

# GILLETTE PEPSI (Mankato) DESTINATION DEW SWEEPSTAKES OFFICIAL RULES, TERMS, AND CONDITIONS

**OPEN TO U.S. RESIDENTS ONLY. VOID WHERE PROHIBITED.**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The Gillette Pepsi Destination Dew Sweepstakes from Mountain Dew® (the "Program") is a "Register to Win" promotion.

- 1. ELIGIBILITY:** The Program is open only to legal residents of the United States, who, at the time of participation and entry, are at least 18 years of age and reside in Minnesota within the distribution territory serviced by Gillette Pepsi Companies. The employees and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households of such employees, subsidiaries, affiliates and shareholders of Gillette Pepsi Companies, Inc., partner radio station (Program Promoter), or any other company or individual involved in the Program's design, production, execution or distribution are not eligible. Participation constitutes an entrant's full and unconditional agreement to these Official Rules and Promoter's decisions, which are and shall be final and binding in all respects. Promoter reserves the right to disqualify any participant determined, in Promoter's sole judgment and absolute discretion, to be (a) tampering or attempting to tamper with the entry process or the operation of the Program; (b) violating the Official Rules of the Program; or (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, harass or act fraudulently in any manner. PROGRAM VOID WHERE PROHIBITED BY LAW OR REGULATION.
- 2. HOW TO ENTER:** During the Program 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; **(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 day at each participating retailer. A "day" is defined as a twenty-four (24) hour period beginning at 12:00 AM CST and ending at 11:59 PM CST.

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 Promoter in writing if the entrant changes his or her e-mail or phone number during the Sweepstakes Period. Proof of emailing/texting does not constitute proof of delivery or entry. All entries become the property of Promoter 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 anyscript, 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. AREAS:** The Program is offered in the geographic areas serviced by Gillette Pepsi Companies, Inc. the state of Minnesota.

4. **PROMOTER:** Program Promoter: Gillette Pepsi Companies, Inc. 1900 West Avenue South, La Crosse, WI 54601; KOWZ-FM 100.9, 1929 Cedar Ave., South Owatonna, MN 55060; Subarctic Media, LLC, PO Box 1420, Mankato, MN 56001, and KFMC-FM 106.5, 1371 W. Lair Rd, Box 491, Fairmont, MN 56031. All decisions regarding all matters and aspects of and relating to the Program shall be made by the Promoter, in its sole and absolute discretion, and all such decisions shall be final, binding and conclusive. This includes decisions regarding the validity of registrations and other materials submitted for verification, and the eligibility of participants. By entering this Program, entrant agrees to these Official Rules and to the binding, final and conclusive nature of Promoter's decisions.
5. **PROGRAM PERIOD:** The Program Period begins on April 3, 2022 and ends on the date of the final giveaway event, date and time to be determined and communciatd to all finalists (the "Program Period").
6. **WHERE TO REGISTER:** Look for Destination Dew displays at various retailers; communicated by promoting radio stations and promotional webpage dewtrips.com/kato. Information regarding the location, date, time and duration of the Destination Dew displays will be communicated on promotional webpages. Instructions for online entry will be located at each Destination Dew display. If, in Promoter's sole judgment and absolute discretion, any part of a registration is counterfeit, or if any part is illegible, mutilated or tampered with in any way, the registration will be rejected and will be deemed void and invalid.
7. **QUALIFIERS:** Two (2) qualifiers will be randomly selected from all eligible entries after the end of each retail display promotional time period with a maximum of thirty (30) qualifiers selected over the Program Period. A final five (5) qualifiers will be randomly selected from entrants in attendance of the final giveaway party at a TBD date and location. Final party information will be communicated on the promotional website and through on air announcements on promoting radio stations.
8. **QUALIFIER NOTIFICATION:** Qualifiers 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 qualifying spot may be awarded to an alternate entrant. Promoter is not responsible for suspended or discontinued phone numbers or email addresses which may result in a potential winner not receiving initial prize notification.
9. **FINAL GIVEAWAY:** On a to be determined date, in May 2022, the Promoter will host a final giveaway event and conduct a process of elimination from the qualifiers who are present. The final person who was not eliminated will be deemed the grand prize winner. **QUALIFIERS OR A DESIGNATED REPRESENTATIVE NAMED BY THE QUALIFIER MUST BE PRESENT TO WIN.** Designated representatives must be prearranged before the final giveaway event day. The process for communicating a designated representative will be communicated to the qualifier during the notification process.
10. **NO TRANSFER:** All registrant entries/qualifiers will be deemed to be made (and owned) by the person owning the account from which the entry is made. Qualification cannot be sold, traded, bartered, assigned or transferred to, or shared with, a third party, auctioned through online auction sites, or otherwise obtained through any methods and/or means other than as described in these Official Rules. Noncompliant registrations are null and void.
11. **WINNER VERIFICATION:** ALL PROGRAM WINNERS ARE SUBJECT TO ELIGIBILITY VERIFICATION BY PROMOTER, WHOSE DECISIONS ARE AND SHALL BE FINAL, BINDING AND CONCLUSIVE IN ALL RESPECTS. Eligibility for any prize is conditioned on the full, complete, and continued compliance with these Official Rules. Each potential winner will be notified by email or phone using the email address and/or phone number provided by participant at the time of entry, that his or her entry has been selected. Proof of eligibility may include, without limitation and in Promoter's sole and absolute discretion, name, address, telephone number, date of birth, and email

