

MTN DEW® AMP® GAME FUEL® PROMOTION

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1) **Promotion Entry Period:** The MTN DEW AMP GAME FUEL Promotion (the "Promotion") begins at approximately 12:00 pm eastern time ("ET") on April 09, 2020 and ends at 11:59 pm ET on April 10, 2020 or when all available Prizes are issued by Sponsor, whichever comes first (the "Promotion Period"). At approximately 12pm ET on April 9, 2020, Sponsor will tweet a call to action from the @GameFuel Twitter handle (the "CTA Tweet") as described below in Section 3. As soon as the CTA Tweet is issued, eligible entrants may participate in the Promotion as provided herein.

2) **Eligibility:** To be eligible to receive a Prize, entrants must, at the time of entry, meet all of the following requirements: (i) be legal residents of the fifty (50) United States or the District of Columbia ("Territory"); (ii) be 18 years of age or older and the age of majority in the entrant's jurisdiction as of the date and time of participation; and (iii) be registered users of Twitter (each, a "Participant(s)"). Employees, officers, directors and agents of Pepsi-Cola Company ("Sponsor") Fooji, Inc. ("Fooji," or "Administrator"), Fulfillment Partner, any other company involved in the presentation, administration or fulfillment of the Promotion, and their respective subsidiaries, affiliated companies, and divisions (collectively, "Sponsor and Promotion Entities") and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Promotion. Void outside the Territory and in Puerto Rico and where prohibited or restricted by law.

3) **How To Participate in the Promotion:** After the CTA Tweet is made, during the Promotion Period, to participate, send a tweet on the Twitter platform with the specified CTA Tweet along with the hashtags #GAMEFUELCarePackage and #Sweepstakes ("Required Hashtags") (each, a "Participation Tweet"). If the Promotion is still ongoing when your Participation Tweet is received by @GameFuel, you will receive a link tweeted back to you that directs you to the online registration form. You must fully complete the registration form by providing your name, physical address, email address, and phone number and submit to Fooji a completed registration form for its receipt. Sponsor may, in its sole discretion, accept or reject

any purported Participation Tweet that does not include both the Required Hashtags. Purported Participation Tweets that are incorrect or incomplete, received outside the Promotion Period (including after all Prize(s) have been redeemed), or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Participation Tweet. In order to participate in the Promotion and be eligible to win a Prize, your Twitter account must be set to public. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Participation Tweet and registration form entry (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Tweets or registration forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

This Promotion is in no way sponsored, endorsed, or administered by or associated with Twitter, Inc.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Promotion via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Promotion. Check your mobile device's capabilities for specific instructions.

4) **Prizes:** Each of the two (2) participating markets will have their own specific list and quantity of prizes available to be awarded (as further outlined in the chart below) (each a "Prize"). All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the winners. Prizes are non-transferable and may not be substituted or redeemed for cash by winners. Sponsor reserves the right to substitute any Prize for one of comparable or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. Actual retail value of the Prizes may vary, including variations based on the Participants' location. **Total ARV of all Prizes available in this Promotion: \$176,920.**

Prize	ARV of Each Prize	Number of Prizes Available in The United States (except Florida)	Number of Prizes Available in Florida
one (1) 12 pack of MTN DEW AMP GAME FUEL or MTN DEW AMP GAME FUEL	\$20	8,597	249

ZERO SUGAR*			
Total		\$171,940	\$4,980

*variations of product will be sent at random, both MTN DEW AMP GAME FUEL and MTN DEW AMP GAME FUEL ZERO SUGAR.

5) **Winner Selection:** Odds of winning a Prize in this Promotion depend on the number of Participants and your timing of participation in relation to other Participant's participation. Fooji will be the official time keeping device for the Promotion and all decisions by the Sponsor regarding the timing of entries and the order in which they are received will be final and binding. Subject to compliance with these Official Rules:

- (i) The first 249 eligible and verified Participants in Florida who tweet a qualifying Participation Tweet and complete the registration process which is received by Sponsor during the Promotion Period will qualify to receive a Prize; and
- (ii) The first 8,597 eligible and verified Participants in the United States (excluding Florida) who tweet a qualifying Participation Tweet and complete the registration process which is received by Sponsor during the Promotion Period will qualify to receive a Prize.

Participants selected as winners are limited to one (1) Prize per person, per Twitter account, and per delivery address during the Promotion Period. The number of available Prizes may but are not obligated to be periodically communicated throughout the Promotion via tweets from Sponsor's @GameFuel handle. Prizes will be facilitated through Fooji's tweet-based ordering system on Twitter. Local merchants that participate in the Fulfillment Partner network may provide fulfillment and delivery of the Prize(s). Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. Prize(s) will be awarded and delivered only to addresses within the United States. Verified Prize winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s). Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the Prize will not be delivered and a Prize of equivalent value will be awarded, in Sponsor's sole discretion. Potential winners are subject to verification and may be required to sign and return to Sponsor for its receipt within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited.

6) **General Rules / Limitations of Liability:** By participating in the Promotion, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Promotion constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize

information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review. Participants agree that Fooji or the Fulfillment Partner may send the notice to the telephone number the Participant provides during the registration process, and Participants understand notifications will be sent using automatic dialing technology. Participants understand that they are not required to agree to receive such messages as a condition of participation. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor and Promotion Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (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, computers, software or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Twitter platform or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. The Sponsor and Promotion Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Promotion; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Twitter accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitter platform that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Promotion in whole or in part. In the event Sponsor experiences a technical failure during admission of the Promotion that causes the Promotion to be suspended, Sponsor shall select a winner(s) by random drawing from all valid entries received up to the point of the technical failure.

TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE PROMOTION, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND PROMOTION ENTITIES 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: PARTICIPATING IN ANY ASPECT OF THE PROMOTION; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE- RELATED OR PROMOTION-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA TWEETS OR OTHER ANNOUNCEMENTS RELATING TO THE PROMOTION. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER PROMOTION ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S). BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Sponsor and Promotion Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Promotion activities or Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:
"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

7) **Privacy Policy:** By entering the Promotion, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Sponsor's privacy policy posted at <http://policy.pepsi.com/privacy.htm>

8) **Governing Law / Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

9) **Severability:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

10) **Winners List:** For a winners' list, no later than 60 days after the close of the Promotion, send an email request with the name of the Promotion to hello@fooji.com or mail your request together with a self-addressed stamped envelope to Mountain Dew Game Fuel Winner's List Sponsor at the address noted in Section 3 above.

11) **Questions?** If you have any questions, you may contact us at help@fooji.com.

Sponsor: The Sponsor of the Promotion is Pepsi-Cola Company located at 1111 Westchester Avenue, White Plains, NY 10604 and the Administrator of the Promotion is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507.