characters.
	3. Entry may feature only Entrant or Entrant must have previous approval and waivers for anyone else featured in the Video and if any minors are featured in Video, they must be the child/charge of Entrant.
	4. All components of Entry must be Entrant’s original idea (modification of an original work is not an original idea). Entries must not copy or otherwise plagiarize from any source.
	5. The Entry must not have been submitted previously in a promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.
	6. The Entry must not contain content that is known by you to be false, inaccurate or misleading.
	7. Any Entry deemed inappropriate or unsuitable, in Sponsor’s sole discretion, will be disqualified. Entries must not contain material that is inappropriate, indecent (including, but not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory, slanderous, libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.).
	8. The Entry must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain or depict material that is threatening to any person, place, business, group, or world peace.
	9. The Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Contest.
	10. Entries must not include music protected by a copyright (but including music that you own or have the rights to use is permitted).
	11. Any clothing shown in the video should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party content or materials (but showing publicly displayed or publicly accessible Sponsor content, material, and products as described above is permitted).
	12. The Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private) without previous approval and waivers, include any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
	13. Videos may not be owned, taken or edited by a professional videographer.
	14. The Entry must not contain viruses, Trojan horses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information.
	15. Entrants and all submitted Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or Entry will be disqualified from the Contest. The Entry must not disparage persons or organizations associated with Sponsor or any other third party.
	16. Entries must not reference any of Sponsor’s competitors.
1. **Determination of Potential Tuition/Educational Award Recipients:** On or about May 12, 2023, all eligible Entries will be judged by a panel of Sponsor representatives, based on the following criteria (“**Judging Criteria**”):
* **Most Impactful based on Education/Degree (40%)**
* **Impact of Award on Entrant’s life (35%)**
* **Overall Presentation (25%)**

The twenty-three (23) Entries that receive the highest scores from the judges will be deemed the potential Tuition/Educational Award Recipients, subject to verification. **In the event of a tie, tied Entries will be re-judged based 100-percent (100%) on Most Impactful based on Education/Degree.**

Decisions of the Sponsor and judges are final with respect to all matters relating to the Contest. By participating, Entrants agree to the decisions of the judges, which shall be final and binding in all respects. Under no circumstance will information regarding judging be shared with Entrants.

1. **Potential Award Notification:** Potential Tuition/Educational Award Recipients (“**Award Recipients**”) will be sent via email link, a Declaration of Eligibility, Liability & Publicity Release (except where prohibited by law) and Assignment of Rights (“**Declaration Package**”) and will be required to complete, sign and return Declaration Package via email link within three (3) days of being notified in order to be confirmed an Award Recipient. If any potential Award Recipient fails to return the Declaration Package within the required three-day period, or the Declaration Package is returned undeliverable, or if a potential Award Recipient is disqualified for any reason, Sponsor will deem the next highest ranked Entry (“**Alternate**”) as outlined in Section 4, with the applicable Tuition/Educational Award, time permitting. All Awards will be fulfilled provided a sufficient number of eligible Entries are received throughout the Contest Period. Award Recipients may be subject to a background check at the sole discretion of Sponsor. Based on the results of the background check, a potential Award Recipient may be disqualified: (a) if charged with or convicted of a felony or misdemeanor; (b) if Sponsor determines, in its sole discretion, that Award Recipient may reflect unfavorably on the Contest or Sponsor; and/or (c) if an Award Recipient is not eligible to receive the award based on the eligibility requirements set forth in these Official Rules. In such event, an Alternate will be determined, time permitting. Potential Award Recipients are subject to verification by Sponsor and/or Administrator, whose decisions are final and BINDING IN ALL MATTERS RELATED TO THE CONTEST.

1. **TUITION/EDUCATIONAL AWARDS and Approximate Retail Value (“ARV”): Twenty-three (23) Tuition/Educational Awards:** A $5,000 tuition/educational grant (“**Award**”) payable as follows:

	1. as tuition to cover college or postsecondary vocational institution tuition, fees, books, supplies, equipment, related educational expenses, and on-campus room and board to be awarded in the form of a check distributed to the school (eligible under Title IV of the Higher Education Act of 1965 as amended) and located in the United States on behalf of the Award Recipient or Award recipient’s Designee, who must satisfy the same eligibility requirements as did the Award Recipient (further defined below); or
	2. To pay off student loans incurred for eligible costs in (a) above in the form of a check distributed to the lending institution on behalf of the Award Recipient or Award recipient’s Designee (defined below); or
	3. A combination of (a) and (b) above in an amount not to exceed the Award amount.

