

Official Rules and Regulations

Dr Pepper* Batman v Superman “You could Instantly Win 1 of 100 Prize Packs” Contest

1. CONTEST PERIOD

The Dr Pepper Batman v Superman “You could instantly win 1 of 100 Prize Packs” Contest (the "**Contest**" or "**contest**") commences Monday, February 22, 2016 at 12:00:01 pm ET and ends Monday, May 2, 2016 at 11:59:59 pm ET (the "**Contest Period**"). This contest is sponsored by Canada Dry Mott’s Inc. (the "**Contest Sponsor**").

2. ELIGIBILITY

NO PURCHASE NECESSARY. The contest is open to legal residents of Canada who are age of majority or older at the time of entry.

Notwithstanding the above, this contest is not open to employees, representatives, agents, officers or directors (or those with whom such persons are domiciled, whether related or not) of: (i) the Contest Sponsor, its respective divisions, subsidiaries and affiliates; (ii) Contest Sponsor’s advertising and promotional agencies, contest suppliers, bottlers, prize suppliers, and any other entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the "**Contest Parties**").

3. HOW TO ENTER (NO PURCHASE NECESSARY):

Step 1: Download the Blippar APP (the "**App**"). NOTE: the App is not compatible for download via mobile devices operating on the BlackBerry® operating system).

Step 2: Once the APP has been downloaded, aim the App at the Dr Pepper logo of a specially marked Batman v Superman Dr Pepper 591 ml bottle (regular or diet) during the Contest Period and click on “Instant Win Contest”.

Step 3: Click “Enter to Win” and complete the entry form, following all instructions provided via the APP. Once completed, the entrant will automatically be notified on-screen with a message indicating whether he/she is eligible to win a Prize, as more specifically described in Rule 4 below.

Step 4: If an entrant receives a notification that he/she is a potential winner of a Prize, the entrant must correctly answer the skill testing question provided, and if correct he/she will be contacted by a representative of the Contest Sponsor with further information on how to claim the Prize. There is no limit on the number of entries per person, per day.

NOTE: Text messaging/data fees may apply depending on the entrant’s mobile device carrier and text messaging/data package. Such fees are the responsibility of the entrant/account holder. Entrant must be the person in whose name the mobile device account for the mobile device used to enter the Contest via mobile device is registered (the "**Mobile Account Holder**") or have the express permission of the Mobile Account Holder. Entries made via mobile device without the permission of the Mobile Account Holder may be disqualified, at the sole and absolute discretion of the Contest Sponsor.

Entrants may use only one (1) e-mail address or mobile account 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 its 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 is not fully completed with all required information or if the entry is not 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 (or a purported 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.

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, including without limitation eligibility and/or disqualification of entrants and/or entries, which are final and binding (without right of appeal).

4. PRIZE

There are one hundred (100) prize packs available to be won in the Contest (each a “Prize”), each consisting of the following items:

QUANTITY	DESCRIPTION
1	Batman v Superman Branded Duffle Bag
1	Daily Planet Watch
1	Batman v Superman Branded Wireless Speaker
1	Batman v Superman Branded Headphones
1	Batman v Superman Branded Notebook
1	Batman v Superman Branded Travel Mug
1	Batman v Superman Branded Metal Bottle Opener
1	Batman v Superman Branded Phone Wallet

The total approximate retail value of each Prize is \$100.00 CDN.

Colour and other specifics of the Prize will be at Contest Sponsor’s sole discretion.

Prize must be accepted as awarded and may not be transferred (except at the sole and absolute discretion of the Contest Sponsor), exchanged, assigned or refunded. The Contest Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or portion thereof with a prize or prizes of at least equal value (including, without limitation, at the sole and absolute discretion of the Contest Sponsor, a cash award), in the event of the unavailability, for whatever reason, of the advertised Prize or portion thereof.

None of the Released Parties (as defined below) makes any representation or offers any warranty, express

or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Contest Sponsor nor any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

During the Contest Period, there is a limit of one (1) Prize per person.

5. METHOD OF AWARDING PRIZES

Once you have entered in accordance with these Rules and if you are eligible to win a Prize, then you will automatically be notified on-screen with a message indicating that you are eligible to win a Prize (the “**Winning Message**”). If you are not eligible to win a Prize, then you will automatically be notified on-screen accordingly (the “**Non-Winning Message**”). During the Contest Period, there are a total of one hundred (100) winning times (each a “**Winning Time**” and collectively, the “**Winning Times**”). Winning Times will be randomly generated and randomly seeded during the Contest Period. The first eligible entrant who scans a qualifying specially-marked 591 ml Dr Pepper label in accordance with these Rules on or immediately after a Winning Time will receive a Winning Message and will be eligible to win a Prize associated with that Winning Time. The odds of winning a Prize depend on the number and timing of eligible entries in accordance with these Rules.

