

DR PEPPER* PICK YOUR PEPPER CONTEST RULES & REGULATIONS

1. CONTEST PERIOD

The Dr Pepper* Pick Your Pepper contest (the “**Contest**”) is brought to you by Canada Dry Mott’s Inc. (the “**Contest Sponsor**”) and commences September 6, 2016 at 12:00:01 pm ET and ends October 31, 2016 at 11:59:59 pm ET (the “**Contest Period**”).

2. ELIGIBILITY

The contest is open to legal residents of Canada who are thirteen (13) years of age and older at the time of entry.

Notwithstanding the above, this contest is not open to employees, officers and directors of the Contest Sponsor, their respective divisions, subsidiaries and affiliates, bottlers, advertising and promotional agencies, contest suppliers, prize suppliers, employees, members of their immediate families (parents, siblings, spouses) and those with whom they are domiciled.

3. HOW TO ENTER

NO PURCHASE NECESSARY. To enter, visit www.drpepper.ca/pickyourpepper and fill out the entry form and submit a photo of yourself with one of the limited edition Dr Pepper Pick Your Pepper 591mL bottles (the “**Participating Product**”). Limit one (1) entry per day per email address. Participants must post a different photo per entry. Photos with Participating Product can be taken without purchase by posing with a Participating Product (full or empty).

An entry will be considered to be void (and an entry will not be granted) if the entry: (i) does not show a Participating Product (as determined by Contest Sponsor in its sole and absolute discretion); (ii) is incomplete or illegible; (iii) is not submitted and received during the Contest Period in accordance with these Rules; and/or (iv) is not in accordance with the specific requirements listed below (all as determined by Contest Sponsor in its sole and absolute discretion).

Any photo and/or comment submitted must meet the following specific requirements:

- i. The photo is original to the entrant and the entrant has all necessary rights in and to the entry to enter the Contest;
- ii. The photo cannot promote any activities that may appear unsafe or dangerous;

- iii. The photo cannot defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Contest Sponsor or its affiliates, as determined in the sole discretion of the Contest Sponsor;
- iv. The photo cannot contain materials embodying the names, likeness, or other indicia of, or identifying any person, living or dead other than you as the entrant;
- v. The photo cannot contain material that is unlawful, in violation of or contrary to the laws or regulations in any province or territory where the photo was taken/created;
- vi. The photo cannot contain, advertise or promote any brand or product of any kind (other than Dr Pepper products);
- vii. The photo cannot contain any material that may, in the sole and absolute discretion of the Contest Sponsor, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others. Entrant must use his/her own original material in the creation of the photo. If a submitted photo contains any third party material, other than those mentioned within these guidelines, the Contest Sponsor may in its sole and absolute discretion, disqualify the entry at its sole and absolute discretion. In the alternative, Contest Sponsor may ask entrant to provide the appropriate legal documentation that demonstrates (to Contest Sponsor's satisfaction, as applicable) that he/she has received proper permission to use such material for all purposes related to this Contest and for the promotion of the Contest Sponsor and its respective products, with a right to further grant and transfer such permission to Contest Sponsor and its affiliates. Failure to provide appropriate legal documentation, as determined in the Contest Sponsor's sole and absolute discretion, may result in disqualification of the photo or entry in the sole and absolute discretion of Contest Sponsor and without notice to entrant.
- viii. The photo must not contain obscene or pornographic material, contain defamatory or libelous statements, endorse any form of hate or hate group, invade privacy rights, exploit individuals or in any other way violate applicable laws and regulations.

Contest Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion, including the determination in its sole and absolute discretion that the entry and/or photo fails to satisfy any of the above guidelines, or is inconsistent with the goals, image, or policies of the Contest Sponsor. Contest Sponsor further reserves the right, in its sole and absolute discretion, to

edit (or to require the entrant to edit and resubmit) any photo that contains material that violates these Contest Rules.

