

## Classic Crush® Basketball Official Rules

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

**1. Eligibility:** The Classic Crush® Basketball (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least twenty-one (21) years old at the time of entry. Employees of Dr Pepper/Seven Up, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. 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.keurig.com/content/privacy-policy> and Sponsor's Terms of Use located at <https://www.keurigdrpepper.com/en/term-of-use>. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize/discount is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

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

**Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on February 1, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on March 31, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Promotion.

**4. How to Enter:** During the Promotion Period, visit [classiccrushbasketball.com](http://classiccrushbasketball.com) ("Promotion Site") and accurately complete and submit the registration form including your first and last name (initials only are not sufficient), email address, and home address (P.O. Boxes are not permitted). You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. 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.

**Limit:** Each entrant may enter the Sweepstakes 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. Operation of Sweepstakes and 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 the potential Sweepstakes Grand Prize winner, from all eligible entries on or around April 1, 2025. Instant Win Game: There will be 1,695 random, computer-generated winning times, one for each prize/discount listed below, 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/discount 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 AND 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 HAS 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/discount is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by email. Potential Sweepstakes Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") 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 prize/discount winners will be required to provide their name, home mailing address (P.O. Boxes may not be 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/discount. If a potential winner of any prize/discount cannot be contacted or fails to provide any other requested information within the required time period (if applicable), or prize/discount is returned as undeliverable, potential winner forfeits the prize/discount. If the potential Sweepstakes Grand Prize winner or an Instant Win Game prize winner valued over \$25.00 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 prizes/discounts valued at \$25.00 or less will remain unawarded. Instant Win Game prizes/discounts will be fulfilled during the Promotion Period, but no later than approximately 8-10 weeks after the conclusion of the Promotion Period.

**8. Prizes, Discounts, Approximate Retail Value ("ARV") and Odds of winning:**

**Sweepstakes Prize: ONE (1) GRAND PRIZE:** A trip for two (2) to winner's choice of a regular season college basketball game ("Game") from September to November 2025. 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); two tickets to the Game awarded as one (1) \$1,000 online ticket gift card, terms and conditions apply; ground transportation to and from destination airport and hotel; ground transportation to and from Game and hotel; and \$1,000 spending money. The winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to the winner. The trip must be booked at least twenty-one (21) days prior to departure. 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, 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. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. **By traveling and attending the event, the winner, and winner's guests voluntarily assume all risks related to exposure to COVID-19.** The winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in Sponsor's judgment air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel in Sponsor's sole discretion. The 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: \$7,550.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. The winner will not receive difference between actual and approximate retail value.

Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes/Discounts:**

| <b>Quantity</b> | <b>Prize/Discount Description</b>  | <b>ARV</b> |
|-----------------|--|------------|
| 15              | A Bluetooth speaker  | \$145.00   |
| 20              | \$100 StubHub® gift code   | \$100.00   |
| 30              | A basketball   | \$75.00    |
| 30              | A duffle bag   | \$47.00    |
| 50              | \$50 Fanatics® gift code   | \$50.00    |
| 50              | A wall basketball hoop   | \$11.50    |
| 500             | \$8 Off Crush® drink coupon. Valid on purchase of any Crush® variety 12oz can (12 pack, 24 pack, or 36 pack), through 12/31/2025                                       | -          |
| 1,000           | \$3 Off Crush® drink coupon. Valid on purchase of any Crush® variety of 7.5oz can (6 pack or 10 pack), 16.9oz, 20oz, 1L, 1.25L, 1.5L, or 2L bottle, through 12/31/2025 | -          |

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

For All Prizes: Terms and conditions of gift codes and coupons apply. 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/discount 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. Winners of a prize equal to or greater than \$600 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 time of potential winning notification; requests to change address after being selected as a winner may not be permitted. Limit: one (1) prize per household. TOTAL ARV OF ALL PRIZES: \$18,460.00.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, StubHub, Inc., Fanatics Holdings, Inc., 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). For clarity, StubHub, Inc. and Fanatics Holdings, Inc. are not involved with this promotion other than their products being part of the prize pool referenced in the Instant Win Game Prize chart above.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes each 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](#).

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

© 2025 Merkle Inc. All Rights Reserved.