

Dr Pepper & Schwan's ABCO Fanatics DRVS Program - Abbreviated T&Cs Print

Valid on purchases from 12/01/16-01/07/17; Discount Code is a one-time use only and cannot be combined with any other code or offer. Codes must be redeemed by 1/31/17. Visit www.FootballGearPromo.com for full terms and conditions. By submitting your receipt you agree to receive up to 5 automated text/email responses from TPG Rewards about this offer. Limit two (2) offer redemptions per email/phone number/person and one (1) offer redemption per receipt. Powered by TPG Rewards, Inc. Buy Snap Get is a registered trademark of TPG Rewards, Inc. DR PEPPER is a registered trademark of Dr Pepper/Seven Up, Inc. ©2016 Dr Pepper/Seven Up, Inc. © 2016 Schwan's Consumer Brands, Inc. © 2016 Fanatics Inc. All Rights Reserved

Dr Pepper & Schwan's ABCO Fanatics DRVS Program Terms and Conditions

- PROGRAM:** Dr Pepper & Schwan's ABCO Fanatics DRVS Program (the "Program")
- SPONSOR:** Dr Pepper/Seven Up, Inc.
- PARTICIPATING RETAILER:** Albertsons Companies 1,775 stores (Seattle, Portland, Intermountain, Southwest, SoCal, Jewel, Denver, Acme, Shaw's and Eastern divisions only) referred to herein as "ABCO"
- QUALIFYING PRODUCTS:** Any Dr Pepper® (Select Sizes*) and RED BARON®, FRESCHETTA®, or EDWARDS® (Select Sizes*) items.
- *12-pack cans, 6-pack 16.9oz bottles, 8-pack 12oz bottles, 6-pack 7.5oz cans, 14.76oz or larger Red Baron®, 14.54oz or larger Freschetta®, 22.40oz or larger Edwards®.
- START DATE:** 12:00:01 AM Pacific Time ("PT") December 1, 2016
- END DATE:** 11:59:59PM PT January 7, 2017
- SUBMISSION DEADLINE:** 11:59:59PM PT January 12, 2017
- CODE REDEMPTION DEADLINE:** 11:59:59PM PT January 31, 2017

- HOW TO PARTICIPATE:** (1) Buy any three Qualifying Products identified above ("Qualifying Products") in a single transaction at any Participating Retailer; (2) Text or Email an image of your receipt to football@uploadreceipt.com or upload a picture at the promotion website www.FootballGearPromo.com. Photo of receipt must include the name and address of the Participating Retailer, date & time of purchase, Qualifying Products and receipt transaction total.

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.

2. **REWARD PROGRAM:** You will receive one (1) Fanatics.com Promo Code (“Promo Code”) for each successful Receipt Submission which can be used for \$5.00 credit on your purchase at www.fanatics.com now until the expiration date of 1/31/17.

3. **REDEMPTION:** Once you have a Promo Code, visit 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.

Limit two (2) offer redemptions per email/phone number/person and one (1) offer redemption per receipt. Limited time offer; supplies limited.

The value for the Reward is pre-assigned and may not be altered. Rewards become void if transferred, resold or repurposed. All Rewards are subject to verification. A Reward will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the store administrator; (iv) contains printing or other errors; (v) is illegible or unreadable; (vi) has been previously entered or used; or (vii) is incorrectly or incompletely entered or submitted.

TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS: You may opt-out of receiving the promotional messages from the Program 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 the Submission Deadline. 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.

ELIGIBILITY: Void where prohibited. Subject to all applicable or satellite federal, state and local laws and regulations. Employees of **Sponsor**, and its bottlers or distributors, Participating Retailer, 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.

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 by not limited to is 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 Texas; (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 Texas without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of laws of any jurisdiction other than Texas.

PRIVACY POLICY: Any personally identifiable information collected from you during participation in the Program will be collected by Sponsor, Administrator or its agents, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Sponsor’s Privacy Policy as stated at http://www.drpepper.com/_/legal/us/privacy/.

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