

MTN DEW® Recharge Retreat Contest & Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING.

1. PROMOTION ENTRY PERIOD: The MTN DEW Recharge Retreat Contest & Sweepstakes (the "Promotion") starts on October 13, 2020 at 9:00 a.m. Eastern Time ("ET") and ends on October 27, 2020 at 11:59 p.m. ET ("Promotion Period"). The Promotion will consist of both a contest of skill ("Contest") and a random draw sweepstakes ("Sweepstakes"), as described herein.

2. ELIGIBILITY: Promotion is open to legal residents of the fifty (50) United States and the District of Columbia residing in Connecticut, New York, New Jersey, Vermont, Massachusetts, Delaware, Pennsylvania, Kentucky, Michigan, Indiana and Ohio who are at least eighteen (18) years of age and the legal age of majority in the jurisdiction in which they reside who have an active 2020 fishing or hunting license. Employees, agents, officers and directors of Pepsi-Cola Company ("Sponsor"), and any/all participating parties and endorsers of the Promotion (collectively with Sponsor, the "Promotion Entities"), and their respective parents, directors, employees, subsidiaries, affiliates, franchisees, divisions, representatives, contractors, and advertising, promotion, fulfillment and marketing agencies (collectively, "Released Parties") and their immediate families (parents, spouses, children and siblings and their respective spouses, regardless of where they reside), and household members, whether or not related, are not eligible to enter or win. Void outside of Connecticut, New York, New Jersey, Vermont, Massachusetts, Delaware, Pennsylvania, Kentucky, Michigan, Indiana and Ohio and where prohibited. Promotion is subject to all applicable federal, state and local laws. The information you provide as detailed below will only be used for Promotion purposes.

3. HOW TO ENTER: During the Promotion Period, visit www.DewRechargeRetreat.com (the "Website") and follow the directions provided to complete the entry form, including answering four (4) questions in essay form of no more than 500 characters and submit to receive both one (1) "Contest Entry" which will be judged for the opportunity to receive Contest Grand Prize and one (1) "Sweepstakes Entry" (for purposes of these Official Rules, Contest Entries and Sweepstakes Entries shall collectively be referred to each as, an "Entry" and collectively, as "Entries") for a chance to win a Sweepstakes prize. Each Contest Entry must include the eligible state in which you reside, how long you have been an outdoor enthusiast, what you love most about being outdoors in your state, and what winning the Grand Prize would mean to you. **Note: All Sweepstakes Entries have an equal chance of winning a Sweepstakes prize. Your Contest Entry contents will not increase or decrease your chances of winning a Sweepstakes prize.** All Contest and Sweepstakes Entries must be received by October 27, 2020 at 11:59 p.m. ET to be considered. Entries generated by script, macro or other automated means are void. Limit one (1) Contest Entry and one (1) Sweepstakes Entry per person using only one (1) email address throughout the Promotion Period. Contest Entries and Sweepstakes Entries received from any person or email address in excess of the above limitation will be void.

Entries that appear to duplicate any other submitted entries, in Sponsor's sole discretion, will be void and only the first entry submitted (based on time/date) will be considered for the Promotion. Entries generated by script, macro or other automated means or in violation of these Official Rules will be void. In the event of a dispute as to the identity of a entrant, entrant will be deemed the individual named on the email address from which the Contest Entry was submitted and such individual must meet all eligibility requirements set forth herein and otherwise comply with these Official Rules. In the event of non-compliance with any requirements specified herein, Contest Entry will be void. Your

submission of a Contest Entry constitutes your representation of eligibility, consent to participate in Promotion and consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of Promotion administration.

The use of automated entry or similar devices as specifically set forth above, is prohibited and entries through such prohibited devices are void. Sponsor reserves the right to void any and all Contest Entries of an entrant who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of the Promotion. Neither Sponsor, nor anyone acting on its behalf, will enter into communications with any entrant regarding the Promotion other than to notify a potential winner.

