# DPSU Image Recognition Uber Promotional Program Terms and Conditions

#### 1. ELIGIBILITY

DPSU Image Recognition Uber Promotional Program (the "Program") begins Wednesday, February 15, 2017 at 12:00:01AM Eastern Time ("ET") and ends on Monday, May 15, 2017 at 11:59:59PM ET ("Reward Period"). Participation in the Program is only open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older.

#### 2. REWARD PROGRAM

Participants may participate in the Program by purchasing two (2) 20oz Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry or Diet Dr Pepper Cherry product (regular, diet, or cherry) (2liter, 1 liter, or cans will not be accepted) in store during the Reward Period ("Qualified Purchase"). Participants who make a Qualified Purchase during the Reward Period will receive one (1) \$5 UBER promo code (Approximate Retail Value ("ARV"): \$5) or one (1) coupon (expires on 6/30/2017) for \$1 off a purchase of 2 - Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry or Diet Dr Pepper Cherry 20oz bottles (ARV: \$1) (collectively a "Reward").

#### 3. HOW TO PARTICIPATE

Purchase two (2) 20oz Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry or Diet Dr Pepper Cherry product and submit an image of the barcode of the Qualified Purchase ("Barcode Image"). All submissions of Barcode Images must be received by Monday, May 15, 2016 at 11:59:59PM ET to be eligible. Participants must have the necessary Equipment (computer or mobile device) and high-speed Internet access in order to participate. Barcode Image must clearly show the barcode in its entirety. Participants should keep their Qualified Purchase. Dr Pepper/Seven Up, Inc. reserves the right to require a participant to provide original barcode for verification purposes upon request. Each eligible Barcode Images with one (1) of the 20oz Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry or Diet Dr Pepper Cherry product received will earn one (1) valid submission into the Program. Participants can submit their Barcode Images by uploading their Barcode Images by texting the keyword "DRPEPPER" to 811811 to receive a text message with instructions. Participant will first receive a text message with opt-out instructions and disclosure for receipt of up to ten (10) automated text messages to the number provided, along with instructions for receipt submission. Limit of 160 characters per text. You will be sent a link to the registration form to register for the Program via text. Complete the registration form by entering your true and correct information in the required fields (required fields include: Zip Code).

# 4. REDEMPTION

Participants must submit their Barcode Image via the method above to receive one (1) Reward. All Barcode Images received will be reviewed and validated within forty-eight (48) hours. Rewards will be awarded upon receipt and verification of the purchase of one (1) 20oz Dr Pepper, Diet Dr Pepper, Dr Pepper Cherry or Diet Dr Pepper Cherry product. Participants will be sent their Reward electronically via text message to the number used during registration. Participants will also be sent instructions for redemption of their Rewards via text. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Rewards. Sponsor is not responsible for any computer related malfunction that prevents the recipient from accessing entry or receiving their Reward via text message. Limit of one (1) Reward per day, per person, per email address, however a participant is able to receive up to a total of ten (10) Rewards throughout the Reward Period.

The value assigned to a Reward is pre-assigned and may not be altered. Rewards become void if transferred, resold or repurposed. All Rewards are subject to verification. A Reward will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the store administrator; (iv) contains printing or other errors; (v) is illegible or unreadable; (vi) has been previously entered or used; (vii) reflects the use of more than an authorized number of coupons for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted by a Participant.

#### 5. UBER RESTRICTIONS

Consumers subject to the full terms and conditions found here: are https://www.uber.com/legal/usa/terms. Uber may, in Uber's sole discretion, create promotional codes that may be redeemed for single use \$5, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Uber establishes on a per promotional code basis ("Promo Codes"). Promo Codes expire in 30 (thirty) days). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Uber; (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Uber establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct Promo Codes or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

# 6. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS

Message and Data Rates may apply to each message sent or received. By texting "DRPEPPER" to 811811, you consent to receive up to six (6) one-time automated text messages to the number you provided from Snipp Interactive Inc. ("Snipp"). You understand that consent is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from Snipp and/or Dr Pepper/Seven Up, Inc. ("Program Sponsor"). Carrier specific charges for text messages may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. Not all mobile devices are supported; Participants may only participate in the Promotion if they are using a supported device. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Sponsor makes no quarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a Barcode Image using SMS messaging. Program Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. Participation in the Promotion is subject to standard data/text messaging rates, which are solely the responsibility of the Participant. You may text STOP to 811811 at any time to exit Program and to stop receiving text messages, or HELP for help. Sponsor's privacy policy is available at <a href="http://www.drpepper.com/\_/legal/us/privacy/">http://www.drpepper.com/\_/legal/us/privacy/</a>.

## 7. YOUR CONSENT

By texting you grant permission and consent to Snipp Interactive, to respond via return text message and must agree to accept all applicable charges associated therewith. The Participant is responsible for any damage/loss due to use of a Reward. Snipp Interactive is not responsible for any malfunction or inconvenience that may occur. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless Dr Pepper/Seven Up, Inc., Snipp Interactive and their respective parents, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any product or service attained through this Program. The Participant is responsible for any damage/loss due to use of a Reward. Dr Pepper/Seven Up, Inc. is not responsible for any malfunction or inconvenience that may occur. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void.

Barcode Images obtained through unauthorized means or illegitimate channels will be void. Barcode Images that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a Barcode Image will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons for the Qualifying Purchase; or (viii) is incorrectly or incompletely entered or submitted. Barcode Images cannot be sold, traded, auctioned or bartered; all of which will be void. Duplicate requests and requests from resellers. dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

### 8. PRIVACY POLICY

Any personally identifiable information collected from Participant during participation in the Program will be collected by Snipp Interactive on behalf of Sponsor, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Snipp Interactive's Privacy Policy as stated at http://www.snipp.com/privacy-policy/.

# **SPONSOR**

Dr Pepper/Seven Up, Inc., 5301 Legacy Drive, Plano, TX 75024