Entrants may use only one (1) e-mail address to enter. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to use multiple names, identities, multiple accounts, or, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest in any way (as determined by Contest Sponsor in their sole and absolute discretion); then he/she may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor. Any entry may be rejected if (in the sole and absolute discretion of the Contest Sponsor) the entry form is not fully completed with all required information and submitted and received during the Contest Period.

Proof of transmission (screenshots or captures etc.) or attempted transmission of an entry or of an attempted entry of any communication, does not constitute proof of delivery or receipt.

The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an entry for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this contest in accordance with these Contest rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor.

If using a wireless mobile device to enter, standard data rates may apply to entrants who submit an entry. Wireless service providers may charge for airtime for each entry received. Any such fees are the responsibility of the entrant/mobile account holder. Please call your service provider for pricing and service plan information and rates before mobile device participation.

NOTE TO MINORS: A participant who is a minor in his/her province/territory of residence shall enter this Contest and provide information only with the explicit consent of his/her parent or legal guardian. Furthermore, all of these Contest rules shall apply both to the minor and to the minor's parent or legal guardian. The Contest Sponsor reserves the right, in its sole and absolute discretion, to contact the parent/legal guardian of any eligible entrant who is under the age of majority in his/her province/territory of residence (a "**Minor**"), at any point during the Contest, for the purposes of verifying such parent or legal guardian's: (i) agreement to be legally bound by these Contest rules; (ii) consent

to the Minor's participation in this Contest; and/or (iii) consent to the collection of the Minor's personal information. If the Minor refuses to provide his/her parent/legal guardian's contact information at the request of the Contest Sponsor, then such Minor shall be disqualified, at the sole and absolute discretion of the Contest Sponsor. Any Prize won will be delivered to a winning Minor's parent or legal guardian.

By entering this contest, entrants agree to be bound by these Contest rules and the decisions of the Contest Sponsor and contest judges with regards to all aspects of this Contest, which are final and binding (without right of appeal).

4. **PRIZE**

There are a total of three hundred (300) prizes available to be won (each a "Prize" and collectively, "Prizes") as more specifically set out below:

Week	Prize Description	Total number available to be won	Approximate Retail Value (CAD EA)
1	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	16	\$ 13.00
2	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00
3	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00
4	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00
5	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00
6	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00
7	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00
8	(a) Dr Pepper branded T-shirt	25	\$ 8.50
	(b) Dr Pepper branded T-shirt and hat	12	\$ 13.00

The odds of winning a Prize depend on the number of eligible entries submitted and received in accordance with these Contest Rules during the Contest Period and by each applicable Weekly Draw Date, as defined in Rule 5.

Sizes, designs and colours will be provided at the sole discretion of the Contest Sponsor.

Prize must be accepted as awarded and may not be transferred, exchanged or refunded. The Contest Sponsor reserves the right, in its sole discretion, to substitute a prize or portion thereof with one of at least equal value, in the event of the unavailability, for whatever reason, of the advertised Prize or any portion thereof (including without limitation at the sole and absolute discretion of the Contest Sponsor, a cash award). **PRIZE LIMITS**: During the Contest Period, there is a limit of one (1) Prize per person.

Shipped prizes shall not be insured and the Contest Sponsor shall not assume any liability for lost, damaged or misdirected prizes.

5. **METHOD OF AWARDING PRIZES**

Each Monday following the end of each applicable week (except for week 8 and as outlined in the chart below) at approximately 12:00 p.m. ET in Toronto, ON (the “**Weekly Draw Date**”), a random draw will be held and the number of entrants equal to the number of available prizes to be won for such week (see Rule 4) will be selected from amongst all eligible entries received in accordance with these Contest rules prior to the end of the immediately preceding period (as outlined in the chart below). Previously non-winning eligible entries from a week will be automatically carried forward to be included in subsequent week(s) draws.