4. REQUIREMENTS OF CONTEST ENTRIES: To be considered for the Contest Grand Prize, Contest Entry must: 1) Be the original, personal creation of the entrant and solely owned by entrant; 2) Not have won previous awards; 3) Not have been previously published, submitted for publication, screened, or publicly viewed; 4) Not infringe on any third-party rights; 5) Be suitable for publication as determined at the sole and absolute discretion of the Sponsor; 6) Not promote the illegal use of alcohol, drugs or tobacco, firearms/weapons or any activities that may be construed as illegal or violating any law; 7) Not depict or describe any activities that may appear unsafe or dangerous, or promote any particular political agenda or message; 8) Not include obscenity, profanity, racist themes or material that is sexually oriented, explicit, suggestive or exploits people in a sexual or violent manner; 9) Not be violent or derogatory of any ethnic, racial, gender, sexual orientation, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; 10) Not contain other brands' name, trademarks, labels or logos (except for trademarks, logos or trade dress owned by any Promotion Entity), or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as house or email addresses; 11) Not defame or invade publicity and/or intellectual property rights or the privacy of any person, living or deceased, or otherwise infringe upon any copyrighted works or a person's personal or proprietary rights (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); 12) Not defame, misrepresent or contain disparaging remarks about any Promotion Entity or other entities or individuals or any of their respective products; 13) Not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and 14) Not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. Sponsor reserves the right to disqualify any entry that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules.

If a Contest Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Contest Entry, any and all releases and consents necessary to permit the use and exhibition of the Contest Entry by the Promotion Entities in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Contest Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Contest Entry null and void. By submitting a Contest Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Contest Entry consent to the submission and use of the Contest Entry in the Promotion and to its use as otherwise set forth herein.

By submitting a Contest Entry, entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Promotion and/or other contests staged and/or promoted by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Promotion and/or other contests

sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Contest Entry, or that any compensation is due to entrant in connection with such Contest Entry or other works used by Sponsor.

5. CONTEST JUDGING: All eligible Contest Entries will be judged by a panel of qualified judges selected by Sponsor, whose decisions will be final and binding in all matters relating to this Promotion, based on the following judging criteria: 1.) Authenticity: 0-35 Points, 2.) Personal impact if awarded grand prize as described in the entry: 0-35 points, and 3.) Creativity: 0-30 points. The five (5) Contest Entries the highest score in their designated state will be deemed the potential Contest Grand Prize winner(s), subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the Contest Grand Prize winner based on Creativity Sponsor reserves the right not to award the Contest Grand Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries.

6. SWEEPSTAKES RANDOM DRAWING: Three hundred fifty (350) potential Sweepstakes winners will be selected in a random drawing held on or about November 4, 2020 from among all eligible Sweepstakes Entries received throughout the Promotion Period. Odds of winning a Sweepstakes prize depend on the number of eligible Entries received throughout the Promotion Period.

7. WINNER NOTIFICATION: Five (5) potential Contest Grand Prize winners and three hundred fifty (350) potential Sweepstakes winners will be notified by email on or before November 4, 2020. Potential Contest Grand Prize winner will and potential Sweepstakes winners may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) days of date appearing on prize notification. Return of a prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the Contest Grand Prize (if applicable) may be awarded to a runner-up or the applicable Sweepstakes prize may be awarded to an alternate winner from among all remaining eligible Sweepstakes Entries received. Grand Prize may also be forfeited if the winner cannot attend on the dates specified. Any portion of a prize not accepted by winner shall be forfeited. Upon forfeiture, for any reason as stated in these Official Rules, no compensation will be given. If applicable, allow up to [4 to 6] weeks for delivery of prize following completion of notification process. Prizes will only be delivered to addresses within Connecticut, New York, New Jersey, Vermont, Massachusetts, Delaware, Pennsylvania, Kentucky, Michigan, Indiana and Ohio.

Sponsor reserves the right to conduct a background check of any and all records of the Grand Prize potential winners, including without limitation, civil and criminal court records and police reports. To the extent necessary under law, potential winners shall authorize this background check. Sponsor reserves the right (at its sole discretion) to disqualify any potential winner based on the background check or refusal to authorize the background check and, at Sponsor's discretion, contacting a runner-up.

