

## MTN DEW® DEWNITED STATES PROGRAM TERMS & OFFICIAL RULES

**INTERNET ACCESS REQUIRED. YOU MUST USE THE CAMERA FEATURE ON YOUR MOBILE PHONE OR DESKTOP COMPUTER IN ORDER TO PARTICIPATE. VOID WHERE PROHIBITED.**

**1. PROMOTION PERIOD:** The MTN DEW® DEWnited States promotion (the “Promotion”) begins May 18, 2020 at 12:00 p.m. Eastern Time (“ET”) and ends July 11, 2020 at 11:59 p.m. ET (the “Promotion Period”). For the purposes of these Official Rules, a “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET, except for the first day of the Promotion which will begin at 12:00:00 p.m. and end at 11:59:59 p.m. ET. By participating in the Promotion, each eligible individual participant (“Participant”) unconditionally accepts and agrees to comply with and abide by these Program Terms & Official Rules (collectively “Official Rules”) and the decisions of Pepsi-Cola Company (“Sponsor”), whose decision shall be final and binding in all respects. The computer clock of the Sponsor’s webmaster is the official time-keeping device in the Promotion.

**2. ELIGIBILITY:** The Promotion is open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years or older at the time of registration. Employees of Pepsi-Cola Company and its bottlers, their respective parents, subsidiaries, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion (collectively, the “Promotion Parties”) and the immediate family members or persons living in the same household as such individuals (whether related or not) are not eligible for this Promotion.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

**3. HOW TO REGISTER AND CREATE AN ACCOUNT:** Every Participant will be required to register on the Website and create an account (“Account”). To create an Account and register, visit [www.DEWNITED.com](http://www.DEWNITED.com) (the “Website”) during the Promotion Period, and follow the on-screen instructions to submit the registration form by providing your first and complete last name, complete street address (PO Boxes not allowed), ZIP Code, phone number, date of birth and password. Limit of one (1) Account per Participant.

**4. HOW TO PARTICIPATE: The Promotion includes an offer (“Offer”) and a sweepstakes (“Sweepstakes”):**

**A. Offer:**

**COLLECT AND GET:**

- **BUY:** Buy all fifty (50) DEWnited individually designed State bottles (one [1] for each state) in either MTN DEW®, DIET MTN DEW®, or MTN DEW® ZERO SUGAR bottles in the following package sizes: 20 oz, and 24 oz (“Labels”). All fifty (50) individual State Labels do not have to be from the same brand or package size.
- **LOOK UNDER THE CAP:** Look for a unique ten (10)-character alphanumeric code (“Code”) underneath the green bottle caps of the specially marked bottles. Not all brands and package sizes may participate or be available in all areas.
- **LOGIN TO DEWNITED.COM:** Log into your Account using your e-mail address and password or register, enter a Code, and take a “live” photo of your corresponding State label. Limit of twenty (20) Code entries and Label uploads per Participant per day. The “My Account” section of the Website is designed to record all transactions within your Account, including all Code entries, States collected, Grand Prize Drawing entries (defined below) and \$100 Visa prepaid cards received.
- **ENTER THE CODE:** Once you’re signed into the Website, click to enter the valid under-the-cap Code from your specially marked bottle. Once you enter your Code, the Website will launch a desktop or mobile camera. You can only enter twenty (20) Codes per person per day.
- **SCAN THE LABEL:** Place the bottle clearly in front of the camera. Images should be taken in adequate lighting with the Label in full view. Users must allow the Website access to their desktop or mobile camera in order to complete the process. Once the picture has been approved, you will receive a success message, and that State’s bottle will be added to your collection.
- **COLLECT ALL FIFTY (50) AND GET \$100:** Once you collect all fifty (50) DEWnited States Labels and enter the corresponding Codes, you will be eligible to receive a \$100 DEWnited Visa® Prepaid Card (“Offer Item”), subject to verification. Limit of five (5) DEWnited Virtual Visa® Prepaid Card redemptions per Participant during the Promotion Period. You will have the choice of either a physical or digital DEWnited Visa Prepaid Card. Sponsor is not responsible for mail returned as

undeliverable. Allow 8 to 10 weeks for shipment of Offer Items by mail and approximately 7 days for e-mail of digital Offer Items following notification process. Offer Items will only be delivered to addresses within the United States. Once verified, you will be sent an access token for your Offer Item. You must access the token within 3 months of receipt and, once the token is accessed, the Visa Prepaid Card must be used within 6 months or it will expire. Upon expiration, your Visa Prepaid Card will be invalid and no compensation will be given.

