

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**DEW OVER ROAST & TOAST SWEEPSTAKES (“SWEEPSTAKES”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on June 25, 2021 at 12:00:00 a.m. Eastern Time (“ET”) and ends on July 2, 2021 at 11:59:59 p.m. ET (“Sweepstakes Period”). The time clock of the computer administering this Sweepstakes is the official timekeeping device for this Sweepstakes.
- 2. HOW TO ENTER:** During the Sweepstakes Period, use your Twitter account to tweet *how you uniquely celebrated 2020* and include the hashtags #DewDoOver and #Sweepstakes (an “Entry”) to receive one (1) entry into the random drawing. Both Hashtags **MUST** be included in order for your Entry to be valid. By using the Hashtags, you are consenting to receive direct messages via Twitter if you are selected as a potential winner.

You must be a registered user of Twitter and follow Sponsor’s handle @MountainDew on twitter.com/mountaindew (also the “Web Site”). If you do not have a Twitter account, follow the onscreen instructions to register for a free Twitter account at <http://twitter.com>. To become a follower of @MountainDew, visit twitter.com/mountaindew and choose to follow. Your Twitter setting must be set to “unprotected” and “public” in order for your Entry to be viewable by Sponsor and Administrator (both defined in Section 4) and allow direct messages from anyone so that you may be contacted by Administrator if you are selected as a winner. Additional entry conditions and guidelines apply, see below and Section 3. **Limit one (1) Entry per person/Twitter account per day.** A “day” is defined as the twenty-four (24) hour time period between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day. Proof of delivery or receipt of an Entry will not be deemed by the Sponsor as proof of entry into this Sweepstakes.

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 social media accounts or IP addresses may be blocked. If it is discovered that an entrant used multiple social media accounts or manipulated their contact information, for the purpose of obtaining more than the stated number of Entries, such persons will be disqualified and all Entries shall be deemed invalid and any prize awarded to them shall be forfeited.

Entries will not be judged. Any content included within the Entries will not be judged or used in any way to determine the potential winners.

The name of the person submitting an Entry into the Sweepstakes must be the name of the authorized account holder of the Twitter account used to enter, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized account holder of the Twitter account used during the entry process. The potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such account.

If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data and message charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely

responsible for any such wireless charges. Mobile entry is not required to submit an Entry or win a prize in this Sweepstakes.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT THEIR ENTRY MAY BE POSTED ACROSS ANY OR ALL OF SPONSOR'S DIGITAL AND SOCIAL ASSETS, AT SPONSOR'S DISCRETION. By submitting an Entry, you also grant to Sponsor full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry and the contents thereof, in any way and for any purpose whatsoever in the sole discretion of Sponsor, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose without notice or compensation to entrant. By granting permission for such use, you expressly release Sponsor from and against any claims arising out of production, distribution, publication, broadcast, or exhibition of the submitted Entry.

3. ENTRY GUIDELINES: By submitting an Entry, you agree that your submission is gratuitous and made without restriction and will not place the Sponsor under any obligation. The Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that the Sponsor has no obligation to use or post any Entry you submit.

By submitting an Entry, you warrant and represent that it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Each entrant will indemnify and hold harmless, the Sponsor and Promotion Parties (defined in Section 4) from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including the Sponsor's use of such Entry, in a form satisfactory to Administrator, upon request, prior to awarding of prize.

As determined by the Sponsor, in its sole discretion, Entries must meet the following guidelines: (a) Must comply with these Official Rules and The Twitter Rules found at <https://help.twitter.com/en/rules-and-policies/twitter-rules>, respectively. (In the event of a conflict between the Sweepstakes Official Rules and The Twitter Rules, the Sweepstakes Official Rules shall govern.); (b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, political, religious, professional or age group, profane or pornographic, or contain nudity; (c) Cannot promote alcohol, marijuana, illegal drugs, tobacco, vaping, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) Cannot be obscene or offensive, endorse any form of hate or hate group; (e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about the Sponsor, its customers or its products, or other people, products or companies; (g) Cannot contain trademarks, logos or trade dress owned by others (except the Sponsor's), or advertise or promote any brand or product of any kind (except the Sponsor's), without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (h) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by the Sponsor) without permission; (i) Cannot contain background artwork, unless it is an original work of the entrant; (j) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant, without permission; (k) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate; and (l) Cannot depict, and cannot itself, be in violation of any law.

If the Sponsor, at any time during the Sweepstakes Period, receives a complaint (including but not limited to a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in an Entry, the Sponsor reserves the right to remove such Entry and Entry will be deemed void and ineligible to receive a prize.

