

MTN DEW® “DAILY PIT STOP” INSTANT WIN GAME & SWEEPSTAKES AT SPEEDWAY®

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. MULTIPLE ENTRY DEADLINES APPLY.

The Mtn Dew® “Daily Pit Stop” Instant Win Game & Sweepstakes (the “Promotion”) is sponsored by Pepsi-Cola Company (“Sponsor”), 1111 Westchester Avenue, White Plains, NY.

1. PROMOTION PERIOD: The Promotion begins on January 4, 2021 at 12:00:00 AM Eastern Time (“ET”) and ends on February 28, 2021 at 11:59:59 PM ET (“Promotion Period”) and consists of nine-hundred seventy-six Instant Win Prizes and eight (8) Grand Prize Weekly Prizes/Entry Periods, as outlined in Section 4.

2. ELIGIBILITY: This Promotion is open only to legal residents of Alabama, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Massachusetts, Michigan, Minnesota, North Carolina, New Hampshire, New Jersey, New Mexico, Nevada, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Wisconsin and West Virginia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Speedway LLC and its participating locations, 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. Void where prohibited or restricted by law.

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: To participate in a Game Play for a chance to win an Instant Win Prize, eligible entrants must obtain a code (“Code”). There are two (2) ways to obtain a Code:

A. Make A Purchase: During the Promotion Period, eligible entrants may purchase a 20oz. Mtn Dew®, Diet Mtn Dew®, Mtn Dew® Zero Sugar, Mtn Dew® Code Red®, Mtn Dew® Diet Code Red®, Mtn Dew® Livewire®, Mtn Dew Real Sugar, Mtn Dew Voltage®, Mtn Dew® Major Melon or Mtn Dew Major Melon Zero Sugar at any participating store (“Qualifying Purchase”), while supplies last and locate the Code inside the cap. Codes may only be obtained during the Promotion Period.

B. Without Making a Purchase: To receive a Code without making a purchase, visit pepsipromos.com/dewsdailypitstop. Follow the on-screen instructions to receive a free code upon successful submittal of name, date of birth, e-mail address, complete mailing address and

phone number. Upon submission of required information, seven (7) codes will be sent via e-mail. Limit of one (7) codes per person, email, mailing address or IP address per day.

Upon receipt of Code, entrant must then visit YearOFDew.com (“Website”). Once at the Website, follow all prompts and instructions regarding how to register and complete a Game Play. One Code will be used for each Game Play. Limit seven (7) Game Plays per person/email address/ mailing address per day. The Administrator’s clock shall be the official clock of the Game. A “Day” begins at 12:00 A.M. ET and ends at 11:59 P.M. ET during the Promotion Period. All potential winners are subject to verification before any Prize will be awarded.

Once seven (7) Codes are entered within a seven (7) day timeframe, the entrant will receive one (1) entry into the Grand Prize drawing (see Section 4 for Grand Prize Drawing deadlines). Once the 7th code is entered, as long as all seven (7) were entered within a seven (7) daytime-frame, code count will reset to 0. An entrant is able to gain multiple weekly entries, as long as they don't exceed the daily code entry limit of seven (7) per day. An entrant may not submit the same Code more than one (1) time.

Limit: Regardless of method of obtaining a Code, an entrant is unable to receive more than seven (7) Game Plays or one (1) Grand Prize Entry per day. If more than the stated number of entries are received from the same person, mailing address and/or e-mail address, those entries will become void. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Promotion, then that entrant, in Sponsor’s sole discretion, may be disqualified and not be eligible to participate or win a prize. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor’s sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

4. GRAND PRIZE DRAWINGS/NOTIFICATION: On or around each of the eight (8) Promotion Drawing Dates indicated in the chart below, one (1) potential winner will be randomly selected from among all eligible entries received during each Entry Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with these Official Rules. Drawings will be conducted by an independent judging organization (“Judging Organization”) whose decisions will be final and binding in all matters relating to this Promotion. Potential winner will be notified by phone or by email within approximately three (3) days following the drawing. If winner does not reply to notification within three (3) days, an alternate winner may be drawn. The odds of winning the Grand Prize depend on the number of eligible entries received during each Entry Period.

Entry Period	Weekly Entry Period Dates	Grand Prize Drawing Date
1	12:00am ET 1/4/21 – 11:59pm ET 1/10/21	1/11/21
2	12:00am ET 1/4/21 – 11:59pm ET 1/17/21	1/18/21
3	12:00am ET 1/4/21 – 11:59pm ET 1/24/21	1/25/21
4	12:00am ET 1/4/21 – 11:59pm ET 1/31/21	2/1/21

5	12:00am ET 1/4/21 – 11:59pm ET 2/7/21	2/8/21
6	12:00am ET 1/4/21 – 11:59pm ET 2/14/21	2/15/21
7	12:00am ET 1/4/21 – 11:59pm ET 2/21/21	2/22/21
8	12:00am ET 1/4/21 – 11:59pm ET 2/28/21	3/1/21

5. PRIZES:

A. Instant Win Prizes: There are nine hundred seventy-size (976) Instant Win Prizes available. Instant Win Prizes and their Approximate Retail Values (“ARV”) are listed below.

Prize	ARV	Quantity available
MTN DEW Hoodie XL	\$50	56
\$25 Speedway Fuel and Merchandise Card	\$25	320
Free 20oz MTN DEW Digital Coupon Valid 1/4/21 - 4/30/21. Valid at any Speedway.	\$2.09	600

B. Grand Prizes: Eight (8) Grand Prizes will be awarded during the Promotion Period at the rate of one (1) Grand Prize per Entry Period as indicated on the chart in Section 4. Each Grand Prize consists of one (1) \$1,000 Visa Gift Card. ARV of each Grand Prize: \$1,000.

General Conditions: There is a limit of one (1) Instant Win prize per person, email address or street address per day. There is a limit of one (1) Grand Prize per person, email address or street address during the Promotion Period. The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user’s acceptance of the terms and conditions so the winner should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as they would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. The gift cards will not be replaced or replenished if lost, stolen, damaged or destroyed and will be voided if altered or defaced. All costs and expenses not specifically included herein are solely the winner’s responsibility.

6. HOW TO CLAIM A PRIZE: All potential winners are subject to verification of eligibility and compliance with these Official Rules. Instant Win Prizes will be shipped to the address provided during registration (shipments to the 50 United States or D.C. only) within approximately six (6) to eight (8) weeks following verification of eligibility and winning Game play. Potential Grand Prize Winners will be notified as stated in Section 4, and 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, the prize may be forfeited and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. If a potential winner is disqualified, found to be ineligible or not in compliance with

these Official Rules, declines to accept a prize, 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 (P.O. Boxes are not permitted) provided at the time of entry. Any portion of a prize not accepted by winner will be forfeited. Each winner 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. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to a verified Winner.

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.

7. 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 ("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 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.

8. 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 MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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.

9. PRIVACY: Sponsor's privacy policy is available at <https://policy.mountaindew.com/privacy.htm>.

10. 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.

11. 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. All entries and/or materials submitted become the property of Sponsor and will not be returned. 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.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Mtn Dew® “Daily Pit Stop” Promotion, PO Box 940340, Maitland FL 32794-0340. Winner List requests must be received no later than March 4, 2021.

Customer Service inquiries may be made at support@enterpromo.com or 877-433-9765.

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