

# MyPanera® x Dr Pepper® Bready, Set, Toss Giveaway

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR A RELEASE OF THE CO-SPONSORS, ADMINISTRATOR, AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**Overview:** MyPanera® x Dr Pepper® Bready, Set, Toss Giveaway (the "Promotion") consists of a sweepstakes (the "Sweepstakes") and an instant reveal game (the "Instant Reveal Game").

**1. Eligibility:** The Promotion is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (not open to legal residents of Alaska or Hawaii), who are at least eighteen (18) years old at time of entry, and who register for the Promotion at [game.playmypanera.com](https://game.playmypanera.com). Employees of Panera, LLC ("Panera"), Dr Pepper/Seven Up, Inc. ("Dr Pepper") (Panera and Dr Pepper are, collectively, "Co-Sponsors"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, and suppliers, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Co-Sponsors' and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize/discount is contingent upon fulfilling all requirements set forth herein.

You must have a MyPanera® account in order to redeem a discount won as part of the Instant Reveal Game. If you do not have an existing MyPanera account, you can create one. MyPanera accounts are free, but subject to the Terms of Service (<https://www.Panerabread.com/en-us/legal/terms-of-use.html>) and Privacy Policy (<https://www.Panerabread.com/en-us/legal/your-privacy.html>). There are two (2) ways to create a MyPanera account:

- (i) Download the Panera Bread App: Download the Panera Bread mobile app (the "Panera App" or "App") to a mobile device, tap the Join MyPanera button located on the main screen of the Panera App, and follow the instructions to create a MyPanera account.
- (ii) Online: Visit <https://www.panerabread.com/en-us/mypanera/sign-up-with-mypanera.html> and follow the instructions to create a MyPanera account.

**2. Co-Sponsors:** Panera, LLC, 1400 South Highway Drive, Suite 100, Fenton, MO 63026 and Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane Frisco, TX 75034. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on November 18, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

**4. How to Enter/Play the Instant Reveal Game and the Sweepstakes:** During the Promotion Period, visit [game.playmypanera.com](http://game.playmypanera.com) ("Promotion Site") and accurately complete and submit the registration form (if you haven't already done so) including providing your first and last name (initials only are not sufficient), a valid email address and selecting one (1) Sweepstakes grand prize package (each a "Sweepstakes Prize Package") from among the available two (2) options for which you would most like to win (on your first visit only). You will receive one (1) Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion, one (1) Sweepstakes entry into the First and Second Prize drawings, and you will advance to the Instant Reveal Game page and receive one (1) Instant Reveal Game play for that day. After playing the Instant Reveal Game page, the Instant Reveal Game results will be instantly displayed; Instant Reveal Game discounts will be fulfilled via the provided email address approximately twenty-four (24) to forty-eight (48) hours after the applicable win. Potential discount winners of the Instant Reveal Game will be provided directions for validation. Panera Instant Reveal Game discounts may only be redeemed by MyPanera members thru the Panera App. Administrator is responsible for the functionality of the Instant Reveal Game.

Limit: Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address associated with his/her/their registration. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Co-Sponsors and Administrator are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations or plays/entries, which will be disqualified. In the event of a dispute as to the identity of any entrant, Co-Sponsors and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Co-Sponsors and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes/discounts won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**Bonus Sweepstakes Opportunities:**

- **Participate in a Poll:** After you enter the Promotion, follow the links and instructions to answer the polling questions to receive three (3) bonus Sweepstakes entries into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and three (3) bonus Sweepstakes entries into the First and Second Prize drawings.

Limit: Up to three (3) bonus Sweepstakes entries, per email address/person, via this method during the Promotion Period.

- **Play the Instant Reveal Game:** If you play the Instant Reveal Game, you will receive one (1) bonus Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and one (1) bonus Sweepstakes entry into the First and Second Prize drawings.

Limit: Up to forty four (44) bonus Sweepstakes entries, per email address/person, during the Promotion Period for this method.

- **Facebook Referral:** After you enter the Promotion, follow the links and instructions to share a message about the Sweepstakes on your Facebook wall. The post will contain a unique link to the Sweepstakes. If a friend subsequently enters the Promotion through the unique link, you will receive three (3) bonus Sweepstakes entries into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and three (3) bonus Sweepstakes entries into the First and Second Prize drawings.

Limit: Up to fifteen (15) bonus Sweepstakes entries, per email

address/person, via this method during the Promotion Period.

