

**OFFICIAL RULES**  
**2024 SNAPPLE® INSTANT WIN**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**Promotion:** 2024 Snapple® Instant Win (the “**Promotion**”)  
**Sponsor:** Snapple Beverage Corp., 6425 Hall of Fame Lane, Frisco, TX 75034  
**Administrator:** SMDS, LLC: 312 W. 2nd Street #3907 Casper, WY 82601  
**Eligible States:** Fifty (50) United States and District of Columbia  
**Minimum Age:** Must be at least 18 or older at time of Entry

**DATES:**

**Start Date:** 12:00am Pacific Time (“**PT**”) May 1, 2024  
**End Date:** 11:59pm PT, October 31, 2024  
**Promotion Period:** Start Date through End Date  
**Drawing Date:** Daily starting May 1, 2024

**Winners List Request Deadline:** January 9, 2025

**ADDRESSES:**

**URL Address:** [www.SnappleInstantWin.com](http://www.SnappleInstantWin.com)  
**Winners List Address:** 2024 Snapple® Instant Win WL,  
312 W. 2nd Street #3907 Casper, WY 82601

**PRIZES:**

**2,350 Prizes:**

- One hundred sixty-eight (168) Mini Fridges. Each Winner will receive one (1) Mini Fridge. (Average Retail Value (“**ARV**”) \$60)
- Four hundred eighty-six (486) Snapple® Cap Pool Floats. Each Winner will receive one (1) Snapple® Cap Pool Float. (ARV \$50)
- Fifty (50) Bottle Coolers. Each Winner will receive one (1) Bottle Cooler. (ARV \$40)
- Fifty (50) Kiwi Strawberry Plush Toys. Each Winner will receive one (1) Kiwi Strawberry plush toy. (ARV \$35)
- Five hundred ninety-five (595) Retro Speakers. Each Winner will receive one (1) Retro Speaker. (ARV \$24)
- Two hundred eighty-eight (288) Snapple® Facts Baseball Caps. Each Winner will receive one (1) Snapple® Fact Baseball Cap. (ARV \$15)
- Two hundred thirteen (213) Snapple® Shoe Charms 5-pack. Each Winner will receive one (1) Snapple® Shoe Charm 5-pack. (ARV \$15)
- Five hundred (500) Game Controller Skins. Each Winner will receive one (1) Game Controller Skin. (ARV \$10)

The total ARV of all prizes (“**Prizes**”) in this Promotion is \$64,925. ARV is estimated for purposes of these Official Rules only.

**FURTHER PRIZE DESCRIPTIONS/TERMS:** The Prizes will be mailed to the mailing address (no P.O. Boxes) provided during Winner confirmation. Prizes may take 4-8 weeks to arrive after Winner notification.

**HOW TO ENTER:** During the Promotion Period, to enter:

- **VISIT** [www.SnappleInstantWin.com](http://www.SnappleInstantWin.com) (the “**Website**”) and complete the online registration form which includes name and email to receive one (1) entry in the Instant Win (“**Instant Win Entry**”). Terms of Use are available at <https://www.keurig.com/content/terms-and-conditions>.

**ENTRY LIMITS:** Instant Win Entries must be received by the End Date. Limit 1 Instant Win Entry per day. You may not use more than one name or email address. You must complete your own Instant Win Entry. No use of any automated, form filling, programmed or similar service or system.

**DRAWING:** If you are the first to submit an Instant Win Entry at a randomly selected winning moment, as determined and verified by Administrator, or if no one submits an Instant Win Entry at such moment, and you are the first to play immediately after such moment, as determined and verified by Administrator, you will be deemed an Instant Win Prize Winner (each, a “**Winner**”). You will then receive a winning or non-winning notification on-screen. If you are a Winner, you would also see on-screen details on the Prize you have won, and you will be sent an email stating the Prize won.