ENTRIES POSTED ON ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR SPONSOR'S SOCIAL MEDIA ASSETS (IF ANY) WERE NOT EDITED BY THE SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF THE SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by the Sponsor does not constitute a general waiver of any obligation to entrants. The Sponsor reserves the right to waive the submission requirements set forth herein in its reasonable discretion.

4. ELIGIBILITY: The Sweepstakes is open only to legal residents residing in the forty-eight (48) contiguous United States or the District of Columbia who are eighteen (18) years of age (nineteen [19] for Alabama and Nebraska) or older at the time of participating. Void in Alaska, Hawaii and where prohibited. Potential winners may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility and as a condition of prize award. The following persons are not eligible to participate or win: Employees, contractors, directors and officers of PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, Genesco Sports Enterprises ("Administrator"), 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, "Promotion Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes).

5. DRAWING: The potential winners will be selected in a random drawing on or about July 5, 2021 from among all eligible Entries received by the Administrator whose decisions are final and binding. Odds of winning depend on the number of eligible Entries received. Entries submitted for this Sweepstakes are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) prize per person/household.

6. PRIZE DETAILS: Three (3) **Grand Prizes** will be awarded each consisting of \$1,000.00 (awarded in the form of a check, payable to winner) and two (2) cans of MTN DEW® Cake Smash. Approximate Retail Value ("ARV") of each Grand Prize is \$1,004.00. **Nine hundred ninety-seven (997) First Prizes** will be awarded each consisting of two (2) cans of MTN DEW® Cake Smash. ARV of each First Prize is \$4.00. Winner must accept prize as stated by Sponsor or prize may be forfeited. Total ARV of all prizes is \$7,000.00.

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. No substitution of prize is offered, no transfer of prize to a third party is permitted and a non-cash prize 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 a prize becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this Sweepstakes, entrant agrees 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. Winners may receive an IRS Form 1099 for the retail value of their prize, if applicable. 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 for any reason will be forfeited. 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 Sponsor and/or Administrator 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 A SOCIAL MEDIA PLATFORM ASSOCIATED WITH THIS SWEEPSTAKES 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:** Sponsor, Promotion Parties, and Twitter, Inc., 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 any Web Site associated with the Sweepstakes and/or any network or wireless service or any combination thereof; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to entrants or to any other person's computer, mobile device or property 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, including but not limited to Acts of God, pandemics, epidemics, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes (including prizes), 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 on Sponsor's social media site (@MountainDew on Twitter) 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 the entrant 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' NEGLIGENCE, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

10. **WINNER NOTIFICATION:** Potential winners will be notified via direct message ("DM") through their Twitter account and will be required to respond to the notification (as stated within the notification) within seventy-two (72) hours, indicating whether he/she can accept the prize and/or to capture contact information, including date of birth and a valid email address. Failure to respond to a notification (as stated above) within the specified number of hours may result in prize forfeiture. Grand Prize winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release ("Affidavit") with (where lawful) a publicity release within five (5) days as indicated by the date on the Affidavit. If any potential winner is (a) disqualified, found to be ineligible or not in compliance with these Official Rules; (b) declines to accept a prize; (c) does not reply to notification as stated above; or (d) does

not return required documents within the time period stated, the prize may be forfeited and 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. Sponsor and Promotion Parties are not responsible for any undelivered emails or unanswered DM's, including without limitation, emails or DM's that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes DM or email, including any winner notification email, to a spam or junk folder. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Sponsor and Promotion Parties are not responsible for suspended or discontinued wireless, land line or online service or change in mailing address which may result in a potential winner not receiving initial prize notification or prize. Prizes will be awarded via mail within six (6) to eight (8) weeks of winner verification. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given.

11. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, Twitter, Inc., and each of their respective officers, directors, employees, agents, licensors and assigns), and 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 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 and its designees and assigns the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, voice, statement, picture or other likeness, and the Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) at any time or times, for advertising, trade, publicity and promotional purposes, as may be determined by Sponsor or Promotion Parties, in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law.

Sponsor's use of your personal information is subject to the privacy policy located at <http://policy.pepsi.com/privacy.htm>. Any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g. direct messages, 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.

12. WINNER'S LIST: For the names of the grand prize winners, send a self-addressed stamped envelope by August 5, 2021 to: Dew Over Roast & Toast Sweepstakes Winner's List, c/o GSE, PO Box 130, Dept. 21-8129, Glencoe, MN 55336-0130. VT residents only may omit return postage.

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

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to the Sponsor and not to Twitter.