

**MTN DEW® “UPGRADE YOUR BOTTLE. UPGRADE YOUR COMMAND.” AT SPEEDWAY  
INSTANT WIN GAME & SWEEPSTAKES**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. INTERNET ACCESS REQUIRED.**

The Mtn Dew “Upgrade your Bottle. Upgrade Your Command.” at Speedway Instant Win Game & Sweepstakes (the “Promotion”) is sponsored by Pepsi-Cola Company (“Sponsor”), 700 Anderson Hill Road, Purchase, NY 10577.

**1. PROMOTION PERIOD:** The Promotion begins on November 1, 2021 at 12:00:00 AM Eastern Time (“ET”) and ends on December 31, 2021 at 11:59:59 PM ET (“Promotion Period”). Motive Group, Inc.’s (the “Administrator”) clock shall be the official clock of the Game.

**2. ELIGIBILITY:** This Promotion is open to legal residents of the United States who are 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, and who are at least 18 years of age at the time of entry (19 in Alabama). Employees of Sponsor, Speedway LLC, CDXL LLC and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Promotion Entities”) and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

**3. HOW TO PLAY THE INSTANT WIN GAME:** There are two (2) ways to play:

**A.** Purchase a qualifying Mtn Dew 20oz bottle (*qualifying products include Mtn Dew®, Diet Mtn Dew®, and Mtn Dew® Zero Sugar Mtn Dew®, Diet Mtn Dew®, Mtn Dew® Zero Sugar, Mtn Dew® Code Red, Mtn Dew® Livewire, Mtn Dew® Voltage, Mtn Dew® Major Melon, Mtn Dew® Major Melon Zero Sugar, and Mtn Dew® Gingerbread Snap’d*) and visit [YearOfDew.com/Call-of-Duty](https://YearOfDew.com/Call-of-Duty) during the Promotion Period. Follow the prompts and instructions to register for or log-in to an account. Entrants will be required to provide their First & Last Name, valid Email Address, Mailing Address, Zip Code, Phone Number and Date of Birth to register. Once registered and logged in, entrant will be prompted to scan their qualifying Mtn Dew 20oz bottle in order to

complete a game play. Once an entrant's first game play is completed, they will automatically receive access to a free bonus Call of Duty® Content Unlock\*. If entrant has also won an Instant Win Prize during a game play, they will be notified automatically via a winning message on the screen, followed by an email notification.

\*Bonus Call of Duty Content Unlock will be video content containing bonus information regarding the Call of Duty game and can be played on-screen once an entrant's first game play is completed. This Content Unlock will only be available after an entrant's first scan. Entrant must be signed into their account in order to view the video.

**B.** Play without purchase: Visit [pepsipromos.com/Call-of-Duty](https://pepsipromos.com/Call-of-Duty) and follow the prompts to enter email. A unique URL link will be sent via the email address provided. Using this link, follow the prompts and instructions to register for or log-in to an account. Entrants will be required to provide their First & Last Name, valid Email Address, Mailing Address, Zip Code, Phone Number and Date of Birth to register. Once registered and logged in, follow prompts for completing a Game Play. If Entrant has won an Instant Win Prize, they will be notified automatically via a winning message on the screen, followed by an email notification.

Limit of one (1) Game Play per person/email address/IP address/ mailing address per day.

**4. HOW TO ENTER INTO THE GRAND PRIZE DRAWING:** Each completed game play will result in one (1) entry into the Grand Prize Drawing.

Limit of one (1) entry into Grand Prize Drawing per person/email address/IP address/ mailing address per day, regardless of entry method.

## **5. PRIZES:**

**A. Instant Win Prizes:** There are ninety-nine (99) Instant Win Prizes available\*. Each Instant Win Prize consists of one (1) The Call of Duty®: Vanguard Cross-Gen Bundle. (*Winner must have PlayStation game consoles PS4 or PS5 to download and use The Call of Duty®: Vanguard Cross-Gen Bundle.*) Approximate retail Value: \$70. Limit one (1) Instant Win Prize per person/email address/IP address/ mailing address throughout Promotion Period.

