

OFFICIAL RULES

2023 MR & MRS T/ROSE'S MIXERS INCENTIVE PROGRAM

VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. PURCHASE IS REQUIRED. GOVERNED BY LAWS OF THE STATE OF TEXAS. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

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

Promotion: 2023 Mr & Mrs T/Rose's Mixers Incentive Giveaway (the "**Promotion**")

Sponsor: DPS Holdings, Inc., 6425 Hall of Fame Lane, Frisco, TX 75034

Account: Buyers Edge Platform, OpCo, LLC

Administrator: Buyers Edge Platform, OpCo, LLC, 307 Waverley Oaks Rd., Suite 401, Waltham, MA 02452

Eligible States: 50 United States and District of Columbia

Minimum Age: The employees who have purchasing authority of the participating establishments contracted through Buyer's Edge Platform, OpCo, LLC's network, who are 21+ at the time of participation.

DATES:

Start Date: 2:01am Pacific Time ("PT") August 1, 2023
End Date: 11:59pm PT, December 31, 2023
Winner Notification Deadline: 11:59pm PT, March 31, 2024
Promotion Period: Start Date through End Date
Drawing Date: March 15, 2024
Winners List Request Deadline: April 30, 2024

ADDRESSES:

Winners List Address: Buyers Edge Platform, OpCo, LLC, 307 Waverley Oaks Rd., Suite 401, Waltham, MA 02452

PRIZES:

5 Grand Prizes: Five (5) all-inclusive vacation packages anywhere within the U.S., including D.C., Puerto Rico, U.S. territories, and Canada, as well as other countries that are not identified by the U.S State Department as Level 4: Do Not Travel, not to exceed an ARV of three thousand U.S. dollars (\$3,000) including airfare, lodging, transit, and meal expenses.

FURTHER PRIZE DESCRIPTIONS/TERMS:

GRAND PRIZE:

Prize follows all terms and conditions stated within these Official Rules.

Any expense or item not specifically listed within these Official Rules is the responsibility of winner.

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

PURCHASE: During the Promotion Period, participating entrants must purchase fifteen (15) cases of Mr & Mrs T and/or Rose's cocktail mixer products, of which five (5) of those cases must be a flavor or product that has not been purchased in the previous six (6) months prior to the time of participation into this promotion (a "Qualifying Purchase"). When an entrant submits an online purchase order, they will be asked to provide the following information: (a) first and last name, shipping address information, billing information, email address, and phone number. The information provided will be tracked and recorded by Administrator to determine which participants have made a Qualifying Purchase during the Promotion Period. For every Qualifying Purchase made throughout the Promotion Period by a participant, the participant will earn one (1) entry

into the sweepstakes for a chance to win one (1) of five (5) Grand Prizes.

ENTRY LIMITS: Qualifying Purchases must be made by the End Date of the promotion. There is no entry limit per entrant. Entrants may not use more than one name, shipping address, phone number, or email address. No use of any automated, form filling, programmed, or similar service or system is allowed.

DRAWING: Potential winners will be selected by random drawing on or before March 15, 2024. Odds depend on the number of eligible entries. **This prize is not transferable and cannot be substituted unless Sponsor allows in Sponsor's sole discretion.**

PRIZE LIMIT: Limit one prize (valued \$3,000) per entrant/household per 12 consecutive months from any promotion sponsored by Sponsor or any of its affiliates. Limit of one prize per entrant/household for this promotion. Prize must be used no later than December 31, 2024. All restrictions apply.

NOTIFICATION: Potential winners will be notified via phone or e-mail. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with potential winner or they do not claim the prize within seventy-two (72) hours, the prize may be forfeited. A potential winner is not deemed to be an actual winner until contact is made with the potential winner, the potential winner returns all necessary information to the Administrator and has been verified as an actual winner by the Administrator.