Week	Start Date (all 12:00:01 a.m. ET, except Week 1 which starts 12:00:01 p.m. ET)	End Date (all 11:59:59 p.m. ET)	Weekly Draw Date
1	September 6, 2016	September 11, 2016	September 12, 2016
2	September 6, 2016	September 18, 2016	September 19, 2016
3	September 6, 2016	September 25, 2016	September 26, 2016
4	September 6, 2016	October 2, 2016	October 3, 2016
5	September 6, 2016	October 9, 2016	October 10, 2016
6	September 6, 2016	October 16, 2016	October 17, 2016
7	September 6, 2016	October 23, 2016	October 24, 2016
8	September 6, 2016	October 31, 2016	November 1, 2016

Selected entrants will be contacted by telephone and/or email with further information on how to be confirmed as a winner and claim his/her Prize. If any selected entrant (and/or his/her parent or legal guardian, where applicable) cannot be reached, for whatever reason, another entrant may be randomly selected (from eligible entries received) at the sole and absolute discretion of the Contest Sponsor.

Before being declared a winner, the selected entrant (and/or his/her parent or legal guardian, where applicable) must correctly answer, unaided, a mathematical skill-testing question to be administered by telephone at a pre-arranged mutually convenient.

If the selected entrant cannot be reached/located by the date set out above, is not in compliance with these contest rules, incorrectly answers the skill-testing question, declines the Prize, or if email correspondence between the Contest Sponsor and selected entrant is returned as undeliverable without a forwarding address, the Prize may be forfeited by that selected entrant and the Contest Sponsor reserves the right to randomly select another entrant from the remaining eligible entries to award that Prize. Prizes that remain unclaimed as of November 15, 2016 will not be awarded.

Prize will be awarded, subject to these contest rules and upon verification of prize winner.

6. **GRANT OF RIGHTS TO CONTEST SPONSOR:** By entering uploading a photo into the Contest, the applicable entrant represents and warrants to the Contest Sponsor that such photo is wholly original to the entrant and that he/she owns all right, title and interest in and to the photo. Without further compensation, the entrant agrees that:
 - a. the entrant on behalf of him/herself, his/her heirs, executors, administrators and assigns, grants to the Contest Sponsor an exclusive, perpetual, royalty-free, worldwide license and right to broadcast, exhibit and/or otherwise use the photo and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised and, without limiting the foregoing, but for greater certainty, expressly grants to the Contest Sponsor the license and right to post, publish and/or otherwise display the photo on or via their respective website(s) and social media. All decisions regarding such use shall be at Contest Sponsor's sole and absolute discretion. All photo submissions, upon submission, become the property of Contest Sponsor, and its successors, assigns and licensees. Contest Sponsor will have the exclusive right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited sublicenses. Entrant forever waives and relinquishes on behalf of himself/herself, his/her heirs, executors, administrators and assigns any and all rights, including but not limited to goodwill, in and to the photo;
 - b. he/she shall have no right of approval or consultation with respect to Contest Sponsor's use of the photo. Contest Sponsor will not be responsible for the return or preservation of the photo. Contest Sponsor shall use their sole discretion in determining the extent and manner of the use of the photo;
 - c. the Contest Sponsor shall have the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the entrant's name, address, image, voice, likeness, statements, biographical material and entry, as well as any additional photographic images, video images, portraits, interviews or other materials relating to the entrant and

- arising out of his/her participation in this Contest (with or without using the entrant's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the entrant or any other party; and
- d. the entrant further represents that he/she has not granted or transferred any rights in or to the photo to any third party prior to the date of entry into the Contest and has not done anything and will not do anything to impair the rights granted to the Contest Sponsor in any way.

7. **GENERAL**

The decisions of the Contest Sponsor and/or the judges are final and binding, without right of appeal, with respect to all aspects of this contest (including without limitation eligibility and/or disqualification of entries) and entrant agrees to abide by the contest rules and all of the instructions and decisions of the Contest Sponsor and/or judges. In the event of any dispute regarding the interpretation of these contest rules, the decision or interpretation of the Contest Sponsor and/or judges shall prevail.

