

## 2019 Mtn Dew®/Speedway “Free Mtn Dew for a Year” PROMOTION (“PROMOTION”)

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY.**

**1. PROMOTION PERIOD:** Promotion begins at 12:00:00 a.m. ET on September 1, 2019 and ends at 11:59:59 p.m. ET on September 30, 2019 (“Promotion Period”).

**2. HOW TO PARTICIPATE:** During the Promotion Period, you can participate via the following methods:

- (a) QR Code Entry:** Look for a QR code on Pepsi display materials and scan the code to play from your mobile device (“Mobile Device”). By scanning the QR code, you will be taken to the URL [www.freedewspeedway.com](http://www.freedewspeedway.com) (the “Website”) and advised to follow the on-screen registration instructions. Once you have provided the required information, click “ENTER” to scratch the football helmet “Game Play” to see if you are an instant winner. All Game Plays must be submitted by 11:59:59 p.m. ET on 9/30/19. Message and Data rates may apply if participating via a mobile device.
- (b) Internet Participation:** To play via the Internet for free and without scanning the QR code, visit [www.freedewspeedway.com](http://www.freedewspeedway.com) and follow the on-screen registration instructions. Once you have provided the required information, click “ENTER” to scratch the icon and see if you are an instant winner. All Game Plays must be submitted by 11:59:59 p.m. ET on 09/30/19. Data rates may apply if participating via a mobile device.

Limit one (1) Game Play per day per person regardless of method of entry. 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. The time clock of the Promotion administrator is the official clock for this Promotion.

In the event of dispute over the identity of a potential winner, a Game Play will be declared made by the authorized account holder of such email address or wireless phone number submitted at the time of Game Play, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address or wireless phone number. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email, wireless phone number or postal address during the Promotion Period. To notify Sponsor of any changes in address, email address or phone number, email [freedewspeedway.com](mailto:freedewspeedway.com) and provide the new information. Include “Free Dew For A Year/Contact Changes” in the subject line. Each Game Play must be manually keystroked and manually entered by the individual participants; automated and/or repetitive electronic Game Plays (including but not limited to Game Plays made using any script, macro, bot or promotion service) will be disqualified and transmissions from these or related email/IP addresses or wireless phone number may be blocked.

**3. ELIGIBILITY:** Open only to individuals who are legal residents of the United States, residing in NY, OH, KY, IN, MI, PA, NJ, RI, DE, MA, CT, NH, NM, AZ or FL and who are eighteen (18) years of age or older at the time of registration. Employees, contractors, directors, and officers of PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, Speedway and each of their respective parents, subsidiaries 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”) and the immediate family members (spouse, parent, child, sibling, grandparent, and/or

“step” of each) and those living in the same households as such employees whether related or not are not eligible to participate.

**4. INSTANT WIN PRIZES:** The following prizes (each a “Prize”) will be awarded randomly and in no particular order.

Prize Description	# available	Approx. Retail Value	Awarded By
One (1) “Free Mtn Dew for a Year Coupon Book” - (365 printed coupons valid for one (1) free 20 oz bottle of Mtn Dew per day. Redeemable at any Speedway location.	30	\$730	9/30/19

**5. WINNER SELECTION, VERIFICATION AND ODDS:** Thirty (30) Prizes will be available to be won during the Promotion Period. . Prizes are redeemable only through the valid link provided at the time of Instant Prize Notification. In the event that the potential winner does not click on the valid link to claim their prize, their prize will be forfeited and no compensation will be given.

**FAILURE TO ACCEPT THE PRIZE AND IMMEDIATELY COMPLETE THE WINNER VALIDATION FORM WILL RESULT IN PRIZE FORFEITURE. *Unclaimed prizes will be awarded in a Second Chance Drawing described in Rule 6 below.*** Limit one (1) prize per person, household, street address, and/or email address during the Promotion Period.

Potential instant win prize winners may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within five (5) days of notification that he/she is a potential winner. No potential winner will be an official winner until any required paperwork has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit all required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner. Upon forfeiture of any prize, no compensation will be given.

**Odds of winning:** Prizes will be awarded based on a computer-generated formula seeded throughout the Promotion Period. Odds of winning any prize depend on the number of valid Game Plays, number of prizes remaining in the Promotion at the time of Game Play and the number of days remaining in the Promotion Period.

**6. SECOND CHANCE DRAWING:** A Second Chance Drawing will be held on or about October 4, 2019 for any unclaimed prizes. Drawing will be conducted by an independent judging organization whose decisions are final. Second Chance Drawing winners will be randomly selected from all eligible non-winning Game Plays received during the Promotion Period. Odds of winning the second chance drawing depend upon the number of unclaimed prizes and the number eligible non-winning Game Plays throughout the Promotion Period. Limit one (1) prize per person, wireless account, household or address. Second Chance Drawing winners will be notified by email within one (1) day of the drawing at the email addressed used at registration.

**7. GENERAL:** This Promotion is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. Except as determined by Sponsor in its sole discretion, 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. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners will receive an IRS Form 1099 for the retail value of the prize. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. Any portion of a prize not accepted by winner will be forfeited. Any difference between

stated approximate value of prize and actual value of prize will not be awarded. Prizes will only be delivered to street addresses located within NY, OH, KY, IN, MI, PA, NJ, RI, DE, MA, CT, NH, NM, AZ and FL .

**8. CONDUCT:** By entering this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at throughout the Promotion Period. Any information collected shall be in accordance with the Pepsi-Cola Company's Privacy policy available at <http://policy.pepsi.com/privacy.htm>. 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 Promotion or any website; 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 UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, incomplete 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 Promotion; (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 Promotion; (d) inaccessibility or unavailability of the Internet or the Website or cellular phone service or any combination thereof; (e) any injury or damage to participants or to any other person's computer or mobile phone which may be related to or resulting from any attempt to participate in the Promotion or download of any materials in the Promotion, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit a participant's ability to participate in the Promotion. Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Promotion based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes. In the event, there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

If, for any reason, the Promotion 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 Promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these

Official Rules) 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 all eligible, non-suspect Game Plays received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Promotion. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Promotion. IN NO EVENT WILL SPONSOR AND PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS PROMOTION, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

**10. WINNER RELEASES:** All entrants, as a condition of participating in the 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 submitting an entry or otherwise participating in any aspect of the Promotion, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Website) the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

**11. WINNERS LIST:** For the names of the prize winners, send a self-addressed, stamped envelope, postmarked by 12/1/19 to **"2019 PEPSI® Free Dew for a Year"** Winners List c/o PSG, PO Box 941459, Maitland, FL 32794-1459.

**12. SPONSOR:** Pepsi-Cola Company, 28345 Beck Road, Ste 200, Wixom, MI 48393.

PEPSI-COLA, PEPSI, the Pepsi Globe, MTN DEW and the Mtn Dew Logo are registered trademarks of PepsiCo, Inc.