

MTN DEW® “REVVED UP RACE TO THE TOP” AT SPEEDWAY®

OFFICIAL RULES

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

The Mtn Dew® “Revved Up Race to the Top” at Speedway (the “Promotion”) is sponsored by Pepsi-Cola Company (“Sponsor”), 1111 Westchester Avenue, White Plains, NY 10604.

1. PROMOTION PERIOD: The Promotion begins on August 16, 2021 at 12:00:00 AM Eastern Time (“ET”) and ends on October 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. A “day” begins at 12:00:00 AM ET and ends at 11:59:59 PM ET during the Promotion Period.

2. ELIGIBILITY: This Promotion is open only to legal U.S. residents of Alabama, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Massachusetts, Michigan, Minnesota, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Wisconsin or West Virginia who are at least 18 years of age and are of the legal age of majority in their state of residence at the time of entry (19 in Alabama). Employees of Sponsor, Speedway LLC, Indianapolis Motor Speedway, 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. All federal, state, and local laws apply.

Participation constitutes participant’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, a participant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Participants will not be allowed to change their physical address or e-mail address.

3. HOW TO PARTICIPATE: There are two (2) ways to participate:

A. Purchase a 20oz bottle of MTN DEW®, DIET MTN DEW®, MTN DEW® ZERO SUGAR or MTN DEW® SPARK (“Participating Products”) and visit www.YearOfDew.com/spark (“Website”) during the Promotion Period. Follow the prompts and instructions to register for or log-in to an account. Participants 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, participant will be prompted to scan their Participating Product in order to move one (1) space ahead on the Spark Racetrack (“Pit Stop Move”). A participant’s current Pit Stop Move location is shown on the Spark Racetrack found on participant’s account page on the Website. Once the Pit Stop Move is completed, participant will receive an on-screen notification confirming their Pit Stop Move and stating if they have landed on a Checkpoint and qualify for an entry into a Checkpoint Drawing. Every Pit Stop Move does not equal an entry into a Checkpoint Drawing. Only Pit Stop Moves that land a participant on a Checkpoint will provide

one (1) entry into specified Checkpoint Drawing. See Sections 4 and 5 for Checkpoint and Prize details.

B. To receive a Pit Stop Move without purchase, visit www.pepsipromos.com/spark and follow the prompts to enter email and receive one (1) unique URL link. Clicking on this link, will take you into the Website where you can follow the prompts and instructions to register for or log-in to an account. Participants 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, participant will automatically receive one (1) Pit Stop Move.

Limit of one (1) Pit Stop Move per person/ mailing address/ email address per day regardless of method of entry.

Not all brands and package sizes may participate or be available in all areas. In addition, Sponsor reserves the right, at its sole discretion, to distribute codes at various times throughout the Promotion Period through additional means which may include, but not be limited to, the following: (a) on game cards distributed at select sampling sites and events, (b) by e-mail to online subscribers of DEW'sletter (subject to the terms and limitations set forth in such e-mail); (c) by text message to consumers who have opted to receive information about Pepsi or Mountain Dew promotions via text message; (d) through retailer specific promotions. If any part of any game piece or code is counterfeited, or if the game piece or code comes from other games or promotions, or if any part is illegible, mutilated, eaten or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the game piece or code, as applicable, will be rejected and will be deemed void and invalid.

4. CHECKPOINTS: The Spark Racetrack consists of ten (10) Pit Stop Moves. Once participant completes Pit Stop Move 2, they automatically receive one (1) entry into Checkpoint 1 Drawing. When a participant completes Pit Stop Move 6, they automatically receive one (1) entry into Checkpoint 2 Drawing. When a participant completes Pit Stop Move 10, they automatically receive one (1) entry into Checkpoint 3 Drawing. Participant may continue to collect Pit Stop Moves and move around the Spark Racetrack as many times as they are able to during the Promotion Period. One (1) entry for a Checkpoint Prize is earned every time they land on the corresponding Checkpoint.

SCAN	MOVE	ENTRY
1	Move to Pit Stop 1	-
2	CHECKPOINT/PRIZE POOL 1	UNLOCK 1 ENTRY
3	Move to Pit Stop 3	-
4	Move Pit Stop 4	-
5	Move to Pit Stop 5	-
6	CHECKPOINT / PRIZE POOL 2	UNLOCK 1 ENTRY
7	Move to Pit Stop 7	-
8	Move to Pit Stop 8	-

9	Move to Pit Stop 9	-
10	CHECKPOINT / PRIZE POINT 3	UNLOCK 1 ENTRY

5. PRIZES:

Checkpoint 1 Prizes: Five (5) Check Point 1 prizes will be awarded, each consisting of a Drip Kit. Drip Kits include one (1) Mtn Dew Spark branded hat, one (1) jacket, one (1) t-shirt, one (1) remote control Spark car and one (1) case of Mtn Dew Spark. Approximate Retail Value of each prize (“ARV”) is \$290.