8. Unless otherwise deemed appropriate by the Contest Sponsor for the administration of the contest based on the circumstances, no communications will be entered into except with selected entrant.
9. All entries become the property of the Contest Sponsor. Any entry that is late, incomplete, altered, or contains false information, is invalid. Contest Sponsor is not responsible for lost, stolen, delayed, damaged or misdirected claims or entries or for any problems or technical malfunction of any internet or telephone network or broadcast transmission. The Contest Sponsor is not responsible for any errors or omissions with respect to the printing or advertising of this contest and reserves the right, subject only to the approval of the *Régie des alcools, des courses et des jeux* (the “**Régie**”) in Quebec, to withdraw, amend or cancel this contest in the event of a printing or administrative error.
10. In the event, due to a printing, manufacturing, mechanical or other error, more prizes are claimed than are intended to be awarded according to these Official Rules, prizes will stop being awarded when the Contest Sponsor become aware of an error respecting the number of prizes and the Contest Sponsor reserve the right, in their sole and absolute discretion, to conduct a random draw from amongst all eligible and approved prize claimants whose claims have not yet been redeemed to award the advertised prize. In no event will the Contest Sponsor or Contest Entities be liable for more than the stated number of prizes contained in these official contest rules.
11. The Contest Sponsor accepts no responsibility for loss, damage or claims caused by the awarded prizes or the contest itself. By entering, entrant releases and holds harmless Contest Sponsor, the prize suppliers, their affiliated and related companies and advertising, promotional agencies, and all of their respective directors, officers, shareholders, employees, agents, successors and assigns (collectively, the “**Contest**”

Entities”) from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the contest or any prize won.

12. Without limiting the release of liability provisions herein, and for greater certainty, the Contest Entities will not be liable for: a) any incorrect or inaccurate information, whether caused by contest website users or by any equipment or programming associated with or utilized in the contest or by any technical or human error which may occur in the processing of entries in the contest; b) any error, omission, interruption, deletion, defect or delay in operation of the contest website or any transmission in connection with the contest; c) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; d) any problems with, or technical malfunction of, any telephone network or lines, or failure of mobile device or mobile web browser, computer on-line systems, servers or providers, computer equipment, software, or failure of email which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or text messaging system or combination thereof; or e) any injury or damage to entrants’ or to any other person's computer or mobile device related to or resulting from participating or downloading materials in this contest. If the contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause of any nature whatsoever beyond the reasonable control of the Contest Entities which corrupt or affect the administration, security or proper conduct of this contest, the Contest Sponsor reserve the right at their sole discretion to, without advance notice, terminate or suspend the contest, in whole or in part, or modify it in any way, subject only to the approval of the Régie in respect of residents of Quebec (where applicable).

13. In the event of a dispute as to who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “**Authorized Account Holder**” is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Selected entrant may be required to provide the Contest Sponsor with proof that he/she is the authorized account holder of the email address associated with the selected entry.

14. The Contest Sponsor reserves the right at its sole discretion to disqualify any individual from the contest, and to ban that individual from any future promotion of the Contest Sponsor, if the Contest Sponsor finds or believes such individual to be tampering with the entry process or the operation of the contest; to be acting in violation of the contest rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Contest Sponsor, the Contest Sponsor’s agencies, other entrants or any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE

CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

15. By entering this contest, you consent to the Contest Sponsor' use, should you become a winner, of your name, place of residence and photograph or other likeness, without further compensation or notice, for publicity, advertising or informational purposes in any media or format (including the Internet) in connection with this contest or future similar contests.
16. The Contest Sponsor is collecting personal data about the entrants for the purpose of administering this contest. No further informational or marketing communications will be received by entrants. The Contest Sponsor respects your right to privacy of your personal information.
17. Except as provided in Rule 18, this contest is subject to all applicable laws and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
18. For residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
19. The invalidity or unenforceability of any provision of these contest rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these contest rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
20. The Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other contest mechanics stipulated in these Contest rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Contest rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affects the proper administration of the contest as contemplated in these Contest rules, or for any other reason.
21. In the event of any discrepancy or inconsistency between the terms and conditions of these rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these rules shall prevail, govern and control to the fullest extent permitted by law.