

OFFICIAL RULES
2012 Dr Pepper/Circle K Florida Academy of Country Music Awards

NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATE 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: 2012 Dr Pepper/Circle K Florida Academy of Country Music Awards (the **Promotion**)
Sponsor: Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024

Account: Circle K
Administrators: Hipcricket, 11241 Slater Avenue NE, Suite 201, Kirkland, WA 98033
LEVELTWO, 302 North Market Street, Suite 300, Dallas, TX 75202

Eligible States: Florida
Minimum Age: Must be at least 18 or older at time of participation

DATES:

Start Date: 12:00pm Eastern Time ("ET"), January 4, 2012
End Date: 12:00pm ET, February 29, 2012
Entry Receipt Deadline: 12:00pm ET, February 29, 2012
Promotion Period: Start Date through End Date
Drawing Date: March 5, 2012
Winners List Request Deadline: March 31, 2012

ADDRESSES:

Free Entry Address: DP/CK Florida ACMA Free Entry/Rules, C/O LEVELTWO, 302 North Market Street, Suite 300, Dallas, TX 75202
Winners List Address: DP/CK Florida ACMA Winners List, C/O LEVELTWO, 302 North Market Street, Suite 300, Dallas, TX 75202

PRIZES: 1 **Grand Prize:** Trip for two (2) to Las Vegas to attend the Academy Country Music Awards on April 1, 2012. ARV: \$4,212

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

- **TEXT CKMUSIC** to 737737 from your mobile phone. Requires 2-way text message capable phone and digital service. Notice: Your mobile provider may charge you for each text sent/received – please check with your service provider.
- **FREE MAIL IN:** On an official entry form or a 3" x 5" card, print your name and residential address, phone and date of birth. Mail in an envelope with proper postage to the Free Entry Address. Must be legible and complete. No copies. One name on each entry and one entry per envelope.

Trip: Prize includes round trip coach flight for winner and one (1) guest from the major U.S. airport nearest the winner's home to Las Vegas, three (3) nights hotel for two (2), and two (2) tickets to the Dr Pepper Welcome Reception featuring Blake Shelton, two (2) ACMA Telecast tickets and ACM Post Show All Star Jam tickets hosted by the Academy. Winner and guest must travel together on dates designated by Sponsor. Minors traveling with Winner must be accompanied by their parent or legal guardian. Exact travel dates to be determined by Sponsor subject to availability and other restrictions. Sponsor not responsible for flight cancellation/delay. Winner and guest are responsible for any passport and other travel requirements.

Any expense or item not specifically listed is the responsibility of winner.

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

DRAWING: Winners will be selected by random drawing. Odds depend on the number of eligible entries.

PRIZE LIMIT: Limit one prize (valued \$600 or more) per person/household per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates.

NOTIFICATION: Winners will be notified via phone after a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with winner or you do not claim the prize within period specified, the prize may be forfeited. 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 or not 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 step-parents/children/siblings, whether or not living at the same residence.

“Promotion Part(ies)” means Sponsor, its bottlers or distributors, Account, Administrator, 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 of the Promotion, and all of their employees, officers, directors and agents.

GENERAL: By participating, you agree to abide by the Rules and all decisions of Sponsor and its judges and administrators, 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 the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver’s license or government ID) (no P.O. boxes). Documents must be signed by parent/legal guardian of a minor. 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 or not 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 any expense or item not specifically awarded in the Rules.

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, 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 the 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 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).

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 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.

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 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, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

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 once all prizes awarded.

ABBREVIATED RULES

NO PURCHASE NECESSARY. Must be U.S. legal resident residing in Florida, 18 or older. Text CKMUSIC to 737737 1/4/2012-2/29/2012. Requires 2-way text message capable phone and digital service. Notice: Your mobile provider may charge you for each text sent/received. Entries must be rec'd by and promotion ends 2/29/2012. For Official Rules/mail-in entry, print your name and residential address on a 3x5 card & mail to: DP/CK Florida ACMA Free Entry/Rules, C/O LEVELTWO, 302 North Market Street, Suite 300, Dallas, TX 75202. Subject to full Official Rules. Void where prohibited.

LEGAL LINES:

DR PEPPER:

DR PEPPER is a registered trademark of Dr Pepper/Seven Up, Inc. ©2012 Dr Pepper/Seven Up, Inc.

DR PEPPER TEN:

DR PEPPER TEN is a trademark of Dr Pepper/Seven Up, Inc. ©2012 Dr Pepper/Seven Up, Inc.

COMBINED DR PEPPER AND DR PEPPER TEN:

DR PEPPER and DR PEPPER TEN are trademarks of Dr Pepper/Seven Up, Inc. ©2012 Dr Pepper/Seven Up, Inc.

AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY

STATE OF _____

COUNTY OF _____

I, _____, hereby duly sworn say:

I am an **adult**, _____ years of age. I reside at

(Residential Street Address - city, state and zip - no PO Box will be accepted)

My phone numbers are:

Home/Cell: (____) _____ Work: (____) _____ Fax: (____) _____

My Email Address is: _____.

My place of employment is: _____.

My social security number is _____ - _____ - _____.

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Account: Circle K
Administrators: Hipcricket, 11241 Slater Avenue NE, Suite 201, Kirkland, WA 98033
LEVELTWO, 302 North Market Street, Suite 300, Dallas, TX 75202

Eligible States Florida
Minimum Age: Must be at least 18 or older at time of participation

Approximate Retail Value: \$4,212

I am submitting this Affidavit/Release for forwarding to Sponsor with the understanding that it will be relied on to confirm my eligibility in the Promotion.

I represent that I am a U.S. legal resident of an Eligible State and at least the Minimum Age. I also represent that I am not nor are any member of my immediate family or household (whether or not related): (A) an employee, officer or director of any Promotion Party, or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

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

“**Promotion Part(ies)**” means Sponsor, its bottlers or distributors, Account, Administrator, 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 of the Promotion, and all of their employees, officers, directors and agents.

I confirm that:

- I have not used more than one name or residential or email address to enter.
- I completed my own entr(ies) and have not used any automated, form filling, programmed or similar service or system.
- I have entered using my actual name and residential address as on my driver’s license or government ID.

To be valid, this **MUST BE NOTARIZED** and a copy of the Winner's Driver's License or other government identification must be attached

[PARENT/GUARDIAN SIGNATURE] [For eligible Winner or Guest under the age of majority in his/her state of residency]

(Signature of Parent/Guardian of Winner)

(Date)

Printed Name

NOTARIZE

There personally appeared before me _____ this ____ day of _____, 20__ and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the actual name and residential address of the individual signing above is the same as they appear on his/her driver's license or other government identification.

Notary Public for the State of _____

My Commission Expires: _____