Checkpoint 2 Prize: One (1) Checkpoint 2 prize will be awarded, consisting of one (1) Spark branded arcade game and one (1) case of Spark. ARV: \$5,540.

Checkpoint 3 Prize: One (1) Checkpoint 3 prize will be awarded, consisting of a trip for the winner and one (1) guest to Indianapolis, Indiana to attend the race at Indianapolis Motor Speedway on May 30, 2022 (“Race”). Prize includes round-trip, coach-class, air transportation for winner and winner's guest to/from a major commercial airport near the winner's residence; hotel accommodations for two (2) nights (standard double-occupancy room); ground transportation to and from the airport/hotel/Race; two (2) tickets for the Race; the opportunity for winner and guest for a meet and greet driver experience; and one (1) \$500 pre-paid debit card. Winner's guest must be 18 years of age or older. **Travel dates: May 28, 2022 – May 30, 2022.** Approximate Retail Value (“ARV”): \$8,000. Actual value may depend on city/day/time of departure.

Grand Prize Conditions: Travel, accommodations, and prize-related events are subject to availability and change and are at Sponsor’s discretion. If winner is unable or unwilling to travel on the dates specified by Sponsor, the prize may be forfeited and awarded to an alternate winner (time permitting). All travel is subject to government restrictions and regulations, hotel and airline restrictions and regulations. Selection of airport, airline and hotel is at Sponsor’s sole discretion. Winner will be required to provide a credit card prior to hotel check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Sponsor and Promotion Parties assume no responsibility for cancelled, delayed, suspended or rescheduled events (including, but not limited to the Race or any act or omissions whatsoever by the air carriers, hotels, venue operators, or transportation companies) beyond its control. Sponsor is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. If winner resides within 250 miles of Indianapolis, Indiana, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. Winner and guest must travel on same itinerary. Winner’s guest must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g. a valid U.S. driver’s license, Real ID or passport) required for travel within the United States. Once travel documents are issued, neither travel arrangements nor guest(s) may be changed without the express approval of Sponsor which may be withheld for any reason whatsoever. Sponsor is not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. Prize is subject to the rules and regulations of and any applicable sanctioning body, including the execution of separate waivers and/or release of liability as required. Ground transportation (other than as stated above), meals, gratuities and all other costs and expenses associated with the prize and not specifically described herein are the sole responsibility of the winner. Sponsor reserves the right to assign seating at the Race. Prize-related tickets are not for re-sale and cannot be sold after awarded. An unclaimed and/or unused prize element will remain the property of Sponsor.

Winner and guest must comply with all Indianapolis Motor Speedway venue rules and regulations, including execution of all required releases (if applicable). Ticket prizes are subject to certain terms and conditions specified by issuer. Winner agrees that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed.

Sponsor and/or venue operator reserve the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, to have violated any venue policy or law, and/or may bring Sponsor and/or venue operator into disrepute.

If Sponsor so elects, winner and his/her guest may be required to submit to a confidential background check to help ensure that the winner or guest will not pose a safety threat or, in the sole discretion of the Sponsor, bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. Sponsor reserves the right to disqualify winner or guest based on the results of their background checks. If requested, the winner and his/her guest agree to sign waiver forms authorizing the release of personal and background information.

6. DRAWING: Potential Winners will be randomly selected from all eligible entries received during the Promotion Period. The prize drawing for all prizes will occur on or about 11/3/21 and will be conducted by an independent judging organization, Promotion Security Group LLC, whose decisions will be final and binding in all matters relating to this Promotion. The odds of winning a prize depend on the number of eligible entries received for each Checkpoint Drawing during the Promotion Period.

7. NOTIFICATION: All potential prize winners are subject to verification of eligibility and compliance with these Official Rules. All prizes will be shipped to the address provided during registration within approximately six (6) to eight (8) weeks following verification of eligibility of winner. Potential winners will be notified by phone or by email within three (3) days following the drawing. Checkpoint 2 and Checkpoint 3 potential winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited), a W-9 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. Any guest of the potential prize winner may also be required to sign and return a release (or the parent and legal guardian if the guest is minor) before the prize will be awarded. If any 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; (iv) cannot attend or travel on the dates specified; or, (v) 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 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, participants 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 ("Released Parties") are not responsible for: (i) late, incomplete, misdirected or undeliverable e-mail notifications; (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 participants 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 participant 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 participant'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 participant.

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 and/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. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT 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 participant 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. Void where prohibited or restricted by law. Sponsor and Administrator reserve the right to disqualify any participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; 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. 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 they 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. Participants 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 participant 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 participant 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.

13. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - MTN DEW® Revved Up Race to the Top Promotion, PO Box 940340, Maitland FL 32794-0340. Winner List requests must be received no later than December 1, 2021.

Customer Service inquiries may be made at support@enterpromo.com.

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