**Please note that access to your payment expires 3 months from the date it is issued.** Use your Visa Prepaid Card anywhere Visa debit cards are accepted in the U.S. The Visa Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Pay close attention to the expiration date of the Card.

**Save the caps and Labels for verification purposes (residents of the States of CA, CT, HI, IA, ME, MA, MI, NY, OR and VT, do not remove the Label from the bottle so that the bottle can be returned for deposit).** If any cap, Code or Label is counterfeited, if the cap or Code comes from other games or promotions, or if any part of any cap, Code or Label is illegible, mutilated, eaten or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Code or Label, as applicable, may be rejected and may be deemed void and invalid at Sponsor's sole discretion. Codes and Labels cannot be sold, traded, bartered, assigned or transferred to or shared with a third party, auctioned through an online auction site, or otherwise or obtained through any other source other than the methods mentioned above. Codes and Labels are null and void and will be rejected if not obtained through authorized, legitimate channels.

**B. SWEEPSTAKES ENTRY:** Each time you enter a Code and scan the corresponding Label, you will automatically receive one (1) entry to the "Grand Prize" Sweepstakes drawing. Codes and Labels for a Sweepstakes entry do not have to be from each of the fifty (50) states (Labels can be from duplicate states). Each Code can only be submitted one (1) time.

**NO PURCHASE NECESSARY:** For a free Code, mail in a 3x5 card with your name, complete address, date of birth and email address to MTN DEW® DEWnited States Free Code Request, PO Box 490 Southfield, MI 48037 postmarked by July 4, 2020. Limit one (1) free Code request per stamped hand-addressed outer envelope. A unique URL and one (1) Code will be sent to the e-mail address provided, in your request. Click on the link to the microsite and enter the Code for (1) entry into the Grand Prize Sweepstakes drawing.

Limit of twenty (20) entries per day, regardless of method of entry into the Sweepstakes.

**5. RETAIL SPECIFIC PROGRAMS OR REWARDS:** During the Promotion Period, Sponsor may allow retail account specific programs or rewards limited to certain zip codes (“Local Rewards”) to offer bonus Code opportunities or incentives based on specific products purchased, dates purchased or other promotional offers. Details for any such account specific programs or Local Rewards will be posted on the Website. This will be designated in the Reward description. Local Rewards, if applicable, will only be shown to you based on the zip code you registered with.

**6. SWEEPSTAKES GRAND PRIZE:** One (1) “Grand Prize” will be awarded. The Grand Prize is One Million dollars (\$1,000,000).

**Please consult your tax advisor prior to accepting the Grand Prize and executing an Affidavit of Eligibility to ensure you understand any tax implications that may affect you.**

**7. SWEEPSTAKES GRAND PRIZE DRAWING:** The potential Grand Prize winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. The drawing will be held on or about July 15, 2020. Drawing will be conducted by an independent judging organization whose decision is final and binding. Odds of winning depend upon the total number of eligible entries received during the Promotion Period. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. In no event will more than one (1) Grand Prize be available in the Sweepstakes. 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.

**8. SWEEPSTAKES WINNER NOTIFICATION:** The potential Grand Prize winner will be notified via email and/or phone on or about July 15, 2020. The potential Grand Prize winner will be required to respond within forty-eight (48) hours or Grand Prize will be forfeited and may be awarded to an alternate winner. The Grand Prize winner will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility/Liability Release with, where allowable, a Publicity Release (collectively, "the Releases"). Noncompliance within this time period will result in disqualification and another potential winner may be selected from among all remaining eligible entries received during the Promotion Period. If (i) potential winner does not respond to the email or telephone notification within forty-eight (48) hours; (ii) if any required documents sent to the potential winner are not returned within seven (7) days; or (iii) if any mail is returned as undeliverable without

a forwarding address, then the Grand Prize may be forfeited and awarded to an alternate winner. Upon verification, the Grand Prize will be deposited into the winner's account via direct deposit. Winner will be contacted to make arrangements for the direct deposit. Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of the winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. A prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prize is non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

