

2021 MTN DEW® BOAT SWEEPSTAKES



OFFICIAL RULES



NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

THE SWEEPSTAKES IS OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING IN ILLINOIS and MINNESOTA WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF PARTICIPATION. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT PARTICIPATE IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.

- 1. SWEEPSTAKES PERIOD:** Sweepstakes begins May 30, 2021, 12:01 CST and ends July 24, 2021, Midnight CST (the "Sweepstakes Period").
- 2. HOW TO PARTICIPATE:** There are two (2) ways to enter:

Beginning on May 30, 2021; 12:01 AM CST and prior to July 24, 2021; Midnight CST; enter by one of the following methods.

To enter by Text: Text DEWFISHING to 72727 and complete the official entry form to enter for a chance to win. Participants must have a mobile phone with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service provider for each message sent and received. Approximately a total of four (4) text messages will be required to participate. 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 via text messaging the entrant is consenting to receive text and phone messages regarding the Sweepstakes. Entrants will be given the opportunity to "cancel" (or unsubscribe) each time they receive a text message by sending "STOP" to the short code above;

To Enter Online: Visit dewfishing.com and complete the official entry form to enter for a chance to win.

One entry per person per day regardless of entry method. The Sponsor and Administrator are not responsible for incomplete, lost, late, misdirected, incomplete or illegible entries, or for failure to receive entries due to transmission failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor.

Delivery or receipt of an entry will not be deemed by the Sponsors as proof of entry into this Sweepstakes. 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.

- 3. ELIGIBILITY: YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN ILLINOIS OR MINNESOTA THROUGHOUT THE SWEEPSTAKES PERIOD AND 18 YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION*.** Potential winners may be required to provide proof of legal U.S. residency if requested by Sponsors to determine eligibility and as a condition of prize award. The following persons are not eligible to participate or win: Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within the past six months, held employment with or performed services for Pepsi-Cola Company (collectively "Sponsors"), Pepsi-Cola Company bottlers, PepsiCo, Inc., CUB Foods, ("Promotional Partner"), North America Branding ("Administrator"), their respective subsidiary and affiliated companies, participating retailers, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Promotion Parties"), immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes).
- 4. DRAWING:**

Potential winners will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend upon the total number of eligible entries received. Drawing date will occur as follows and will be conducted by the Sponsor, whose decisions shall be final and binding. Limit one (1) prize per person/household.

The drawing will be held on or about July 28, 2021. To be eligible for the drawing, the entry must be received by midnight on July 24, 2021.

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5. PRIZE DETAIL:

Grand Prize: One (1) Boat, Motor and Trailer Package (ARV=\$32,454):

- One (1) Alumacraft® Competitor 165 Sport Boat
- One (1) Mercury® 90 HP Motor
- One (1) Shoreland'r® Trailer

Experiential Prize: One (1) Fish with MLF Pro Chad Grigsby Excursion (ARV \$500.00):

- ONE (1) 8-hour excursion for 2 (youth allowed if accompanied by adult winner)
- Held on Lake Minnetonka in Minnesota
- Boat, Fishing Gear, Bait provided
- Lunch Provided
- Available Dates Mutually Agreed On With Chad Grigsby To Select From (August 9th, 10th, 11th, 12th, 30th, 31st, 2021; September 1st, 2nd or 3rd, 2021).
- Winner (and Guest) Must Possess Current 2021 MN DNR Fishing License To Participate In Excursion, Not Provided In Prize Package.

Total ARV for all prizes \$32,954.

- 6. GENERAL:** This Sweepstakes is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. 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 as determined by Sponsors, in their sole discretion. Sponsors reserve the right to substitute a prize of equal or greater value in the event any portion of the prize becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this Sweepstakes, you agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrants' actual out-of-pocket expenses (e.g., costs associated with participating), and entrants further waive all rights to have damages multiplied or increased. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prize. If applicable, winner will receive an IRS Form 1099 for the retail value of the prize. No groups, clubs or organizations may enter or win prizes. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited.
- 7. CONDUCT:** By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the judges that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsors reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; 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 unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY EQUIPMENT 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; SPONSORS 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.

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- 8. LIMITATIONS OF LIABILITY:** Sponsors 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; or (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 or providers utilized in any aspect of the operation of 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 Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at participating stores and a random drawing(s) may be held from among all eligible, non-suspect entries received prior to such time. Sponsors reserve the right, at their sole discretion, to disqualify any entrant (and all of his/her entries) from this Sweepstakes or any other promotion conducted now or in the future by Sponsors or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of this Sweepstakes. Sponsors reserve the right to correct errors in promotional materials.
- 9. WINNER NOTIFICATION:** Potential winners will be notified by phone call, email or mail at the phone number, email address or mailing address provided by the entrant at the time of entry. Winners may be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seven (7) days of attempted winner notification as indicated by the date on the Affidavit. Sponsor and Promotion Parties are not responsible for suspended or discontinued wireless, land line or online service or change in mailing address which may result in a potential winner not receiving initial prize notification. Boat package prize will be delivered to winners at No Charge once award is accepted and address verification has occurred. Experiential prize begins at boat ramp at Lake Minnetonka, MN and transportation to and from this location is not provided. Prizes not claimed by September 30, 2021 or will be forfeited. Sponsor shall have no further liability to award that prize. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Prizes will only be awarded to verified winners residing within an eligible state.
- 10. RELEASE OF LIABILITY:** All entrants, as a condition of participation, and all winners, by acceptance of a prize, agree to release Sponsors, and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use or misuse of any prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize. The winners shall bear all risk of loss or damage to their prizes and/or prize documentation after it has been delivered. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty included in the prize packaging. Except where prohibited by law, winner grants to Sponsors and Promotion Parties the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsors or Promotion Parties.
- LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE ANY EQUIPMENT ASSOCIATED WITH THE SWEEPSTAKES OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
- Please see Sponsors' and Promotional Partners' privacy policies located at <http://policy.pepsi.com/privacy.htm>, <http://www.fritolay.com/legal/privacy-policy.htm> and <https://www.cub.com/about/privacy-policy.html> for details regarding the use of personal information collected in connection with this Sweepstakes.
- 11. PRIZE WINNERS AND OFFICIAL RULES:** A copy of these Official Rules and the Sweepstakes results may be obtained by sending a self-addressed, postage prepaid written request to MTN Dew® Boat Sweepstakes at Cub, PO Box 264, Elysian, MN 56028. Written requests must be received by September 30, 2021.

12. SPONSOR: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604