

**MTN DEW® "FUEL UP.GAME ON." SWEEPSTAKES AT SPEEDWAY®
("SWEEPSTAKES")
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER FOR A CHANCE TO WIN. A
PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS
REQUIRED.**

1. SWEEPSTAKES PERIOD: The Sweepstakes begins on October 26, 2020 at 12:00 AM Eastern Time ("ET") and ends on November 29, 2020 at 11:59 PM ET ("Sweepstakes Period") and consists of thirty-five (35) daily entry periods, each starting at 12:00 AM ET and ending at 11:59 PM ET of each calendar day (each a "Daily Entry Period"). The computer of the Sweepstakes administrator is the official time-keeping device of the Sweepstakes.

2. HOW TO ENTER: During the Sweepstakes Period, visit YearofDew.com ("Website") and follow the instructions. Complete and submit the registration form, create an account ("Account"), and agree to these Official Rules as indicated. Upon clicking the "Submit" button entrant will receive one (1) entry into the applicable Daily Entry Period. See Section 5 for drawing details. **Limit one (1) entry per person/email address per Daily Entry Period.**

All entrants must have a valid email address. The name of the person submitting the entry into the Sweepstakes must be the name of the authorized account holder of the email address used to enter, otherwise, entry may be deemed void. Multiple entrants may not share the same email address. In the event of a dispute over the identity of an entrant, entry will be declared made by the authorized account holder of the email address used during the submission process. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account.

Each entry must be manually key stroked and/or manually entered by the individual entrant. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses, phone numbers and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries or prizes is prohibited and any such person will be disqualified; their entries will be deemed invalid; and any prize won by such person shall be forfeited.

3. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents residing in AL, AZ, CA, CO, CT, DE, FL, GA, IL, IN, KY, MA, MI, MN, NC, NH, NJ, NM, NV, NY, OH, PA, RI, SC, SD, TN, TX, UT, VA, WI or WV (each an "Eligible State") who are eighteen (18) years of age or older at the time of entry. Void where prohibited. Potential winners may be required to show proof of residency and/or age if requested by Sponsor to determine eligibility and as a condition of prize award. Employees of PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, and each of their respective parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Sponsor and Promotion Parties"), Speedway LLC and its participating locations, Sony Interactive Entertainment LLC and its affiliated companies, and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) and household members of such individuals (whether related or not) are not eligible to participate or win.

4. PRIZE DETAILS:

A. Grand Prizes (35 total; 1 per Daily Entry Period): Each grand prize includes one (1) PlayStation®5 console and one (1) CALL OF DUTY®: BLACK OPS COLD WAR Digital Copy (each a "Grand Prize"). No more than thirty-five (35) Grand Prizes will be available in the Sweepstakes, one (1) per Daily Entry Period. The ARV of each Grand Prize is \$558.99.

- B. Secondary Prizes (175 total; 5 per Daily Entry Period):** Each secondary prize includes one (1) CALL OF DUTY®: BLACK OPS COLD WAR Digital Copy (each a "Secondary Prize"). No more than one hundred and seventy-five (175) Secondary Prizes will be available in the Sweepstakes, five (5) per Daily Entry Period. The ARV of each Secondary Prize is \$59.99.
- C. Total ARV:** The total ARV of all prizes is \$30,062.90. If a winner is unable to accept a prize as stated, prize will be forfeited in its entirety.
- D. Odds of Winning:** The odds of winning a prize depend on the number of eligible Sweepstakes entries received during each Daily Entry Period.

5. DRAWINGS: On or around each Monday of the Sweepstakes Period, the administrator will select one (1) potential Grand Prize winner and five (5) potential Secondary Prize winners from among all eligible entries received during the respective Daily Entry Period (each an "Entry Period Drawing"). Each winner is considered a potential winner pending verification of their eligibility and compliance with these Official Rules

All drawings will be conducted by an independent administrative agency, whose decisions are final in all matters relating to this Sweepstakes and the Sweepstakes drawings. Non-winning entries will not carry forward into subsequent Entry Period Drawings. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) prize per person/household per Sweepstakes Period.

The potential Winners are subject to verification of eligibility and compliance with these Official Rules. In no event will more than thirty-five (35) Grand Prizes (one [1] per Daily Entry Period) and one hundred seventy-five (175) Secondary Prizes (five [5] per Daily Entry Period), 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.

6. WINNER NOTIFICATION: After each Daily Entry Period Drawing, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of registration. Failure to provide all required information within the stated time period may result in forfeiture of a winner's right to claim their prize, and may result in the prize being awarded to an alternate winner. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, each prize will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for their prize won. Prize Winners may receive an IRS Form 1099 for the total retail value of the prize. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Each prize will only be awarded to a verified winner.

Sponsor will attempt to notify each 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 a 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. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are 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. Prizes will be delivered via mail and email within eight (8) weeks of winner verification.

7. GENERAL: This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrants' actual out-of-pocket expenses (e.g. costs associated with participating), and entrants further waive all rights to have damages multiplied or increased. No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members. All federal, state and local laws and regulations apply. Any difference between stated value and actual value will not be awarded.

8. CONDUCT: By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEBSITE 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 (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS OF LIABILITY: Speedway LLC, Sony Interactive Entertainment LLC , Activision Publishing, Inc., Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information submitted by entrant, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service or the Website; or (e) any injury or damage to entrants or to any other person's computer or web-enabled device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at the Website and a random drawing may be held from among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of their entries) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the entry process or if their fraud or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR'S OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winners, by

acceptance of a prize, agree to release Speedway LLC, Sony Interactive Entertainment LLC , Activision Publishing, Inc., Sponsor and Promotion Parties, and each of their respective officers, directors, employees, agents, licensors and assigns from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use or misuse of any prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize. Each winner shall bear all risk of loss or damage to their prize and/or prize documentation after it has been delivered. Except where prohibited by law, each winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, their name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor or Promotion Parties.

Sponsor's use of your personal information is subject to the privacy policy located at <https://policy.mountindew.com/privacy.htm>. Any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly-available winner's list.

11. WINNERS' LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Fuel Up. Game On. Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than November 27, 2020.

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

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