AFFIDAVIT/RELEASE: Winner and, if applicable, winner's guest(s) 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 who is 21+ at time of participation, current owner/operator (with purchasing authority) of a participating establishment serving Mr & Mrs T and/or Rose's cocktail mixer products. You are not eligible if you or a member of your immediate family or household (whether related) is an employee, officer, or director of any Promotion Party.

"Immediate family" means spouses, parents, children, siblings, and stepparents/children/siblings, whether 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 their employees, officers, directors, and agents.

GENERAL: By participating, you agree to abide by these Official 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 these Official Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and shipping address. 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 entrants. 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 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 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).

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, SPECIAL, EXPLEMPARY, 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 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, SPECIAL, INDIRECT, 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) UP TO THE AMOUNT OF THE TOTAL ARV OF THE PRIZING AWARDED IN THIS PROMOTION 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 Account's and Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Account's and Sponsor's Privacy Policy available at: <https://www.keurigdrpepper.com/en/privacy-policy> and <https://buyersedgeplatform.com/privacy-policy/> and Sponsor's Terms of Use located at <https://www.keurigdrpepper.com/en/term-of-use>.

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.

THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY.

ABBREVIATED RULES

MUST BE OWNER/OPERATOR OF A PARTICIPATING ESTABLISHMENT. Must be U.S. legal resident residing in United States or District of Columbia, 21 or older. Purchase fifteen (15) cases of Mr & Mrs T and/or Rose's cocktail mixer products, including five (5) flavors/products purchased for the first time, 8/1/23 – 12/31/23. Buyers Edge Privacy Policy: <https://buyersedgeplatform.com/privacy-policy/>. Entries must be rec'd by and promotion ends 12/31/23. For full official rules send a SASE to: **Mr & Mrs T/Rose's Mixers** Incentive Giveaway Rules, 307 Waverly Oaks Rd., Suite 401, Waltham, MA 02452. Subject to full Official Rules. Void where prohibited.

Sponsor: DPS Holdings, Inc., 6425 Hall of Fame Lane, Frisco, Texas 75034

AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY

STATE OF _____
COUNTY OF _____

I, _____, hereby duly sworn say:

I certify that I am at least 21 years of age.

My phone numbers are: Cell:(_____) _____

My Email Address is: _____.

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Account:	Buyers Edge Platform, OpCo, LLC
Administrator:	Buyers Edge Platform, OpCo, LLC 307 Waverley Oaks Rd., Suite 401, Waltham, MA 02452
Eligible States:	50 United States and District of Columbia

Approximate Retail Value of Prize: \$3,000.

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 members of my immediate family or household (whether related): an employee, officer, or director of any Promotion Party.

“Immediate family” means spouses, parents, children, siblings, and stepparents/children/siblings, whether 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 their employees, officers, directors, and agents.

I confirm that:

- I have not used more than one name, shipping, or email address to order/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 shipping address.
- Neither I nor anyone in my household has won a prize (valued at \$600 or more) in the last 12 consecutive month period in any promotion sponsored by Sponsor or any of its affiliates.

As provided in the Official Rules, I accept and agree to abide by the Official Rules and all decisions of Sponsor and its independent judging and administration organizations, which are final and legally binding in all respects.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, on prize(s).

If the prize or prizes have an approximate retail value (“ARV”) as listed above of \$600 or more, I have included a signed W9 form.

I also agree to be responsible for any other expenses not specified herein as being awarded.

I agree that the prize cannot be transferred, and no substitutions will be made.

By accepting the prize, I give permission for Sponsor and its designees to use my name and/or likeness for purposes of advertising and trade in any medium, without further compensation, unless prohibited by law.

LIABILITY RELEASE: BY PARTICIPATING, I 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 INJURY AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR MY 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: I 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 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, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

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(Signature of Prize Winner)

(Date)

Printed Name of Winner

NOTARIZE

There personally appeared before me _____ this ___ day of _____, 2024 and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the Winner has sworn under oath that their actual name and age of the Winner at the top of this Affidavit/Release is accurate.

Notary Public for the State of _____

My Commission Expires: _____