- **Click on Facebook Icon:** After you enter the Promotion, follow the links and instructions to click on either of the two (2) available Facebook icons. The two (2) Facebook icons will link to: (i) <https://www.facebook.com/panerabread> and (ii) <https://www.facebook.com/DrPepper/>. By doing so, you automatically will receive one (1) bonus Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and one (1) bonus Sweepstakes entry into the First and Second Prize drawings.

Limit: Up to two (2) bonus Sweepstakes entries, per email address/person, via this method during the Promotion Period.

- **Click on Instagram Icon:** After you enter the Promotion, follow the links and instructions to click on either of the two (2) available Instagram icons. The two (2) Instagram icons will link to: (i) <https://www.instagram.com/panerabread> and (ii) <https://www.instagram.com/drpepper/>. By doing so, you automatically will receive one (1) bonus Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and one (1) bonus Sweepstakes entry into the First and Second Prize drawings.

Limit: Up to two (2) bonus Sweepstakes entries, per email address/person, via this method during the Promotion Period.

- **Click on TikTok Icon:** After you enter the Promotion, follow the links and instructions to click on either of the two (2) available TikTok icons. The two (2) TikTok icons will link to: (i) <https://www.tiktok.com/@panerabread> and (ii) <https://www.tiktok.com/@drpepper>. By doing so, you automatically will receive one (1) bonus Sweepstakes entry into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and one (1) bonus Sweepstakes entry into the First and Second Prize drawings.

Limit: Up to two (2) bonus Sweepstakes entries, per email address/person, via this method during the Promotion Period.

Facebook, Instagram, and TikTok are not sponsors of or affiliated with this Promotion.

**5. Operation of Sweepstakes and Instant Reveal Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

Sweepstakes: Administrator will randomly select each potential Sweepstakes Grand Prize winner on or around January 2, 2025 from all eligible entries received for each applicable Sweepstakes Prize Package. Administrator will randomly select the potential Sweepstakes First and Second Prize winners from all eligible entries received during the Promotion Period, on or around January 2, 2025.

Instant Win Game: Two hundred fifty thousand (250,000) random, computer-generated winning times, one for each discount listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Reveal Game at or after one of the randomly-seeded times, you will be a potential instant recipient of the discount indicated, subject to verification of potential discount recipient's eligibility.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY CO-SPONSORS OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE/DISCOUNT, EVEN IF THE INSTANT REVEAL GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER**

**HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. CO-SPONSORS AND/OR ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize/discount is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by email or phone. The potential Sweepstakes Grand Prize winners (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. Potential Sweepstakes First and Second Prize winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and age to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize/discount cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize/discount is returned as undeliverable, potential winner forfeits the prize/discount. In the event that a potential Sweepstakes Grand Prize, First Prize or Second Prize winner forfeits the prize or is disqualified for any reason, Administrator will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable Sweepstakes prize will remain unawarded. Unclaimed Instant Reveal Game discounts will not be awarded.

## **8. Prize:**

### **Sweepstakes Prizes:**

**TWO (2) CASH GRAND PRIZES\***: Each winner will receive one (1) \$5,000 check and one (1) cornhole game. Approximate retail value ("ARV"): \$5,103.

**TWO (2) "HOMEGATING PACKAGE" GRAND PRIZES\***: Each winner will receive a "HOMEGATING" Package consisting of: one (1) Smart TV with Surround Sound Speaker System; one (1) Soundbar with Wireless Subwoofer; \$1,000 check that can be used for Panera Catering; one (1) cornhole game and one (1) tumbler. ARV: \$5,117.98. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

**THIRTEEN (13) FIRST PRIZES**: A cornhole game. ARV: \$103.

**TWENTY-THREE (23) SECOND PRIZES**: A tumbler. ARV: \$65.

\*Sweepstakes Grand Prize Pools selected upon registration for the Promotion by each entrant; again referred herein as a Sweepstakes Prize Package.

Odds of winning a Sweepstakes Grand prize depend on the number of eligible entries received during the Promotion Period for each Sweepstakes Prize Package.

Odds of winning a Sweepstakes First or Second Prize depend on the number of eligible entries received during the Promotion Period.