address. A driver's license / other acceptable form of I.D. will be required to schedule travel arrangements. Potential winner will be deemed ineligible for entry and for prize if he or she cannot be contacted at the listed address (including if notification attempts are returned undeliverable), fails to timely, properly and fully complete, sign and return required documents, and/or provides incomplete or inaccurate information; and/or if Promoter determines for any reason, in Promoter's sole and absolute discretion, that individual is not an eligible participant. Promoter may then award applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

- 12. GRAND PRIZE (One for Entire Program Period):** One winner will be randomly selected from the qualifying entries within the Gillette Pepsi Companies' distribution territory of Mankato, MN. The Winner may choose one (1) from the following Grand Prize options:

**DENVER GRAND PRIZE:** Prize includes roundtrip air transportation for two (2), one (1) double-occupancy standard hotel room for four (4) nights at a hotel/resort to be determined, a half-day river rafting trip, zip-line tour, and a \$1,000 gift card for additional travel expenses. Approximate retail value: \$4,800.

**MIAMI GRAND PRIZE:** Prize includes roundtrip air transportation for two (2), one (1) double-occupancy standard hotel room for four (4) nights at a hotel/resort to be determined, a jet ski island tour, chartered fishing trip, and a \$1,000 gift card for additional travel expenses. Approximate retail value: \$5,500.

**LAS VEGAS GRAND PRIZE:** Prize includes roundtrip air transportation for two (2), one (1) double-occupancy standard hotel room for four (4) nights at a hotel/resort to be determined, an ATV desert tour, helicopter grand canyon trip and tour, and a \$1,000 gift card for additional travel expenses. Approximate retail value: \$5,300.

Winner will be required to sign a Waiver of Liability and Release and a W-9. Participant shall be solely and exclusively responsible and liable for their conduct during their use of the prize package.

- 13. PRIZE RESTRICTIONS: Trip dates to be determined by Grand Prize Winner and Sponsor upon selection of trip location. Blackout dates may apply.** Travel and accommodations are subject to availability and change. Ground transportation, meals, gratuities and all other expenses not specified herein as part of the Grand Prize are solely the Winner's responsibility. All travel is subject to availability, government restrictions and regulations, hotel, airline, airport or other transportation terminal (or other types of transportation) restrictions and regulations. Other restrictions may apply. Selection of airline and overnight accommodations, are at Sponsor's sole discretion. Winner and/or guest must abide by all venue policies. Seating assignments are at the sole discretion of the Sponsor. Grand Prize related tickets/vouchers are not for re-sale and cannot be sold after awarded. 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. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled activities (including, but not limited to airline flights and related events) beyond its control. In the event the Winner and/or his or her guest misses a scheduled airline flight (through no fault of Sponsor or due to Force Majeure), Sponsor will have no liability for any costs associated with changing or rebooking transportation. Winner must be able to travel on dates specified by Sponsor or Grand Prize will be forfeited. Grand Prize Winner and guest must have all necessary identification and/or travel documents (e.g. passport or valid driver's license) required for travel. Travel companion must be 18 years of age or older as of the date of departure (or be accompanied by their parent or legal guardian as the Grand Prize winner). Guest (or if a minor, his/her parent or legal guardian who must be the Winner) must complete and return a Liability/Travel Release prior to any travel arrangements being made. Actual value may depend on city/date/time of departure.

