

MTN DEW® DEWNATION REWARDS PROGRAM TERMS AND OFFICIAL RULES

1. Program Period: Mtn Dew “DEWNATION Rewards” program (the “Program”) begins February 26, 2018 at 12:00 p.m. ET and ends December 31, 2018 11:59 p.m. ET (the “Program Period”) unless otherwise extended by Sponsor (as defined below) in its sole discretion. For the purposes of these program terms and official rules (“Official Rules”), a “day” is defined as a twenty-four (24) hour time period beginning at 12:00 a.m. ET and ending at 11:59 p.m. ET, except for the first day of the program which will be from 12:00 p.m. ET and end at 11:59 p.m. ET on February 26, 2018.

2. Register On-Line: Go to www.dewnationrewards.com (the “Website”) and follow the on-screen instructions to register for the Program or if you’ve already registered sign-in. Use your valid e-mail address along with a complete, valid name, zip code, password, and date of birth to set up your free Program account (“Account”). If you are not an existing Account holder, follow the instructions to register for the Program. If you’ve already registered for the Promotion or already registered for the Mtn Dew DEWNATION rewards program (“DEWNATION Rewards”), you can just sign-in to your Account (“Account” shall mean the Account associated with this Program and any supplemental rewards. Every individual consumer participant (“Participant”) will be required to register on the Website. The Program and any supplemental rewards programs may have their own program terms and the Participant will have to agree to each before being able to participate.

3. How to participate: Buy any 20oz, 16oz, 16.9oz, 1-Liter, 1.5-Liter, and 1.25L and 2-Liter bottles, 16oz or 24oz can, 12oz cans in 12-pack, 15-pack, 18-pack, 20-pack, 24-pack, 30-pack and 36-pack Cartons, 16.9oz or 16oz bottles in, 6-pack, 8-pack, 12-pack, and 24-pack, 7.5oz can in 6, 8, 10, and 15-pack cartons of participating Mtn Dew products. Participating products include: Mtn Dew, Diet Mtn Dew®, Mtn Dew Code Red®, Mtn Dew Game Fuel®, Mtn Dew Live Wire®, Mtn Dew White Out® and Mountain Dew Voltage®, Mtn Dew Baja Blast™, MTN DEW ICE™, Cans of Mtn Dew® Kickstart™, Mtn Dew® Black Label® and Mtn Dew® White Label™ in 12 oz, 16 oz, 16oz 4-packs and 12oz and 16oz 12-packs (“Participating Products”) during the Program Period. Not all products/packages are available in all areas.

Scan or take a picture and upload your eligible original cash register receipt (“Receipt”) to your Account and receive the corresponding points associated with each Participating Product and package size purchased (“Points”):

<u>Points</u>	<u>Package Size</u>
25 Points	16oz cans & bottles, 16.9oz bottle
50 Points	20oz bottles, 24oz cans; Mtn Dew Kickstart 16oz and 12oz cans, & Mtn Dew Label Series 16oz cans
100 Points	1 L, 1.25 L, 1.5L and 2L bottles, 12oz can 6-pack
150 Points	12oz can 12-pack and 15-pack, 16.9oz or 16oz bottle 6-pack, 8-pack, 12-pack, and 15-pack, 7.5oz. Mtn Dew mini cans in 6, 8 or 15pack cartons, Mtn Dew Kickstart 16oz 4-pack
200 Points	12oz can 18-pack and 20-pack; Mtn Dew Kickstart and Label Series 12oz and 16oz can 12-pack
250 Points	12oz can 24-pack, 16.9oz bottle 24-pack
300 Points	12oz can 30-pack and 36-pack

From time to time, Sponsor may allow retail account specific programs to offer bonus point opportunities based on specific products purchased, dates purchased or other promotional offers. Details for any such account specific programs will be posted on the Website.

In order for your Receipt to be eligible and to receive the Points associated with it, the Receipt must include the store name, time & date of purchase and has to specify the Participating Products purchased. Participating Products must be purchased by an individual Participant and cannot be for products purchased from bottler or distributor for resale. Participants may upload only up to twenty (20) Receipts per day per Account regardless of whether you are participating in this Program or any supplemental rewards program. **No handwritten Receipts will be accepted.** Once your eligible Receipt has been uploaded to your Account and verified, your Account will be credited with Points that can be redeemed for BTB Rewards (as defined below) or merchandise available from DEWNATION Rewards.

Once a Participant has accumulated enough Points in their Account, Points be redeemed online for merchandise that is displayed on the Website ("Rewards"). Rewards may include, but not be limited to, t-shirts, headphones, hoodies and other items that may be added from time to time. Limit of three (3) Reward redemptions total per person/Account per day for this Program or any supplemental rewards program.

Each Reward has a required number of Points for redemption as stated on the Website. You cannot redeem Points for Rewards unless you have accumulated the required corresponding number of Points in your Account. To redeem Points for Rewards, browse the Website, select the Reward you wish to order, and click the "Get It Now" button. The Points for the Reward you selected will then be deducted from your account.

Some Rewards may be limited to certain zip codes ("Local Rewards"). This will be designated in the Reward description. Local Rewards, if applicable, will only be shown to you based on the zip code you registered with. In addition to the Local Rewards, there may be sweepstakes' offered based on zip codes ("Local Sweepstakes"). Any Local Sweepstakes will have its own specific official rules that will need to be acknowledged and accepted prior to the individual being able to participate.

All Rewards available on the Website are subject to change without notice. Rewards will be redeemed on a "first come, first serve" basis. Once supply of the Reward offered is exhausted, the Reward will expire and will be designated on the Website as "Out of Stock" and may be deleted from the Website. **No exchanges, returns or refunds on items are permitted for any reason.** Sponsor (as defined below) does not guarantee the availability of any Reward for any period and may, in its discretion, add new merchandise items for redemption.