**9. TAX REPORTING AND WITHHOLDING:** The potential prize winners must be U.S. tax residents and the Grand Prize winner must submit a current, valid and executed Form W-9 with their U.S. tax identification number ("TIN"). Potential prize winner understands that the Sponsor will compare the TIN listed on the submitted Form W-9 with IRS records to confirm that the TIN matches the potential prize winner's name listed on the submitted W-9. If the TIN does not match, no prize will be awarded. If the TIN matches, but the Sponsor is advised by any federal or state government agency that the potential prizewinner is subject to backup withholding, then any award paid will be net of the required withholding. Prize winners are advised that all winnings are subject to federal and state reporting including on Form 1099-MISC (Box 3) and that prize winners are responsible for any federal, state, local income/sales tax or associated withholding tax and the prize winner agrees to indemnify the Sponsor for any such withholding that the Sponsor is required to remit as a withholding agent but has not previously collected from the prize winner.

**10. GENERAL:** Each Participant agrees to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects relating to the Promotion. Each Code and Label can only be used once, subsequent attempts to re-submit or re-use the same Code or Label, will be void. Each Participant can only enter Codes and Labels into one (1) Account. If a person enters Codes and Labels into multiple Accounts, then Sponsor, at its sole discretion, may void any and all such Codes and Accounts and any Participant who created such Accounts will be disqualified from participation in the Promotion and gift cards that are pending may not be fulfilled. Total number of Codes distributed by Sponsor throughout the Promotion Period is approximately one hundred eighty million fifty-five thousand nine hundred fifty (180,055,950) based upon an estimated number of Codes produced at the time of printing of these Official Rules, given away or obtained through one of the methods mentioned above or through the "No Purchase Necessary" method of entry, actual number may vary. Codes have no cash value. Codes and Labels must be entered on the Website

before the end of the Promotion Period and any unused Codes or Labels after this time shall be void. Sponsor assumes no liability for discrepancies, omissions, inconsistencies or errors in the number of Codes entered or Labels uploaded as reported on the Website. This Promotion is subject to the laws of New York State in the United States. No substitution of prize or Offer Item is offered, no transfer of an Offer Item or prize to a third party is permitted and Offer Items and prizes are not redeemable for cash value. You are not eligible to receive an Offer Item or be eligible for the Grand Prize until your Codes and Labels have been submitted and verified in accordance with these Official Rules, and you have fully complied with these Official Rules. **Grand Prize recipient is responsible for all applicable federal, state, and local taxes, and should consult their own tax advisor.** You are not a winner until your Code has been submitted and verified in accordance with these Official Rules, and you have fully complied with these Official Rules.

**11. VERIFICATION:** All caps, Codes and Labels are subject to verification at the sole discretion of the Sponsor. Anti-fraud detection devices may be used for verification purposes. Codes and Labels will be void if they fail to pass anti-fraud detection measures, or, if determined by the Sponsor at its sole discretion, to be unauthorized or illegitimately obtained (e.g., through means other than those stated above) or if they contain an unauthorized code or other marking not issued by Sponsor for use in this Promotion, or if they are defective or if they contain printing or other mechanical errors or are printed or produced in error or if they are illegible or unreadable or blank. No redemption claim or Sweepstakes entry will be valid if such Code entry or Label upload is associated with any Code or Label deemed void for any reason, including without limitation, the following: (a) the Code or Label is not verified or recognized as being validly issued by Sponsor in the Promotion; (b) the Code or Label is determined to have been previously entered and used; (c) the Code or Label is incorrectly or incompletely entered or submitted; (d) the picture of the Label appears to be a digital image of a Label not an actual label; or (e) the Code, corresponding cap or Label is otherwise void. Sponsor shall have no obligation to the holder of any void Code, cap or Label. Notwithstanding the foregoing, Sponsor may, at its sole discretion and without obligation, elect to replace an illegible Code, with another randomly selected Code if appropriate upon request, while supplies last. Sponsor reserves the right to inspect and examine any illegible Code or Label or require proof of purchase prior to issuing a replacement. Replacements shall be issued at Sponsor's sole discretion and may be denied in the event of non-compliance with these Official Rules. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, or any of the Promotion Parties, shall not have any liability or obligation to the holder of a void Code or Label or to any third party, with respect to any void Code or Label. Each Participant fully and unconditionally agrees to be bound by these Official Rules and agrees that the decisions of the Sponsors with respect to Code entry, Label upload or any prize won are final and binding, including without limitation, determinations regarding the validity of labels and caps.

