2024 Taco Mac College Football Championship Sweepstakes Official Rules

1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW.

2. Eligibility: The 2024 Taco Mac College Football Championship Sweepstakes (the "Sweepstakes") is open only to legal U.S. residents, currently residing in Atlanta Georgia, Chattanooga Tennessee, or Birmingham Alabama, ("Eligibility Area") and who are eighteen (18) years of age or older as of the date of their entry ("Entrant"). Franchisees, employees, directors and officers of Dr Pepper/Seven Up, Inc. ("Prize Fulfillment"), Taco Mac Restaurant Group ("Sponsor"), the National Collegiate Athletic Association ("NCAA"), the Southeastern Conference ("SEC") and any of their respective affiliates, parents, subsidiary companies, and advertising and promotion agencies (collectively, the "Released Parties"), and members of the immediate families (spouses, parents, children, step children, siblings, step siblings, and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing, are not eligible. Employees (and their family members/household) of any retailer where a sweepstakes is promoted or held are excluded from participation in this promotion. The Promotion is subject to all applicable federal, state, and local laws. The Promotion is subject to all applicable federal, state, and local laws. By participating in the Promotion, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Promotion eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, to Sponsor's Conditions of Use; Legal Notices and Privacy Policy; and (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects.

3. Sweepstakes Period: The Sweepstakes begins at 12:00:00 AM Central Standard Time ("CST") on 11/1/24 and ends at 11:59:59 PM CST on 11/29/24 the ("Sweepstakes Period").

4. How to Enter: During the Promotion Period, visit <u>https://tacomac.com/secticket2024/</u> ("The "Promotion Site") or scan the QR code which can be found on promotion point of sale materials at participating stores. The code will take you to the website where you will complete the information requested on the entry form to enter. There is a limit of one (1) entry ("Entry") per person per day throughout the entire promotion period. No incomplete or automated Entries will be accepted. Multiple Entrants are not permitted to share the same email address. Incomplete Entries, Entries generated by script, macro or other automated means, or Entries that do not fully comply with these Official Rules, or Entries which subvert the entry process, in the sole discretion of Sponsor, shall be ineligible. Proof of submission of Entry does not constitute proof of delivery or entry during the Promotion Period. All entries become the exclusive property of Sponsor and will not be acknowledged. In the event of any dispute concerning the identity of any Entrant, the relevant entry will be deemed submitted by the authorized account holder of the email address associated with the Entry and such individual must comply with these Official Rules. To participate in this Promotion, each Entrant will be subject to Sponsor's Terms of Use and Privacy Policy; where applicable.

All Entries must be received during the Sweepstake Period to be eligible. In the event of a dispute as to the person responsible for any Entry, the authorized account holder of the email address provided, or the Mobile Device used to Enter will be deemed to be the participant. The "authorized account holder" of an email address, is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The "authorized account holder" of a Mobile Device is the natural person in whose name the Mobile Device has been issued and the services are billed. Potential winners may be required to show proof of being an authorized account holder. All Entries become the property of Sponsor and will not be acknowledged or returned. Multiple participants are not permitted to share the same email address or Mobile Device. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different email addresses, Mobile Devices,

phones, identities, or any other methods, may void such participant's Entries, at Sponsor's sole discretion. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, untranslatable, incomprehensible, or misdirected Entries. If you chose to participate via a Mobile Device, other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile Device service may not be available in all areas. Check your Mobile Device's capabilities for specific instructions.

Prize Drawing/Prizes/Approximate Retail Value ("ARV"): On or about two (2) business days after the 5. Promotion Period had ended, Sponsor shall perform a prize drawing, from among all Entries received, to select one (1) Prize winner ("Prize Winner"). Once confirmed, as detailed below, the Prize winner will receive two (2) tickets to the 2024 SEC Football Championship Game on December 7, 2024 at Mercedes-Benz Stadium in Atlanta, GA. The total ARV of all prizes available to be awarded in the Promotion is six hundred dollars (ARV: \$600). Transportation throughout Atlanta Georgia during the trip and parking at the SEC Championship Game are NOT included and are the responsibility of the winner. Prize Winner must use tickets on the dates determined by Sponsor in its sole discretion or Prize will be forfeited. All expenses and incidental travel costs associated with prize acceptance and use not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, baggage fees, passenger tariffs or duties, airline fees, surcharges, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of Prize Winner. Travel companion must be twenty-one (21) years of age or older or a minor under the guardianship of the Winner. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Prize Winner will not receive difference between actual and approximate retail value. Prize Winner will not be reimbursed for tickets. Tickets may be subject to their standard rain-check policies and procedures. By accepting ticket Prize, Prize Winner agrees to abide by any terms, conditions and restrictions provided by the ticket. All federal, state, and other tax liabilities arising from accepting a Prize in this Sweepstakes are the sole responsibility of the applicable Prize Winner. The Prize Winner will receive an IRS Form 1099 at the end of the tax year in which they accepted the Prize for the actual value of the Prize awarded. Tickets may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture and may invalidate the license granted by the ticket(s). Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. The decisions of Administrator and Sponsor are final and binding on all matters relating to this Promotion. The potential Prize Winner is not an official winner unless and until Sponsor/Administrator confirms such. Odds of winning a Prize are dependent upon the total number of eligible Entries received throughout the Sweepstakes Period. Prizes are awarded "as is" with no warranty or guarantee, either express implied. All Prize details Sponsor's sole discretion. or are at There is a limit of one (1) Prize per person, for the entire Promotion Period. THIS PROMOTION IS NOT SPONSORED BY THE SOUTHEASTERN CONFERENCE (SEC) OR THE NCAA.

