

MTN DEW® FISHING SWEEPSTAKES OFFICIAL RULES



FISH WITH A PRO SWEEPSTAKES



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NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY. VOID WHERE PROHIBITED.

- 1. SWEEPSTAKES PERIOD:** See promotional website for display dates at each retailer ("Sweepstakes Period"). During each retailer's Sweepstakes Period, a qualifier will be randomly selected after week one, a second after week two, and a third after the third and final week. Entries will not carry over from week to week. If you are not selected as a qualifier you must enter again to be considered for the following week. One entry per person per week at each participating retailer is allowed. Visit <http://www.gillettepepsicola.com/dewfishingKATO> for a complete list of participating retailers and their Sweepstakes Period.
- 2. HOW TO ENTER:** During the Sweepstakes Period at each retailer, you can enter via the following methods: **(a) SCAN QR CODE:** Use your mobile phone to scan the QR code printed on the display signage, fill out the online entry form and you will be automatically entered into the Sweepstakes. Participants must have a mobile smart phone with data capabilities to enter online and may incur data charges from their wireless service provider. Entrant must provide a valid email address and phone number and will receive one confirmation email after entering. Check with your wireless service provider for details on any applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. By entering this sweepstakes the entrant is consenting to receive email and phone messages regarding the Sweepstakes. Entrant's information will not be sold or used for any purpose other than facilitating the Fish With A Pro promotion; **(b) INTERNET:** Visit the web address printed on the display signage, fill out the online entry form and you will be automatically entered into the Sweepstakes. Limit one (1) entry per person per week at each participating retailer. A "week" is defined as seven days from the first day of the display. Week two is day eight through day fourteen and week three is day fifteen through day twenty-one.

In the event of dispute over the identity of a potential winner, an online entry will be declared made by the authorized account holder of such email address or phone number submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such e-mail address or phone number. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail, phone number or postal address during the Sweepstakes Period. Proof of emailing/texting does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be acknowledged or returned. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email/IP addresses or wireless phone number may be blocked.

- 3. ELIGIBILITY:** The Sweepstakes is open only to individuals who are legal residents of the United States, residing in Minnesota, Wisconsin or Iowa who are 18 years of age or older at the time of entry. Employees, contractors, directors, and officers of PepsiCo, Inc., Gillette Pepsi-Cola Companies ("Sponsor"), and each of their respective parents, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively "Sponsor and Promotion Parties") and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees are not eligible.
- 4. PRIZE DETAILS:**

Grand Prize: Ten (10) Grand Prizes will be awarded: Each Grand Prize Winner will receive one (1) admittance to the Mtn Dew Fish With A Pro Tournament Style Event held to be held in August 2021 (exact date to be determined). Prize includes: One (1) day of fishing with a Fishing Pro and all fishing gear to use for the day for the Winner. Approximate Retail

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Value ("ARV"): \$599

Grand Prize Restrictions: All other expenses not specifically mentioned herein such as for transportation to and from event, parking, MN Fishing license, etc. are solely the responsibility of the Prize Winner. After final event date is determined, no alternate dates will be available. No warranty or guarantee will be given by Sponsor with respect to the prize. Prize is non-transferable.

No substitution, cash redemption, assignment or transfer of prize permitted after winner verification, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. If the date or location for the scheduled activity is changed the event that is stated in these rules can change. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner. Sponsor is not responsible if the Mtn Dew® Fishing Event is changed, canceled or postponed for any reason or date or location for the Mtn Dew Fishing Event is changed.

- 5. DRAWING:** Limit one (1) entry per person per week at each participating retailer. A "week" is defined as seven days from the first day of the display. Week two is day eight through day fourteen and week three is day fifteen through day twenty-one. All qualifiers will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of qualifying depend upon the total number of eligible entries received. The Winner will be selected in a random drawing from the three qualifiers selected during the Sweepstakes Period and will be conducted by Gillette Pepsi-Cola Companies, whose decisions shall be final and binding. Ten (10) Grand Prizes will be awarded.
- 6. WINNER NOTIFICATION:** Potential winner will be notified by phone and/or email at the phone and/or email address provided upon entry, within two (2) days of the drawing. If a potential prize winner is notified by phone and/or email, they will be required to respond within forty-eight (48) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued phone numbers or email addresses which may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner may be sent an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or email notification is not confirmed to Sponsor within forty-eight (48) hours; (iii) any required documents are not returned within the required number of days; or (iv) if winner is otherwise unable to attend an event when specified or accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner.
- 7. LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, 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 Sweepstakes. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.
- 8. WINNERS RELEASES:** By participating in the Sweepstakes, entrants release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any

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prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

- 9. GENERAL CONDITIONS:** This Sweepstakes is governed by the laws of the United States without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prize(s) will not be awarded. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws and regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize
- 10. CONDUCT:** By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 11. WINNER'S LIST:** For the name of the winners, visit <http://www.gillettepepsicola.com/dewfishingKATO>. The winner's list will be updated by May 15, 2021.
- 12. SPONSOR:** Gillette Pepsi Cola Companies, Mankato, MN