8. CONTEST GRAND PRIZE (5): Standard cabin accommodations for winner and up to three (3) guests in the available cabin location near the winner's residence. Accommodations consist of seven (7) days and six (6) nights standard cabin accommodations (minimum four room, four-person occupancy) and a local tour guide. Food and transportation are not included. Approximate Retail Value ("ARV") is \$2,500 for each Grand Prize. Contest Grand Prize winner and their guests are solely

responsible for all additional costs not specifically stated herein associated with use of the accommodations, including not limited to meals, gratuities, state or visitor hunting and/or fishing license, equipment rentals and transportation to/from the accommodations. **Contest Grand Prize winner and guests are responsible for obtaining all necessary local resident and/or non-resident hunting and fishing permits, licenses and certifications as required by local states and municipalities. If for reasons beyond the Grand Prize winners' control, they are unable to secure the required documentation, the local tour guide portion of the prize may be forfeited.** Additional prize details will be provided at the time of prize notification.

Grand Prizes must be used on dates specified below or prize will be forfeited.

- Michigan (Open to MI Residents Only) - *Rapid River*, MI: November 15, 2020 – November 21, 2020;
- Indiana (Open to IN Residents Only) - *Eckerty* IN: November 18, 2020 – November 24, 2020;
- New York (Open to CT, MA, NJ, NY & VT Residents) - *Lake Flower*, NY: November 29, 2020 – December 5, 2020;
- Pennsylvania (Open to DE, PA & KY Residents) - *Franklin*, PA: November 29, 2020 – December 5 2020; and,
- Ohio (Open to OH Residents Only) - *Butler*, OH: December 7, 2020 – December 13, 2020.

Each winner and their guests must agree to comply with all applicable host location and venue rules & regulations in connection with the Grand Prize. Sponsor or location host reserve the right to remove or to deny entry to any winner or any guest who engages in a non-sportsmanlike, reckless or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the location. Sponsor reserves right to change dates. Guests must be of legal age of majority in their jurisdiction of residence (and at least 18), unless the guest is a child or legal ward of winner and must sign a liability/publicity release prior to redemption of prize. If guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward.

In the event the Contest Grand Prize cannot occur as scheduled (e.g., the accommodations must be cancelled or postponed) for any reason, including safety, health or welfare concerns, Sponsor reserves the right to reschedule the Contest Grand Prize to an alternate date or cancel the Contest Grand Prize and award an alternate prize of equal or greater value to the Contest Grand Prize winner with no further obligation to the Contest Grand Prize winner.

9. SWEEPSTAKES PRIZES (350): (250) One DEW backpack (ARV: \$30); (50) One DEW Fleece Zip (ARV: \$35), (50) One DEW Cooler Bag (ARV: \$50).

10. GENERAL PRIZE CONDITIONS: All federal, state and local taxes and all other costs associated with any prize acceptance and use not specified herein as being provided are the sole responsibility of the winners. Grand Prize Winners will receive an IRS Form 1099 for the approximate retail value of the prize. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value.

11. LICENSE/USE OF CONTEST ENTRIES: By submitting a Contest Entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Contest Entry, story, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

12. GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor, their affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of any awarded prize (including any travel/activity related thereto); and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which it may withhold in its sole discretion.

13. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Contest or Sweepstakes Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing or judging of Entries, the announcement of the prizes, the incorrect posting of any essay or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion and, if terminated, at its discretion, determine the potential winner for the Contest Grand Prize from all eligible, non-suspect Contest Entries received prior to action taken using the Judging Criteria specified above and select the

potential Sweepstakes winners in a random drawing from all eligible, non-suspect Sweepstakes Entries received prior to action taken. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

14. Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA and any controversy or claim not settled by the parties arising out of or relating to this Promotion will be resolved in the State of New York in a court of competent jurisdiction.

15. Winner's Names: For a list of winners, available after November 12, 2020, send an email prizes@enterpromo.com before December 15, 2020.

16. Sponsor: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.

PEPSI-COLA, PEPSI and the Pepsi Globe are registered trademarks of PepsiCo, Inc.