\*There will be 99 random, computer generated winning times during the Promotion Period. If you are the first player to play the Game at or after one of the randomly-generated times, you will be a potential winner of the Instant Win Prize indicated (subject to verification). The odds of winning an Instant Win Prize depend on the timing of each entrant's completed Game play in

relation to the randomly generated times, and the quantity of Instant Win Prizes available at the time of Game play.

**B. Grand Prize:** One (1) Grand Prize will be awarded during the Promotion Period. The Grand Prize consists of a Command Gaming Center, which includes an Alienware Aurora R11 Desktop Computer, Alienware 27" Gaming Monitor, Alienware Gaming Keyboard and Mouse, Alienware Gaming Headset, Customized Headset Stand, Respawn Gamer Chair, Gamer Desk, Speaker System, a PlayStation 5 Console or a \$499.99 PlayStation gift card (to be determined at the time of the prize being awarded, at the Sponsor's sole discretion), PS5 Controller Skin, PS5 Console Skin, a \$600 PlayStation gift card and a 60-minute virtual play session with a member(s) of The New York Subliners. ARV: \$5,000.97. Virtual play session will be held via a private video call for winner only to be scheduled at a mutually agreed upon date between Winner and Sponsor, based on availability of The New York Subliners, within three (3) months of winner notification and completion of requested paperwork. Blackout dates may apply. Recording, screen grabs, or distribution of the session are strictly prohibited, except (1) posed virtual selfie. Sharing of login information is forbidden and can result in cancellation of the experience.

The balance of the Grand Prize will be delivered within four (4) to six (6) weeks after completion of requested paperwork. The odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period.

Please consult a tax advisor prior to accepting the Grand Prize and executing an Affidavit of Eligibility to ensure any tax implications that may affect the Winner are understood.

**6. GRAND PRIZE DRAWING:** One (1) potential Grand Prize Winner will be randomly selected from among all eligible entries received during the Promotion Period. Drawing will occur on 1/3/22 and will be conducted by an independent judging organization whose decisions will be final and binding in all matters relating to this Promotion.

**7. NOTIFICATION:** All potential prize winners are subject to verification of eligibility and compliance with these Official Rules. Instant Win Prizes will be emailed as a unique download code to the email address provided during registration within approximately three (3) to four (4) weeks following verification of eligibility and winning Game Play. Each code can only be used once. Potential Grand Prize winner will be notified by phone or by email within three (3) days following the drawing. Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the prize may be forfeited and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. If a potential winner is (i) disqualified, found to be ineligible or not in compliance with these Official Rules; (ii) declines to accept a prize; (iii) does not reply to notification as

stated above; or, (iv) does not return the documents within the stated time frame, 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. Upon verification of eligibility, prizes will be mailed to the winners at the physical addresses provided at the time of entry. Any portion of a prize not accepted by winner will be forfeited. Winners shall be solely responsible for payment of any and all applicable federal, state, and local taxes for their prize won. Sponsor will issue an IRS Form 1099- MISC & W-9 for each winner of a prize with an ARV of \$600 or more.

Any difference between stated approximate value of prize and actual value of prize will not be awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Sponsor is not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

**8. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents and CDXL LLC, its parents and affiliates ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By participating in the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the promotion, including, but not limited to, any promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion or proceed with the promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, 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 entries 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.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**9. DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE RESOLVED IN THE STATE OF NEW YORK IN A COURT OF COMPETENT JURISDICTION. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**10. PRIVACY:** Sponsor’s privacy policy is available at <https://policy.mountaindew.com/privacy.htm>.

**11. PUBLICITY RIGHTS:** By participating in this Promotion, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use their name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**12. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion.

Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail. All federal, state, and local laws apply. Void where prohibited or restricted by law.

**13. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - MTN DEW® Call of Duty Instant Win Game &

Sweepstakes, PO Box 940340, Maitland FL 32794-0340. Winner List requests must be received no later than February 3, 2022.

Customer Service inquiries may be made at [support@enterpromo.com](mailto:support@enterpromo.com) or 877-433-9765.

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