**INSTANT REVEAL GAME DISCOUNTS: MYPANERA MEMBERSHIP REQUIRED TO REDEEM ALL MYPANERA INSTANT REVEAL DISCOUNTS:**

Quantity	Description	ARV per Prize/Discount
75,000	20% Off a You Pick Two®; Digital Orders Only	There is no ARV associated with this discount
50,000	\$5 OFF \$25; Digital Orders Only	There is no ARV associated with this discount
50,000	Buy One Whole Sandwich, Salad, or Bowl, get one for \$5; Digital Orders Only	There is no ARV associated with this discount
50,000	20% off your order, maximum of \$5.00; Digital Orders Only	There is no ARV associated with this discount
25,000	Free Dr Pepper® Soda with Purchase; Digital Orders Only	There is no ARV associated with this discount

#### **20% OFF YOU PICK TWO®**

\*Purchase required. Must be a MyPanera member to redeem this discount. Receive 20% off any one (1) You Pick Two® combination meal. Valid only on a digital order (app, kiosk, or web) through January 15, 2025. Participating US cafes only. One time use. **Discount must be redeemed at checkout using code provided by Panera.** Delivery order minimum \$8-10 applies (varies by location). If order contains multiple You Pick Two combination meals, discount applies to lowest priced You Pick Two combination meal. Upcharges due to customer modifications will still apply and will not be discounted. Not valid on catering orders or third-party delivery sites. Not valid with any other coupon or offer. Discount may expire without notice due to error, fraud, computer error, electronic or technical malfunctions, or other unforeseen circumstances. While supplies last. Other restrictions may apply. Visit: <https://www.panerabread.com/en-us/company-information/terms-of-use.html#themypaneraprogram> for complete MyPanera terms.

#### **\$5 OFF \$25:**

\*Purchase required. Must be a MyPanera member to redeem this discount. Receive \$5 off of your digital order of \$25 or more exclusive of rewards/discounts/taxes/fees/charges. Valid only on a digital order (app, kiosk, or web) through January 15, 2025. Participating US cafes only. One time use. **Discount must be redeemed at checkout using code provided by Panera.** Not valid on catering orders or third-party delivery sites. Not valid with any other coupon or offer. Discount may expire without notice due to error, fraud, computer error, electronic or technical malfunctions, or other unforeseen circumstances. While supplies last. Other restrictions may apply. Visit: <https://www.panerabread.com/en-us/company-information/terms-of-use.html#themypaneraprogram> for complete MyPanera terms.

#### **BOGO5:**

Purchase required. Must be a MyPanera member to redeem discount. Purchase one whole sandwich, whole salad, bowl of soup, or bowl of mac and cheese and get a second whole sandwich, whole salad, bowl of soup, or bowl of mac and cheese for \$5, plus applicable taxes. Valid only on a digital order (app, kiosk, or web) through January 15, 2025. Participating US cafes only. One time

use. **Discount must be redeemed at checkout using code provided by Panera.** Discount applies to lowest priced eligible item. Delivery order minimum \$8-10 applies (varies by location). Upcharges due to customer modifications will still apply and will not be discounted. Not valid on breakfast items, bakery items, You Pick Two®, Value Duets, Family Feasts, catering orders, or orders placed on third-party delivery sites. Not valid with any other coupon or offer. Discount may expire or be terminated by Panera without notice due to error, fraud, computer error, electronic or technical malfunctions, or other unusual or unexpected circumstances. While supplies last. Other restrictions may apply. Visit: <https://www.panerabread.com/en-us/company-information/terms-of-use.html#themypaneraprogram> for complete MyPanera terms.

#### **20% OFF ORDER:**

\*Purchase required. Must be a MyPanera member to redeem this discount. Receive 20% off of your digital order (maximum discount available: \$5). Valid only on a digital order (app, kiosk, or web) through January 15, 2025. One time use. **Discount must be redeemed at checkout using code provided by Panera.** Participating US cafes only. Delivery order minimum \$8-10 applies (varies by location). Not valid on Family Feasts, catering orders, or third-party delivery sites. Not valid with any other coupon or offer. Discount may expire without notice due to error, fraud, computer error, electronic or technical malfunctions, or other unforeseen circumstances. While supplies last. Other restrictions may apply. Visit: <https://www.panerabread.com/en-us/company-information/terms-of-use.html#themypaneraprogram> for complete MyPanera terms.

#### **FREE DR PEPPER® WITH PURCHASE:**

\*Must be a MyPanera member to redeem this discount. Offer valid for one free Dr Pepper® (any size) with any purchase. Valid only on a digital order (app, kiosk, or web) through January 15, 2025. One time use. **Offer must be redeemed at checkout using code provided by Panera.** Participating US cafes only. Delivery order minimum \$8-10 applies (varies by location). Not valid on catering orders or third-party delivery sites. Not valid with any other coupon or offer. Offer may expire without notice due to error, fraud, computer error, electronic or technical malfunctions, or other unforeseen circumstances. While supplies last. Other restrictions may apply. Visit: <https://www.panerabread.com/en-us/company-information/terms-of-use.html#themypaneraprogram> for complete MyPanera terms.

