

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES 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.

**MTN DEW® SPACE HEIST SWEEPSTAKES (“SWEEPSTAKES”)
OFFICIAL RULES**

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

1. SWEEPSTAKES TIMING: The Sweepstakes consists of five (5) separate entry periods as outlined in the table below. The time clock of the Administrator’s (“Administrator” as defined in Section 3) computer is the official timekeeping device for this Sweepstakes.

Entry Period	Start Date/Time	End Date/Time	Drawing Date
1	01/04/23, 1:00:00 p.m. ET*	01/04/23, 11:59:59 p.m. ET	01/05/23
2	01/06/23, 1:00:00 p.m. ET	01/06/23, 11:59:59 p.m. ET	01/07/23
3	01/09/23, 1:00:00 p.m. ET	01/09/23, 11:59:59 p.m. ET	01/10/23
4	01/11/23, 1:00:00 p.m. ET	01/11/23, 11:59:59 p.m. ET	01/12/23
5	01/13/23, 1:00:00 p.m. ET	01/13/23, 11:59:59 p.m. ET	01/16/23

*Eastern Time (“ET”)

2. HOW TO ENTER: During each Entry Period, visit MountainDew.com (the “Website”) and follow the instructions to complete the online entry form, complete a challenge, and submit your entry to receive one (1) entry into the random drawing corresponding to the Entry Period in which your entry was received. See Section 4 for drawing details. **Limit one (1) entry per person/email address per Entry Period.**

All entrants must have a valid email address. The name of the person submitting the entry into the Sweepstakes must be 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 entry process. A potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email account.

Each entry must be manually keystroked 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 any such scripts, macros, bots or sweepstakes services or related email addresses or IP addresses may be blocked. If it is discovered that an entrant used multiple email addresses, phone numbers and/or mailing addresses, or manipulated such information for the purpose of obtaining more than the stated number of entries, such person will be disqualified and any prize won, shall be forfeited.

If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data 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.

3. ELIGIBILITY: Open only to legal U.S. residents residing in one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age (19 in Alabama and Nebraska) or older at the time of entry. 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, Inc. (“Administrator”), and each of their respective parent, subsidiary and affiliated companies, participating locations, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (“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). No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members.

4. RANDOM DRAWINGS: One (1) potential winner will be selected for each Entry Period in a random drawing on or about each Drawing Date listed in Section 1 from among all eligible entries received for the corresponding Entry Period (each an “Entry Period Drawing”). Entries will not carry forward to subsequent Entry Period Drawings. All drawings will be conducted by the Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received for a given Entry Period Drawing. 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.

5. PRIZE DETAILS: A total of five (5) prizes will be awarded (one (1) for each Entry Period). Each winner will receive one (1) 12 pack of 12 oz. cans of MTN DEW PITCH BLACK®, one (1) MTN DEW PITCH BLACK® branded sweatshirt, and one (1) MTN DEW PITCH BLACK® poster. Approximate Retail Value (“ARV”) of each prize: \$75.00. Total ARV of all prizes is \$375.00.

6. WINNER NOTIFICATION: The potential winners will be notified by email within one (1) business day of the applicable random drawing. The email will provide information regarding how to claim the prize. The prize must be claimed within seventy-two (72) hours of email notification or prize may be forfeited and awarded to an alternate winner. If any prize notification or prize is returned as undeliverable, a potential winner does not properly claim their prize (as instructed within the notification); a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited and awarded to an alternate winner. Prizes will only be awarded to individuals residing within the United States (including the District of Columbia). Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Prizes will be shipped within six (6) to 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. Void where prohibited. The 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. 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 a prize or any portion thereof becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this Sweepstakes, entrants 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. Winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Any portion of a prize not accepted or used by a 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 the Sponsor and Administrator which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor and Administrator reserve the right, at their 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 or Administrator to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor or Administrator 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: 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; (e) suspended or discontinued Internet or wireless service; (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; (g) any suspended or discontinued Internet or wireless service or a change in winner's email address which may result in a potential winner not receiving a prize notification; or (h) any undelivered or unanswered emails, including without limitation, emails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. 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, then Sponsor and Administrator reserve the right, at their 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 will be held from among all eligible, non-suspect entries received prior to such time. Sponsor and Administrator reserve the right, at their 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 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 OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.**

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, 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 and property, including bodily injury and death, which may be sustained in connection with accessing the Website, 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. Winners shall bear all risk of loss or damage to their prize and/or prize documentation after it has been delivered. Prize is awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty included in the prize packaging. Except where prohibited by law, winners grant to Sponsor and its designees the right to print, publish, broadcast and use winner's name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor, 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 contact.pepsico.com/mtndew/privacy-policy. Any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g., DM's, 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 winners' list.

11. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope by February 21, 2023 to: Mtn Dew Space Heist Sweepstakes Winner's List, PO Box 130, c/o GSE, Dept. 22-8108-10, Glencoe, MN 55336-0130.

12. SPONSOR: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.

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