All Awards will be administered by Scholarship Management Services, a division of Scholarship America, Inc., and are subject to the following and all other terms of these Official Rules. Awards are to be used for postsecondary education expenses at an accredited two- or four-year college, technical school, vocational school, or master or doctorate degree program in the United States. Awards may be used to pay current educational expenses, student loans incurred in a previous academic year, or a combination of both. Checks for the full amount will be sent to the institution designated by the Award Recipients or their Designees. Payments applied to educational loans will be payable to the loan servicing company for the Award Recipient or Designee. (Award may be considered taxable and Form 1099-Miscellaneous Income will be issued in the applicable tax year of whenever the Award is dispersed).

Awards may be used for current educational expenses until the expiration date of December 31, 2028 (the “**Expiration Date**”) or until a degree is earned, whichever occurs first. Following completion of a degree program, the Award Recipient may opt to continue to pursue another degree level until the Award expires or use toward existing education loans. At the request of the Award Recipient (i.e., the initial tuition Award Recipient), he/she may designate that the Award proceeds be held at Scholarship Management Services on account for another person (“**Designee**”) to be used for eligible education purposes as provided herein. Upon notification as an initial Award Recipient, the initial Award Recipient must notify Scholarship Management Services of his/her intent to gift the Award proceeds to the Designee. Scholarship Management Services will set aside the funds until such time as the Designee notifies Scholarship Management Services that he/she is ready to use the funds for eligible education-related expenses or until the Expiration Date, whichever occurs first. The Award proceeds shall be transferred one (1) time only. The initial Award Recipient must supply the following identifying information about the Designee: name, address, phone number, relationship, and postsecondary school information (if known at such time). Scholarship Management Services shall not transfer the Award proceeds to the Designee until such time as the identifying information is verified by the Designee, including age verification, and to the satisfaction of Scholarship Management Services. The initial Award Recipient shall be responsible for completing and filing the required gift tax forms with the Internal Revenue Service. There may be a tax liability to the Award Recipient and the Award Recipient should consult with a tax expert before making this decision. An IRS Form 1099 will be issued to the Award Recipient or Designee (as applicable) during the applicable tax year in which the Award is dispersed. Any tax liability will be the responsibility of the Award Recipient or its Designee. In addition to the previously mentioned criteria, Designees must satisfy the same eligibility requirements as did the Award Recipient. Any designation shall have no effect on any offer of internships by 23XI Racing. ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO SPONSOR.

Award Recipients may also be offered an internship for 23XI Racing at 23XI’s sole discretion. No retail value is associated with the potential internship with 23XI Racing. Internship, if offered, is temporary and the length of an internship, in addition to any other details surrounding an internship, is at 23XI Racing’s discretion. Internship, if offered and accepted, will be training experience. Interns will be required to enter into an Internship Agreement with 23XI Racing that sets forth the terms and conditions of the internship, including but not limited to duration and duties. Internship will be conditioned upon the intern’s agreement to comply with 23XI’s Racing policies and procedures. Travel and accommodations to the internship location, if applicable, are not included and are the responsibility of the intern.

1. **Award Recipients Rights of Usage:** Sponsor reserves the right to document and track how tuition funds are being used for the Award Recipients up through December 31, 2027. By accepting an Award, you agree to notify Sponsor of any changes to your contact information and provide updated information describing how the Award is being used.
2. **General Conditions:** Sponsor has the right, in its discretion, to cancel, suspend and/or modify the Contest, or any part of it, to modify these Official Rules immaterially, at any time in its discretion, including without limitation in the event of any changes to the terms applicable to government shutdowns or in connection with any fraud, technical failure or problem or occurrence that in Sponsor's judgment impairs the integrity or proper functioning of the Contest or prevents the Contest from being conducted as planned, as determined by Sponsor in its sole discretion. In the event of cancellation or early termination of the Contest, the determination of the Awards will be performed as described in Section 4, from all eligible Entries received prior to cancelation. Sponsor's or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermining the entry process, and/or the legitimate operation of the Contest; violating the Official Rules; or acting in an unsportsmanlike or disruptive manner or intending to annoy, abuse, threaten, or harass any other person. Sponsor, in its sole discretion, will determine the validity of each Entry. If Sponsor determines or believes that any Entry is fraudulent, illegitimate, or invalid, or that any Entrant has failed to comply with or has violated any provision of these Official Rules, Sponsor will have the right in its discretion to disqualify any affected Entrant and/or to void any suspect or affected Entries. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including, without limitation, in advertising or marketing materials), these Official Rules shall prevail.