Odds of winning an Instant Reveal Game discount depend on the number of Instant Win discounts available divided by the number of eligible Instant Win Game plays.

For Sweepstakes Grand Prize/Instant Reveal Game Discounts: No cash equivalent. Sweepstakes Grand Prize is non-transferable. Instant Reveal Game discounts are transferrable and no substitution will be made except as provided herein at the Co-Sponsors' sole discretion. Co-Sponsors reserve the right to substitute the Sweepstakes Grand Prize or Instant Reveal Game discounts for one of equal or greater value if the designated prize/discount should become unavailable for any reason. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. 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.

The Sweepstakes Grand Prizes, Sweepstakes First Prizes, and Sweepstakes Second Prizes will be fulfilled approximately eight (8) – ten (10) weeks after the conclusion of the Promotion. Limit: One (1) Sweepstakes Grand Prize, one (1) Sweepstakes First Prize, one (1) Sweepstakes Second

Prize and one (1) of each Instant Reveal Game Prize/Discount per person. Total ARV of prizes: \$20,441.96.

**9. Release:** By receipt of any prize/discount, winner agrees to release and hold harmless Co-Sponsors, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize/discount (including any injury or harm related thereto).

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Co-Sponsors' and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Co-Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**11. General Conditions:** Co-Sponsors and/or Administrator reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Reveal Game, or any event or cause beyond Co-Sponsors and/or Administrator control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Reveal Game, including but not limited to fulfillment of the prize(s)/discount(s), as determined by Co-Sponsors and/or Administrator in their sole discretion. In such event, Co-Sponsors and/or Administrator reserve the right to modify the prizes/discounts offered herein and to award the prizes/discounts at random from among the eligible entries or plays received up to the time of the impairment. Co-Sponsors and/or Administrator reserve the right, in their sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Reveal Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner, as well as submitting fraudulent entries/plays. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Reveal Game may be a violation of criminal and civil law, and, should such an attempt be made, Co-Sponsors and/or Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. Co-Sponsors and/or Administrator failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**12. Limitations of Liability:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Promotion, including but not limited to entry process; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (e) any

injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize/discount. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Reveal Game play, if possible. No more than the stated number of prizes/discounts will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes/discounts as set forth in these Official Rules to be available and/or claimed, Co-Sponsors and/or Administrator reserve the right to award only the stated number of prizes/discounts by a random drawing among all legitimate, un-awarded, eligible prize/discount claims.

**13. Dispute Resolution:** Except as set forth below, entrant, Co-Sponsors, and Administrator agree that we will resolve all existing and future disputes between us through binding and final arbitration instead of through court proceedings. Entrant and Co-Sponsors each hereby waive any right to a jury trial of any Claim, as that term is defined below. All controversies, claims, counterclaims, or other disputes arising between entrant, Co-Sponsor(s), and Administrator (each a "Claim") shall be submitted for binding arbitration in accordance with the Consumer Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. Entrant, Co-Sponsors and Administrator each agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to these Official Rules. However, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, scope or formation of these Official Rules including, but not limited to, a claim that all or any part of these Official Rules is void or voidable.

If the entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Co-Sponsors will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. Entrant, Co-Sponsors, and Administrator each also have the right to bring qualifying claims in small claims court. In addition, entrant, Co-Sponsors, and Administrator retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided herein.

Neither entrant, Co-Sponsors, nor Administrator may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only each entrant's, Co-Sponsors', and Administrator's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable law subject to any applicable limitation of liability, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public



injunction” may be awarded only by a federal or state court, which that party shall be permitted to pursue in the appropriate court. If either party seeks a “public injunction,” all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a “public injunction” in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party’s claim or prayer for “public injunctive relief.” Including a claim for “public injunctive relief” in any complaint shall not deprive the arbitrator of any right to hear and adjudicate all other claims in arbitration. In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT, CO-SPONSORS, OR ADMINISTRATOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant, Co-Sponsor(s), and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**14. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**15. Entrant's Personal Information:** Information collected from entrants is subject to the Panera's Privacy Policy <https://www.Panerabread.com/en-us/legal/your-privacy.html> and Dr Pepper/Seven Up, Inc.'s Privacy Policy <https://www.keurig.com/content/privacy-policy>.

**16. Winner List:** For a prize winner list, click [here](#) winner list will be posted after winner confirmation is complete.