

# Dr. Pepper Las Vegas Getaway

## Official Rules

**1. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES.** The Sweepstakes is available April 20, 2014, through May 19, 2014 (the “**Sweepstakes Period**”). There are two ways to enter the Dr. Pepper Las Vegas Getaway Sweepstakes (the “**Sweepstakes**”). During the Sweepstakes Period, purchase any Dr. Pepper product at any participating SpartanNash Retail Banner Store (a complete list of SpartanNash Retail Banner Stores can be found at [www.spartannash.com/retail/banners](http://www.spartannash.com/retail/banners)) and scan your yes Rewards card at checkout and you will be entered into the Sweepstakes. If during the Sweepstakes Period you purchase a 24 pack of 12 oz. cans or 1 liter Dr. Pepper product at any participating SpartanNash Retail Banner Store and scan your yes Rewards card at checkout, you will receive two entries into the Sweepstakes. You may also enter by hand printing your name, address, zip code, and phone number on a 3-1/2” x 5 card and mailing your entry to: Dr. Pepper Las Vegas Getaway Sweepstakes, P.O. Box 8700, Grand Rapids, Michigan 49518. To be eligible for the Sweepstakes, mail-in entries must be postmarked on or before May 19, 2014, and received by May 24, 2014. Sponsor and its affiliates are not responsible for lost, stolen, postage due, or misdirected entries. Incomplete and illegible entries will be disqualified. You may enter as many times as you would like, but only one name and entry per envelope is allowed. No mechanically reproduced entries will be accepted. Entries become the property of Sponsor and will not be returned.

**2. Eligibility.** Open only to legal residents of the fifty United States (and D.C.), excluding Rhode Island, who are at least eighteen (18) years old at time of entry. Employees of Sponsor and its licensed dealers, agents and affiliates, and employees’ immediate family members are not eligible to win. Immediate family members include relatives living at the same address as an employee. Void where prohibited, taxed, licensed, or restricted by law. All federal, state and local laws and regulations apply.

**3. Drawings.** On or about May 27, 2014, Sponsor will hold a random drawing to select one (1) grand prize winner from all qualifying entries received. Odds of winning will depend on the number of eligible entries received.

**4. Prizes.** One (1) grand prize winner will receive a Las Vegas Getaway including: round-trip coach class airfare for two to Las Vegas, Nevada, and five (5) days’ and four (4) nights’ accommodations for two at the Riviera Hotel and Casino, 2901 Las Vegas Boulevard South, Las Vegas, Nevada 89109. The grand prize includes airfare and accommodations only, all other expenses, such as those related to food, entertainment, hotel services, travel to and from the airport, parking, etc., are the sole responsibility of the winner. The grand prize must be used within one year of the date on which the prize is finally awarded to the winner. Accommodations must be booked at least four months in advance of the trip taking place, and airfare must be booked at least one-hundred and twenty (120) days before the trip. Date restrictions may apply based on availability of accommodations and airfare. Sponsor or someone acting on Sponsor’s behalf will work with the prize winner to schedule the trip. All prizes will be awarded. Prize is not transferable and may not be redeemed for cash. Total approximate retail value the grand prize is \$1,499.00.

**6. General Conditions.** The potential grand prize winner will be notified by mail, email, and/or phone by Dr. Pepper/Seven Up, Inc. within fourteen (14) days of prize drawing at the address, email address, or phone number listed on the entry or associated with the entrants yes Rewards card. If the winner cannot be located or does not respond to claim the prize within ten (10) days after notification, the prize will be awarded to an alternate winner. All federal, state and local taxes are the sole responsibility of the winner. Potential winners may be required to sign a Prize Winner’s Affidavit of Eligibility and Release Form within ten (10) days of notification and prior to receipt of prize. In the event of noncompliance, an alternate winner will be selected. By acceptance of prize, winners agree without limitation to the use of their name, photograph, and/or likeness for publicity purposes without any additional compensation, except where prohibited by law. No substitution of prizes is permitted, except that the sponsor reserves the right to substitute a prize of equal or greater value in the event the prize cannot be awarded as stated. Prizes are transferable at the sole discretion of the Sponsor. Entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Sweepstakes. By participating in the Sweepstakes, entrants agree that Sponsor and its representatives, agencies, affiliates, subsidiaries, directors, officers and employees (collective the “Released Parties”) have and shall have no liability whatsoever for any injuries, losses or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, resulting from the acceptance, possession, use, misuse or

ownership of any prize or participation in the Sweepstakes or participation in any Sweepstakes or prize-related activity. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. Sponsor is not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to errors in the advertising, Official Rules, selection and announcement of the winners and distribution of the prizes. Sponsor reserves the right to terminate or amend the Sweepstakes, in whole or in part, at any time without notice, if any factor, including without limitation non-authorized human intervention, interferes with its conduct as contemplated by these Official Rules, in which event a winner will be selected from all eligible entries received to that point.

**6. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, USE, AND/OR MISUSE OF THE PRIZE AND/OR THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE PRIZE VALUE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, each entrant agrees (except where prohibited) that, by entering the Sweepstakes, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or the prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, any punitive, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any other damages other than damages for actual out-of-pocket expenses (if any).

**7. Force Majeure.** Without limiting any other provision in these Official Rules, the Released Parties are not responsible for or liable to any entrant or winner, or any person claiming through such entrant or winner, for failure to supply the Prize or any part thereof due to any Sweepstakes activity or being affected, as determined by Sponsor in its sole discretion, by reason of (without limitation), (a) any acts of God; (b) any law, rule, action, regulation, order or request by any local, state or federal governmental or quasi-governmental entity or authority (whether or not the law, rule, action, regulation, order or request proves to be invalid); (c) equipment failure; (d) terrorist acts, threatened terrorist acts, air raid, act of public enemy, or war (declared or undeclared); (e) fire, flood, earthquake, blackout, epidemic, or explosion; (f) unusually severe weather, snowfall, flood, tornado or hurricane; (g) embargo, labor dispute, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, or work slow-down; (h) civil disturbance, insurrection, riot, or public assembly; or (i) any other cause uncontrollable by the Released Parties, whether or not specifically mentioned above.

**8. Governing Law.** THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in, or closest to, Kent County in the State of Michigan. The parties agree not to raise the defense of forum non conveniens.

**9. Privacy.** Personal information collected from entrants during the Sweepstakes Period is subject to Sponsor's privacy statement available at <http://t2s.spartanstores.com/> and, except as otherwise provided in these Official Rules, will be treated in accordance with the terms of that statement. Subject to an entrant's decision to opt-out, by entering the

Sweepstakes, each entrant understands that Sponsor and its advertising or promotion agencies may use entrant's information for marketing purposes and to provide entrant with information about Sponsor's products, services and special offers.

**10. Winner's List.** Names of winners and/or a copy of these Official Rules are available upon request by sending a self-addressed, stamped envelope to Spartan Stores, Inc. d/b/a SpartanNash Company, Attn: Dr. Pepper Las Vegas Getaway Sweepstakes, P.O. Box 8700, Grand Rapids, Michigan 49518 by July 31, 2014.

**11. Sponsor.** Sponsored by Spartan Stores, Inc. d/b/a SpartanNash Company, P.O. Box 8700, Grand Rapids, Michigan 49518 ("**Sponsor**").

Dr. Pepper is a registered trademark of Dr Pepper/Seven Up, Inc.