1. **Rules Interpretation**: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's or Administrator's failure to enforce any term of these Official Rules does not constitute a waiver of that provision. By entering this Contest, you waive any right to claim ambiguity in these Official Rules.
2. **Release and Limitations of Liability:** All Entrants, as a condition of Entry into the Contest, agree to release and hold harmless Sponsor, Scholarship America, Inc., 2311 Racing, LLC , Administrator and Related Parties, and each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Contest (collectively the “**Released Parties**”) from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use or misuse of the Award or any typographical or other error in these Official Rules or the announcement or offering of the Award. Award recipient assumes all liability for any injury or damage caused or claimed to be caused by participation in the Contest or use or misuse or redemption of Award. Acceptance of Award constitutes permission for the Released Parties to use Award Recipient’s name, and likeness for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By entering, Entrant accepts and agrees to be bound by these Official Rules. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in the Contest. Entries generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the Contest (each a “**Contest Change**”) if no Entries are received during the Contest Period or if the Contest cannot be completed as planned for any reason, including but not limited to an unforeseen event (“**Unforeseen Event**”) beyond its control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control. In such event, Sponsor may (a) cancel the Contest entirely, (b) determine the Award Recipients from eligible Entries received prior to the Unforeseen Event resulting in the Contest Change if sufficient eligible Entries have been received (as determined in Sponsor’s sole discretion), or (c) extend the Contest Period to allow time for more eligible Entries to be received. It is understood that an Unforeseen Event must take place for the Sweepstake Change to be effectuated by Sponsor and that such Contest Change is not simply at Sponsor’s option for any reason. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE AWARD, 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
3. **Publicity Release.** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES EACH TUITION/EDUCATIONAL AWARD RECIPIENT’S GRANT TO SPONSOR, ADMINISTRATOR AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH TUITION/EDUCATIONAL AWARD RECIPIENT’S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS, AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE), AS WELL AS AWARD RECIPIENT’S COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS (“**SUBMISSIONS**”) THAT THE TUITION/EDUCATIONAL AWARD RECIPIENT MAY SUBMIT TO SPONSOR IN CONNECTION WITH THIS CONTEST (IN ORIGINAL FORM OR AS MAY BE EDITED BY SPONSOR), FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL PERMISSION, OR NOTIFICATION. PERSONALLY IDENTIFIABLE INFORMATION, AS DEFINED IN SPONSOR’S PRIVACY POLICY, AVAILABLE AT [https://www.keurig.com/content/privacy-policy](https://www.colgatepalmolive.com/EN-US/LEGAL-PRIVACY-POLICY) THAT IS INCLUDED IN THE ENTRY SHALL BE SUBJECT TO USE BY THE SPONSOR IN THE COURSE OF CONTEST AS DESCRIBED BELOW IN SECTION 15. ALL PERSONALLY IDENTIFIABLE INFORMATION SHALL BE PROTECTED BY INDUSTRY-STANDARD SECURITY PRACTICES. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANTS AGREE TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANTS AGREE TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.
4. **Nature of Relationship/Waiver of Equitable Relief:** Each Entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor’s actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Entry or any material based on or allegedly based on the Entry, and the Entrant’s rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

 13. **Dispute:** The Contest and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Texas, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Texas and agree that any dispute shall be brought in the state or federal courts in Texas. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or award shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Texas; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney’s fees, and shall not exceed the value awarded to each Award Recipient; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct, special, exemplary, or indirect damages.

14. **Governing Law/ Jurisdiction: 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 CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF COLLIN COUNTY, 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.**

15. **Arbitration:** By participating in this Contest, each Entrant agrees: (i) that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (a) the Contest, and/or (b) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Collin County, Texas; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest; (v) the Texas law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; and (viii) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com)

1. **Privacy:** All information submitted by you will be treated according to Sponsor’s Privacy Policy. By participating in the Contest and providing any applicable contact information, you hereby agree to Sponsor’s collection and usage of your personal information and acknowledge that you have read and accepted Sponsor’s Privacy Policy available at <https://www.keurig.com/content/privacy-policy> and 23XI Racing’s privacy policy set forth at [23xiracing.com/privacy-policy](https://www.23xiracing.com/privacy-policy).

1. **Tuition/Educational Award Recipient:** For the name of the Award Recipients, available for ninety (90) days after June 12, 2023, send an email to Winners@dja.com with **2023 DR PEPPER 23/XI SPEED INSTITUTE TUITION CONTEST** as the subject line. Requests must be received within ninety (90) days of June 12, 2023. Award Recipients names will be sent after the Awards have been awarded.

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