**PRIZE LIMIT:** There is a limit of one Prize per person per day for this Promotion.

**NOTIFICATION:** Winners will be notified via email. After a reasonable number of attempts (determined by Sponsor or Administrator), if contact cannot be made with a Winner, or a Winner is not in complete compliance with these Official Rules, or a Winner does not claim their Prize within the period specified in the notification email, the Prize may be forfeited and Sponsor will have no further obligation to such Winner.

**AFFIDAVIT/RELEASE:** Winner may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies, or Prize may be forfeited.

## **THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.**

**ELIGIBILITY:** To enter you must be a U.S. legal resident of an Eligible State and at least the Minimum Age. You are not eligible if you or a member of your immediate family or household (whether related) is an (A) employee, officer, or director of any Promotion Party or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

“**Immediate family**” means spouses, parents, children, siblings, and stepparents/stepchildren/step siblings, whether or not living at the same residence.

“**Promotion Part(ies)**” means Sponsor, its bottlers or distributors, Administrator, Fandango Loyalty Solutions, LLC, and their respective parents, subsidiaries and affiliates, promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, platforms where this Promotion is advertised or marketed, auditing or legal firms and other parties engaged in the promotion, administration, or execution of the Promotion, and all of their employees, officers, directors and agents.

**GENERAL:** By participating, you agree to abide by these Official Rules and all decisions of Sponsor and the Administrator, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a Winner unless and until you have fully complied with these Official Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All Instant Win Entries must use your actual name and email address. Instant Win Entries become Sponsor’s property and will not be returned. Winners may not substitute, transfer, or redeem for cash all or any part of Prize. If, for any reason, a Prize cannot be awarded or Winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether to substitute the Prize (or portion of Prize) with a Prize of comparable or greater value or cash value or select an alternate Winner for forfeited Prizes. If, for any reason, more Prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on Prizes and may be required to provide a W9 form to Sponsor or Administrator for any Prizes valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in these Official Rules. Sponsor shall not be liable to Winner or any other person for failure to supply any Prize or any part thereof by reason of any event of force majeure, including without limitation, any acts of God such as an epidemic, pandemic (including foreseeable and ongoing effects of COVID-19), any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor

dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Sponsor's control.

**USE OF NAME/LIKENESS:** By accepting a Prize, you grant Sponsor (and its designees) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

**ACCOUNT HOLDER:** If disputed, the Instant Win Entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email, or other account number.

**LIMITATIONS:** Neither Sponsor nor any other Promotion Party is responsible for any:

- lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail;
- email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures, or issues;
- unauthorized access, tampering, hacking, theft, or destruction; or
- other technical or human error related to the promotion, execution, or administration of the Promotion.

**VIOLATIONS:** Sponsor may, in its sole determination, disqualify anyone it believes has not complied with these Official Rules, may be tampering, or acting in a non-sportsmanlike, disruptive, abusive, harassing, or threatening manner.

**CAUTION:** ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

**CHANGES:** Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or these Official Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

**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 Promotion, you waive any right to claim ambiguity in these Official Rules.

**LIABILITY RELEASE:** BY PARTICIPATING, YOU RELEASE AND AGREE THAT NEITHER SPONSOR NOR ANY PROMOTION PARTY WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY.

**INDEMNITY:** By participating, you further agree to indemnify and hold harmless the Promotion Parties and their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions, and liability of any kind resulting from or in connection with the Promotion or the Prizes.

**NO WARRANTY:** ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

**DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR WHO IS KNOWLEDGEABLE OF PROMOTION LAW LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE

LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

**USE OF DATA:** All information submitted by you will be treated according to Sponsor's Privacy Policy. By participating in the Promotion 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>.

**ADMINISTRATION:** Administrator is responsible for the processing of Entries and administration of the Promotion. Contact Administrator at its above address with any questions, comments, or problems.

**For a WINNERS LIST:** Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent after all Prizes have been awarded.

**THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY. Participants are providing information to Sponsor.**