

## OFFICIAL RULES

### 2019 KEURIG "AVERAGE JOE" SWEEPSTAKES

**INTERNET AND EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID OUTSIDE THE 50 UNITED STATES AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. 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:** 2019 Keurig "Average Joe" Sweepstakes (the "**Promotion**")  
**Sponsor:** Keurig Green Mountain, Inc. 53 South Avenue, Burlington, MA 01803

**Administrator:** Trymark Consulting Group, L.L.C., 275 Route 10 E, Suite 220-166, Succasunna, NJ 07876

**Eligible States:** 50 United States and the District of Columbia  
**Minimum Age:** Must be at least 18 or older at time of participation

**DATES:**  
**Start Date:** 9:00 AM Eastern Time ("**ET**"), September 23, 2019  
**End Date:** 9:30 PM ET, September 29, 2019  
**Entry Receipt Deadline:** 9:30 PM ET, September 29, 2019  
**Promotion Period:** 9:00 AM ET on September 23, 2019 through 9:30 PM ET on September 29, 2019 (the "**Promotion Period**")

**Drawing Date:** October 2, 2019  
**Winners List Request Deadline:** December 13, 2019

**ADDRESSES:**

**Website:** [www.keurignationalcoffeeday.com](http://www.keurignationalcoffeeday.com) (the "**Website**")  
**Winners List Address:** 2019 Keurig "Average Joe" Sweepstakes - Winners, P.O. Box 295, Gainesville, VA 20156

**PRIZES:**

**(29) Grand Prize packages** Each winner will receive one (1) K-Duo™ Coffee Maker (Approximate Retail Value "ARV" \$169.99), one (1) Keurig® Coffee Station (ARV \$29.99) and a one (1)-year supply of coffee (winner's choice of one (1) flavor, subject to availability) (sixteen (16) K-Cup® Pod Boxes, twenty-four (24) count) (max ARV \$239.84). Total max ARV of each Grand Prize package is \$519.82. Total max ARV of all Grand Prize package prizes combined is \$15,074.78. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

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

- **ONLINE ENTRY:** Go to the Website. Complete and submit the official entry form by providing your first name, last name, date of birth, phone number and email address to receive one (1) entry. Please see Eligibility section below for name and date of birth requirements to submit an entry.

**ENTRY LIMITS:** Entries must be received by 9:30 PM ET on September 29, 2019. Limit 1 total entry per person for duration of Promotion Period. You may not use more than one name or residential or email address. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system.

**DRAWING:** Twenty-nine (29) potential winners will be selected by Administrator in a random drawing on or about October 2, 2019. Odds depend on the number of eligible entries received during the Promotion Period.

**PRIZE LIMIT:** Limit one (1) prize per person, per household and per e-mail address for the duration of Promotion and limit one (1) prize (valued \$600 or more) per person/household per twelve (12) consecutive months from any promotion sponsored by Sponsor or any of its affiliates

**NOTIFICATION:** Potential winners will be notified via email and/or phone. If a potential winner is contacted by phone, Sponsor will make one (1) attempt to leave one (1) message. In the event that any email to a potential winner is returned as undeliverable, any phone number provided by a potential winner is incorrect or no longer in service, a response to any given email or phone call/message is not received within three (3) business days of date of its issuance or a potential winner is not in compliance with these Official Rules, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Sponsor's decisions are final and binding on all matter relating to this Promotion.

**AFFIDAVIT/RELEASE:** Potential winners will be required, in the sole discretion of the Sponsor, to execute and return an affidavit of eligibility and release of publicity/liability within five (5) days of date of issuance of those documents or prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner. The affidavit of eligibility must be notarized and potential winners must attest their name is "Joe" (or a variation of the name, as solely determined by Sponsor) and their date of birth is September 29th. See Eligibility section below for additional details.

## **THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.**

**ELIGIBILITY:** To enter you must be a U.S. legal resident of the 50 United States and the District of Columbia, 18 years of age or older who has reached the legal age of majority in your home state, your name must be "Joe" (or a variation of the name, as solely determined by Sponsor) and your date of birth must be September 29th. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer or director of any Promotion Party, or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

**"Immediate family"** means spouses, parents, children, siblings and stepparents/children/siblings, whether or not living at the same residence.

**"Promotion Part(ies)"** means Sponsor, its bottlers or distributors, 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 of their employees, officers, directors and agents.

**GENERAL:** By participating, you agree to abide by the 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 the 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 residential address (as on your driver's license or government ID) (no P.O. boxes). 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 or not 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 claimants. Sponsor reserves the right to not award all prizes if, in its sole discretion, it determines it has not received a sufficient number of qualified eligible Entries. 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 Official 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 the 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 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 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 OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL 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) 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 Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at <https://www.keurig.com/content/privacy-policy>.

**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 #10 envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.