4. Eligibility: The Program is open only to legal residents of the United States who are eighteen (18) years of age or older at the time of participation. Employees of Pepsi Promotions, Inc. ("Sponsor"), Pepsi-Cola Company and its bottlers, PepsiCo, Inc., each of their respective parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Program (collectively, the "Promotion Parties") and the immediate family members (parent, child, sibling, and spouse of each) or persons living in the same household as such individuals (whether related or not) are not eligible to participate in the Program.

5. Redemption of DEWNATION Rewards: In most cases, allow at least 10-12 weeks from receipt of order for shipment of the Rewards via postal mail, unless otherwise stated on the Website. Each Reward ordered may ship separately. All Rewards will ship to the postal address that you specify at check out. No P.O. boxes allowed. Rewards will only be delivered to addresses within the United States. No responsibility is assumed by Sponsor for any postal

mail deliveries returned as undeliverable without a forwarding address. No responsibility is assumed by Sponsor for any Reward(s) after it has been shipped. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any Reward except for any express manufacturer's warranty as may be included therewith. Winner bears all risk of loss or damage to any Reward after it has been delivered. Sponsor may, in its discretion, add new merchandise items for redemption. In the event that any Reward becomes unavailable, Sponsor reserves the right to substitute an item of equal or lesser value in its sole discretion. Rewards are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Reward.

6. SWEEPSTAKES: From time to time, Sponsor reserves the right, but has no obligation, to allow Participants to use their Points to enter a Sweepstakes or Local Sweepstakes. Details and official rules for any such Sweepstakes or Local Sweepstakes will be posted on the Website.

7. Receipt Verification/Account Limits: Participants may upload only up to twenty (20) Receipts per day per Account regardless of whether you are participating in this Program or any supplemental rewards program. Limit one Account per person. Each Receipt can only be used once, subsequent attempts to re-submit or re-use the same Receipt, will be void. Each Participant can only enter Receipts into one Account.

A Participant must follow the instructions on the Website to upload an image of his/her original register receipt showing the purchase of any Participating Products.

- It is recommended that the Participant first print his/her complete name on the original register receipt, sign and date the receipt, and circle the qualifying purchase on the receipt before uploading the receipt.
- Register receipt images must be in one (1) of the following file formats: .JPG, .JPEG, .PNG, .GIF, and may not exceed 5 MB.
- Mtn Dew may request the Participant send in his/her original register receipt and proof of purchase. **All receipts are subject to review and verification by Mtn Dew in its sole discretion. After receipt is uploaded, it will take approximately 48-72 hours to verify and update Points into the Account. You will receive an email once your Receipt has been verified and any applicable Points will be added to your Account.**

Sponsor assumes no liability for discrepancies, omissions, inconsistencies or errors in the number of Receipts entered or Rewards claimed as a result thereof as reported on the Website. If any part of any Receipt is altered, or if any part of the Receipt is illegible, mutilated or if it contains or reflects printing, typographical, mechanical or other errors, the Receipt, will be rejected and will be deemed void and invalid. Each Participant acknowledges and agrees that the decisions of the Sponsor with respect to Receipt upload or transactions are final and binding, including without limitation, determinations regarding the validity of Receipts. Receipts have no cash value. Receipts are null and void and will be rejected if not obtained through authorized, legitimate channels.

8. General Conditions: Participants agree to be bound by these Official Rules, as well as the Terms and Conditions of the Website and the PepsiCo Privacy Policy (<http://policy.mountaindew.com/privacy.htm>) all of which govern activities on the Website. Sponsor reserves the right to terminate your Account and/or your participation in this Program or any supplemental rewards program if Sponsor determines in its sole discretion that you have violated these Official Rules, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Void where prohibited or restricted by law. All federal, state and local laws and regulations apply. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole

discretion to disqualify any individual it finds to be tampering with the redemption process or the operation of the Program or any supplemental rewards program or any website, or to be acting in any manner deemed by Sponsors to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsors to be disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Email Communications: If a Participant signs up for a Sponsor account using the Website, the Participant may opt-in to receive promotional email communications from Sponsor ("Email Communications"). Thereafter, the Participant may opt out of receiving promotional Email Communications solely by clicking "unsubscribe" in a future promotional email.

10. Modifications: Sponsor reserves the right to change or modify these Official Rules or any other Sponsor policies related to use of the Website, including any supplemental rewards programs that may be offered through the Website, at any time and at its sole discretion by changing these Official Rules or any supplemental rewards program terms on the Website. Continued use of the Website following such changes or modifications to these Official Rules, any program terms or other Sponsor policies will constitute acceptance of such changes or modifications.

Sponsor reserves the right to terminate, discontinue, modify or cancel the Program at any time and in its sole discretion without notice.

11. Limitation on Liability: No responsibility or liability is assumed by Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Website or any website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Program, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Program. Sponsor is not responsible for any typographical or printing errors in the Receipts, or these Official Rules or any personal injury or property damage or losses of any kind which may be sustained to Participant's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Program, or use of or download of any information from the Website. All Participants, as a condition of participation in this Program, agree to release Sponsor 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 accessing the Website or any website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY 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.

12. Sponsor: Pepsi Promotions, Inc., 1111 Westchester Avenue, White Plains, NY 10604

CONTACT MTN DEW

Any questions, complaints, or claims regarding the Website should be directed to:
Mtn Dew Customer Care <https://prizelogic.zendesk.com/hc/en-us?id=10324>