

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY BY LEGAL RESIDENTS OF 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. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**MTN DEW® “FUEL UP LIKE A PRO” SWEEPSTAKES AT SPEEDWAY®
 (“SWEEPSTAKES”)
 OFFICIAL RULES**

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

1. SWEEPSTAKES PERIOD: The Sweepstakes begins on June 3, 2020 at 12:00:00 a.m. Eastern Time (“ET”) and ends on August 2, 2020 at 11:59:59 p.m. ET (“Sweepstakes Period”). Multiple entry periods apply; see Section 5. The computer of the Sweepstakes administrator is the official time-keeping device of the Sweepstakes.

2. HOW TO ENTER: During the Sweepstakes Period, go to YearofDew.com (“Website”) and follow the instructions to create an account (“Account”) by completing the registration form, agree to these Official Rules as indicated, and click on the “Submit” button to receive one (1) entry into the corresponding Entry Period Drawing and one (1) entry into the Grand Prize Drawing. See Section 5 for drawing details. **Limit one (1) Account per person.**

Bonus Entry: To receive one (1) bonus entry into the corresponding Entry Period Drawing and one (1) bonus entry into the Grand Prize Drawing, follow the instructions on the Website to play the Fuel Up Like a Pro game.

Limit one (1) initial entry per person/email address per day. Limit one (1) bonus entry per person/email address per day. A “day” is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day.

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; his/her 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 Promotion (collectively, "Sponsor and Promotion Parties"), Speedway LLC and its participating locations, Hendrick Motorsports LLC, Chase Elliott, Chase Elliott Endorsements, LLC, Chase Elliott Foundation, LLC, Chase Elliott Motorsports, LLC, 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:

Grand Prize (1): The Grand Prize consists of a Stage 1 WCF Sim Rig fully equipped with: WCF Monitor Stand, 32" Curved Monitor, Custom Gaming PC, Logitech G29 Wheel and Pedal Set, Wireless Keyboard, Mouse, and Cables and \$100.00 pre-paid debit card. iRacing membership and internet access required for virtual racing not included. Winner can utilize \$100.00 pre-paid debit card towards iRacing membership purchase (<https://www.iracing.com/membership/>). Approximate Retail Value ("ARV"): \$4,550.

Virtual Meet and Greet with race car driver, Chase Elliott, on a private video call:

- Duration: Approximately 60 minutes.
- Valid for 2 people to join the video call.
- To be scheduled at a mutually agreed upon date within three (3) months of award date, based on the Chase Elliot's availability. Blackout dates may apply.
- Recording, screen grabs, or distribution of the session are strictly prohibited, except (1) posed virtual selfie.
- A member of Chase's Team / HMS will facilitate the video call.
- Sharing of login information is forbidden and can result in cancellation of the experience.

Grand Prize Conditions: - Sponsor and Promotion Parties assume no responsibility for cancelled, delayed, suspended or rescheduled events beyond its control.

First Prizes (32 total; awarded 4 per Entry Period): Each First Prize consists of "Free MTN DEW for a Year", awarded in the form of 365 coupons, each good for one (1) free 20 oz. bottle of MTN DEW, redeemable at participating Speedway locations only. Coupons are valid from August 17, 2020 to August 16, 2021 and are subject to terms and conditions as stated on coupon. ARV: \$762.85 each.

If a winner is unable to accept a prize as stated, prize will be forfeited in its entirety. Total ARV of all prizes is \$30,761.20.

5. DRAWINGS:

GRAND PRIZE DRAWING: One (1) Grand Prize winner will be randomly selected on or about August 5, 2020 from among all eligible entries received (the "Grand Prize Drawing"). Odds of winning the Grand Prize depend on the number of eligible entries received for the entire Sweepstakes Period.

ENTRY PERIOD DRAWINGS: Potential First Prize winners will be selected in a random drawing to be held on or about each Drawing Date from among all eligible entries received by the End Dates listed in the schedule below (each an "Entry Period Drawing"). **Entries will not carry forward to subsequent Entry Period Drawings.** Odds of winning a First Prize depend on the number of eligible entries received for a given Entry Period. See Section 5 for prize allocation per Entry Period.

All drawings will be conducted by an independent judging agency, whose decisions are final. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) First Prize per person/household. The winner of a First Prize is eligible to win the Grand Prize.

Entry Period	Start Date	End Date	Drawing Date
1	06/03/20	06/09/20	06/12/20
2	06/10/20	06/16/20	06/19/20
3	06/17/20	06/23/20	06/26/20
4	06/24/20	06/30/20	07/03/20
5	07/01/20	07/07/20	07/10/20
6	07/08/20	07/14/20	07/17/20
7	07/15/20	07/21/20	07/24/20
8	07/22/20	08/02/20	08/05/20

6. 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. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the prize becomes unavailable. Unclaimed prizes will not be awarded. 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. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Grand Prize Winner will receive an IRS Form 1099 for the retail value of their prize. 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 other expenses on the receipt and use of a prize not specifically mentioned herein are solely the

responsibility of the winner. Any portion of a prize not accepted or used by winner will be forfeited. Any difference between stated value and actual value will not be awarded.

7. CONDUCT: By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the judges 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.

8. LIMITATIONS OF LIABILITY: Sponsor, Promotion Parties, and Speedway LLC 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 his/her 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 his/her 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.

9. WINNER NOTIFICATION: Potential winners will be notified by email and will be required to sign and return an Affidavit of Eligibility/Liability Release ("Affidavit") with (where lawful) a publicity release. The Affidavit must be returned within seven (7) days as indicated on the Affidavit. . Failure to return the Affidavit within the specified number of days may result in prize forfeiture.

Sponsor, Promotion Parties, and Speedway LLC are not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address, which may result in a potential winner not receiving prize notification. If any prize notification or prize is returned as undeliverable, if a potential winner does not respond to the notification (as instructed within the notification email), if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited. If a prize is forfeited, it will be awarded to an alternate winner selected via a random drawing from among all remaining entries received for the applicable Entry Period (for First Prizes) or from among all remaining entries received for the Grand Prize Drawing (for the Grand Prize, time permitting). Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to eligible entrants residing within an Eligible State. First Prizes will be delivered via mail within ten (10) weeks of winner verification.

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, Speedway LLC, Hendrick Motorsports LLC, Chase Elliott, Chase Elliott Endorsements, LLC, Chase Elliott Foundation, LLC, Chase Elliott Motorsports 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 his/her 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, his/her 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.mountaindew.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, send a self-addressed stamped envelope by August 5, 2020 to: MTN DEW "Fuel Up Like A Pro" Sweepstakes at Speedway Winners' List, 25200 Telegraph Rd Suite 405 Southfield, MI 48033.

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

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