6. Prize Winner Notification/Verification/Prize Restrictions: By participating in this Promotion, participants give their express permission to be contacted by Sponsor by email, mail, or by phone. Prize Winner will be required to sign and return a Declaration of Eligibility and Liability Release and will be required to complete any applicable tax forms, and except where prohibited, Publicity Release ("Declaration") within forty-eight (48) hours of notification. If potential Prize Winner fails to return the completed Declaration within forty-eight (48) hours of notification attempt, or if notification is returned as undeliverable, or if potential Grand Prize and/or First Place winner is deemed ineligible or otherwise not in compliance with these Official Rules, then potential Prize Winner will forfeit the prize. If a potential Prize Winner cannot be contacted via the email provided upon entry, fails to confirm necessary information within the time period required, or if a prize or prize notification is returned as undeliverable, or otherwise not in compliance with these Official Prize Winner will forfeit the prize will go unawarded. A participant is not an official Prize Winner, until participant's eligibility has been confirmed and verification is complete, in Sponsor's sole discretion. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. All winners are subject to verification of eligibility. All material submitted becomes the sole property of the Sponsor and will

not be returned. Use of automated Game Play devices or programs is prohibited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY 7. VIOLATION OF THESE OFFICIAL RULES BY ENTRANTS OR WINNERS OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES AND FORFEITURE OF ANY PRIZE. Sponsor, Administrator and any of their respective affiliates, bottlers, parents, subsidiary companies, and advertising and promotion agencies, and officers, directors, employees and representatives (collectively, "Released Parties") assume no responsibility for late, lost, jumbled, garbled, misdirected, delayed, incomplete, incorrect, or inaccurate Entries, direct messages, mail, or other communications of any kind, whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error. Released Parties are not responsible for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or other services, providers, computer equipment, software, failure of any e-mail, technical problems or traffic congestion on the Internet or at any platform or website, including, without limitation, any injury or damage to participant's or any other person's computer or other device related to or resulting from participation in this Sweepstakes. Released Parties are not responsible for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Prize or in any Sweepstakes-related materials. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including (but not limited to) if, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If such cancelation occurs, Sponsor reserves the right to determine the Prize winners from among all eligible Entries submitted prior to cancellation or as otherwise deemed fair and appropriate by Sponsor. No software-generated, robotic, programmed, script, macro or other automated tweets, comments, posts, statuses, and votes are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online entry; (ii) to have tampered with the participation process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants agree that the Released Parties: (a) shall not be responsible or liable for, and hereby release the Released Parties, from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use the Grand Prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus,

bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted where Sponsor deems fit and the Prizes will be awarded via random drawings from among all eligible Entries received for each drawing up until the time of termination, or in a manner that is fair and equitable as determined by Sponsor. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible Entries received throughout the Sweepstakes Period and overall, up to the time of the impairment. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES. If a court, or other tribunal of competent jurisdiction, shall hold any of the provisions of these Official Rules to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect.

Governing Law/Venue: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED 8. IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF. THE RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN PROMOTIONAL LAW AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF COLLIN OR DALLAS, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

9. Request for the Names of the Winners and/or Official Rules: For the name of the Prize winner, available after the Sweepstakes Period has ended, or a copy of the Official Rules, send a self-addressed stamped envelope specifying "Winners List" or "Official Rules, to be received by 12/29/2024, to 2024 Taco Mac College Football Championship Sweepstakes, 6220 Shiloh Rd # 100, Alpharetta, GA 30005

10. Sponsor: Taco Mac Restaurant Group 6220 Shiloh Rd # 100, Alpharetta, GA 30005 Dr Pepper/Seven Up, Inc. is the official sponsor of the Southeastern Conference. In no way is any retailer referenced throughout these Official Rules the official sponsor of the SEC football conference.

11. Abbreviated Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. Begins on 11/1/24 12:00 a.m. CT and ends on 11/29/24 at 11:59 p.m. CT. Open to legal residents of Atlanta Georgia, Chattanooga Tennessee, or Birmingham Alabama; 18+ at entry. To Enter and for Official Rules, visit ttps://tacomac.com/secticket2024/ Sponsor: Dr Pepper/Seven Up, Inc. 6425 Hall of Fame Lane, Frisco, TX 75034. **DR PEPPER is a registered trademark of Dr Pepper/Seven Up, Inc.** ©2024 Dr Pepper/Seven Up, Inc. Sponsor: Taco Mac Restaurant Group 6220 Shiloh Rd # 100, Alpharetta, GA 30005