NO ONE IS A WINNER UNLESS AND UNTIL THE CONTEST SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each eligible winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Contest Sponsor, be administered online). By participating in the Contest and accepting a Prize, each eligible winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. **IMPORTANT NOTE:** The Contest Sponsor may, in its sole and absolute discretion, require an eligible winner to sign and return the Contest Sponsor’s form of declaration and release prior to confirming the eligible winner as a confirmed winner in accordance with these Rules. If an eligible winner: (a) cannot be reached/located; (b) fails to reply with fifteen (15) days following contact by the Contest Sponsor’s representative; (c) fails to correctly answer the skill-testing question; (d) fails to properly execute and return any required Contest documents within the specified time; (e) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (f) is determined to be in violation of these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize). Any forfeited or unclaimed Prize(s) in this Contest will NOT be awarded – except in the sole and absolute discretion of the Contest Sponsor.

Delivery of Prizes: Prizes will be shipped within six (6) to eight (8) weeks of being confirmed a winner. Shipped Prizes shall NOT be insured and the Contest Sponsor shall not assume any liability for lost, damaged or misdirected Prizes. If any Prize is returned as undeliverable for any reason whatsoever, the winner will forfeit his/her Prize and the Prize will not be awarded or delivered at a later date.

Prizes will be awarded, subject to these Contest rules, upon receipt of the properly completed and executed Declaration and Release Form and verification of Prize winner.

GENERAL

6. The approximate retail value of the Prize as stated by the Contest Sponsor in point of sale advertising, and other advertising, promotion materials, and/or in these Contest rules is subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail value is stated by the Contest Sponsor and the date the Prize is awarded or redeemed. If, at the time the Prize is redeemed or awarded, the actual prevailing retail purchase price for the Prize is less than the approximate retail value stated by the Contest Sponsor in point of sale, television and print advertising, promotion materials, and/or in these Contest rules, the prize winner will not be entitled to a cheque or cash for the price difference.

7. 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 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 entrants.

9. All entries become the property of the Contest Sponsor. Any entry that is late, incomplete, altered, or contains false information, is invalid. The Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns collectively, the “**Released Parties**”) are 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 during the Contest Period. The Released Parties are 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 Contest rules, prizes will stop being awarded when the Contest Sponsor becomes aware of an error respecting the number of prizes and the Contest Sponsor reserves the right, in its 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 remaining number of advertised prizes. In no event will the Released Parties be liable for more than the stated number of prizes contained in these official Contest rules.

11. The Released Parties accept no responsibility for loss, damage or claims caused by the awarded prizes or the contest itself. By entering, entrant releases and holds harmless the Released Parties 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 (or a portion thereof) won.

12. Without limiting the release of liability provisions herein, and for greater certainty, the Released Parties 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, 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 combination thereof; or e) any injury or damage to entrants' or to any other person's computer or other 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 Released Parties which corrupt or affect the administration, security or proper conduct of this contest, the Contest Sponsor reserves the right at its sole and absolute 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. Where applicable and in the event of a dispute as to who submitted an entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entry to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry or Mobile Account Holder. "**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 (i) is the Authorized Account Holder of the email address associated with the selected entry; (ii) is the Mobile Account Holder; or (iii) has the express permission of the Mobile Account Holder to enter.

14. The Contest Sponsor reserves the right at its sole and absolute 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 or where applicable, the contest website; 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 Parties' 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.

16. Blippar is collecting personal data about the entrants for the purpose of administering this contest and may share this information with Canada Dry Mott's Inc. or parties retained by the Contest Sponsor in connection with the administration of the Contest. The Contest Sponsor and Blippar respect your right to privacy of your personal information. Please review Blippar's Privacy Policy at <https://blippar.com/en/privacy/> for details on the manner in which Blippar collects, uses, discloses, and otherwise manages your personal information.

17. This contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

18. 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. 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 Contest Sponsor reserves the right to adjust, subject only to the approval of the Régie in Quebec, 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, affect the proper administration of the contest as contemplated in these Contest rules, or for any other reason.

20. 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.

Warner Bros. Entertainment Inc. and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this contest.

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