- 14. TAXES:** Promoter recommends that participants review the Program with their legal/tax advisor to determine their potential tax liability, if any, in connection with participating in and/or receiving prizes

as part of this Program. Promoter and its participating distributors make no representations, and disclaim any and all liability, regarding any tax implications of participating in the Program, including the receipt of any prizes thereunder. Tax and other financial liability, if any, will be the sole liability and responsibility of participant, and Promoter and its distributors shall have no liability therefore. The Participant will hold harmless and indemnify the Promoter for any and all tax liabilities or related liabilities.

**15. LIMITATIONS OF LIABILITY:** Promoter assumes 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 Promoter reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Promoter shall immediately suspend all drawings and prize awards, and Promoter 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 Promoter, 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 Promoter shall not have any further liability to any participant in connection with the Sweepstakes. Promoter 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. Promoter makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.

**16. MODIFICATION:** If for any reason Promoter determines, in its sole and absolute discretion, that the Program, or any aspect of the Program, is not or is no longer capable of running as planned or intended by these Rules, for any reason whatsoever, Promoter, in its sole and absolute discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, including without limitation any means of entry, at any time. Such reason(s), in Promoter's sole and absolute discretion, may include but are not limited to any occurrences which may corrupt or impair the integrity, security, fairness or proper conduct of the Program, as determined by Promoter in its sole and absolute discretion. Promoter may modify and amend these Official Rules as they appear from time to time during the Program for clarification purposes without materially affecting the terms and conditions of the Program.

**17. CONDUCT:** By participating in this Program, participants agree to be bound by these Official Rules, their declarations and other documents verifying eligibility, and the decisions of Promoter, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. **CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO**

DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

- 18. DECLARATIONS; RELEASES; CONSENT TO USE:** All participants agree to comply with and be bound by these Official Rules and the decisions of the Promoter which are binding, final and conclusive in all respects. As a condition to collecting their prize winners must completely, fully and accurately execute the Destination Dew Declaration of Eligibility, Waiver of Liability and Release. These documents are available upon request, and shall be provided to at the time of Grand Prize title transfer. The grand prize winners will be required to produce identification. By participating in the Program and submitting an entry, all entrants agree to (a) release Gillette Pepsi Companies, Inc., its shareholders, officers, distributors, subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; Promoting Radio Stations, their subsidiaries, affiliates, suppliers, and advertisers, and each of their employees, agents and representatives; from any and all liability, claims, actions and/or expenses (including without limitation reasonable attorneys fees) of any kind whatsoever for injuries, damages, or losses of any kind to any persons (including third-persons) and/or property which may be sustained in connection with participation in the Program, including the acceptance, receipt and/or use of any prize or any travel or activity related to the acceptance, receipt and/or use of any prize; and (b) indemnify, defend and hold harmless the Released Parties from and against any and all liability, claims, actions and/or expenses (including without limitation reasonable attorneys fees) of any kind whatsoever arising out of and/or relating to such entrant's participation in the Program, including the acceptance, receipt and/or use of any prize or any travel or activity related to the acceptance, receipt and/or use of any prize.

By participating in the Program, participants consent to the use of their names, pictures, or other likenesses (without compensation, review or approval) for promotional purposes as determined, in its sole and absolute discretion, by Promoter. Except where prohibited by law, participants grant to Promoter the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Program website and/or any Promoter and/or distributor websites), the participant's name, address, voice, statement(s), picture(s) and/or other likeness, without compensation, review or approval, in connection with this Program for public relations, advertising and Program purposes, as may be determined by Promoter in its sole and absolute discretion.

- 19. DISPUTES:** Any dispute arising out of or connected with the Program, including without limitation any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively in the Circuit Court of Blue Earth County District Court, or, if applicable, in the federal district court in which such county sits. All issues and questions concerning the construction, validity, interpretation and enforceability of the Program's Official Rules, or the rights and obligations of entrants and Promoter in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Minnesota. In the event of any dispute, under no circumstances shall entrant (and/or the person traveling with any Grand Prize winner) recover anything other than actual out-of-pocket costs incurred in entering this Program; without limitation, there shall be no equitable or injunctive relief and no recovery of incidental, consequential, increased, multiplied or punitive damages, or attorney fees. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR REMEDIES, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.