**12. LIMITATIONS OF LIABILITY:** No responsibility or liability is assumed by the Sponsor, or any of the Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website (or by any means of registering for, or participating in any part of, the Promotion): hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or mobile phone communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail or text messaging transmissions to be sent or received; lost, late, delayed or intercepted e-mail or text messaging transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Promotion. The decision of the Sponsor with respect to Code entry, Label scans/uploads and gift card redemptions are final and binding and non-appealable in all respects. Neither the Sponsor nor any of the Promotion Parties are responsible for any typographical or printing errors in the Codes, any indication of the number of used and available Codes or Labels in an Account, any indication of the number of redeemed Visa prepaid cards or these Official Rules, or any inaccurate or incorrect data contained on the Website, including without limitation, the number of Codes entered or Labels uploaded or any personal injury or property damage or losses of any kind which may be sustained by Participant's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion, or use of or download of any information from the Website. Use of the Website is at each Participant's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

**13. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of participation, at any time if any aspect of the Promotion is not capable of running as planned or as intended by these Official Rules for any reason whatsoever, including but not limited to, any occurrences described in Section 11 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion, as determined

by Sponsor in its sole discretion, or if Sponsor determines that more gift card redemption claims are submitted than the number of gift cards offered or that more prize claims are submitted and/or more prize notices are distributed than the number of prizes offered in these Official Rules. In such event, Sponsor shall immediately suspend the Promotion and gift card redemptions and Grand Prize award, and Sponsor reserves the right to award any remaining gift cards or Grand Prize award (up to the total number anticipated) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among the eligible redemption requests or eligible entries received up to the time of the impairment, and neither Sponsor, or any of the Promotion Parties shall have any further liability to any participant in connection with the Promotion.

**14. CONDUCT:** By participating in this Promotion, each Participant hereby agrees to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding and non-appealable in all respects. Participants further agree to be bound by the Terms of Service and the PepsiCo Privacy Policy both which govern activities on the Website. Failure by any Participant in the Promotion to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual from participating in any aspect of Promotion if the Sponsor deems or suspects that such person has engaged in or has attempted to engage in any of the following: (i) acting in violation of these Official Rules or the terms and conditions of the Website; or (ii) damaging, tampering with or corrupting the operation of the Promotion; or (iii) acting with intent to annoy, harass or abuse any other person; or (iv) using of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the Website; or (v) repeated attempts to enter void Codes or Labels in one or more Accounts, as determined by Sponsor; or (vi) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (vii) any activity deemed in the sole discretion of the Sponsors to be generally inconsistent with the intended operation of the Promotion. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS AND THE PROMOTION PARTIES AND NBA ENTITIES HEREBY RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.** The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision

**15. RELEASES:** All Participants, as a condition of participation in this Promotion, agree to release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the



Website, (b) participating in any aspect of the Promotion, (c) the receipt, ownership or use of any gift card awarded, (d) while preparing for, participating in or traveling to or from any Promotion-related activity or (e) any typographical or other error in these Official Rules. Each Participant bears all risk of loss or damage to his/her respective gift card(s) after it has been delivered.

**16. WINNER'S LIST:** For the name of the winner, send a self-addressed, stamped envelope to be received by September 11, 2020 to: MTN DEW® DEWnited States Winner's List, P.O. Box 251328, West Bloomfield, MI 48325.

**17. SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.

**18. PRIVACY POLICY:** Sponsor's privacy policy is available at <http://policy.mountaindew.com/privacy.html>