

**“CHASE THE MONSOON. GET A RIDE.” SWEEPSTAKES (“SWEEPSTAKES”)  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED IF ENTERING VIA INSTAGRAM OR TWITTER. DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM OR TWITTER.**

**THE SWEEPSTAKES IS OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE (NINETEEN [19] FOR ALABAMA AND NEBRASKA) OR OLDER AT THE TIME OF PARTICIPATION. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT ENTER IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED.**

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 1, 2019 at 12:00:00 a.m. Eastern Time (“ET”) and ends on November 3, 2019 at 11:59:59 p.m. ET (“Sweepstakes Period”).
- 2. HOW TO ENTER:** There are three (3) ways to enter the Sweepstakes as described below. For the Instagram and Twitter methods of entry, you must take a photo of yourself with your cup of MTN DEW® Berry Monsoon you purchased at a participating Sam’s Club Café (“Photo”). Next, follow the specific instructions stated below to submit your entry.
  - (a) INSTAGRAM:** During the Sweepstakes Period, post your Photo (described above) with hashtag **#RideLikeChaseSweepstakes** on your personal Instagram page (altogether, the “Entry”) to receive one (1) entry into the random drawing. You must have an Instagram account to enter the Sweepstakes via the entry method and you must have a public profile on the Instagram account used to enter in order to be contacted by Pepsi-Cola Company (“Sponsor”) or its agents if you are selected as a winner. If you do not have an Instagram account, one can be opened for free by visiting <http://instagram.com> and following the appropriate link to download the free Instagram application. Additional conditions and guidelines apply to this entry method, see below and Section 3.
  - (b) TWITTER:** During the Sweepstakes Period, tweet your Photo (described above) with hashtag **#RideLikeChaseSweepstakes** (also an “Entry”) to receive one (1) entry into the random drawing. You must have a Twitter account to enter the Sweepstakes via the method and your Twitter setting must be set to “unprotected” and/or “public” in order for your tweet to be viewable by Sponsor and its agents and/or to be contacted by Sponsor or its agents if you are selected as a winner. There is no charge to sign up for Twitter. If you do not have a Twitter account, follow the onscreen instructions to register for a free Twitter account at <http://twitter.com>. Additional conditions and guidelines apply to this entry method, see below and Section 3.
  - (c) MAIL-IN: To enter without making a purchase,** hand print your first and last name, complete mailing address with zip code, daytime phone number and email address on a 3” x 5” card and mail in an envelope to: “Chase the Monsoon. Get A Ride.” Sweepstakes, PO Box 650023, Dept 888-7117, El Paso, TX 88565-0023. Mail-in entries must be postmarked by November 3, 2019 and received by November 11, 2019. Limit one (1) mail-in entry per outer mailing envelope. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail. All entries become the property of Sponsor and will not be returned to entrant.

All entries, whether those submitted via Instagram, Twitter or Mail-in, may hereinafter be referred to as "Entry". Each Entry submission must be manually key stroked and/or 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 social media accounts or IP addresses may be blocked. Additionally, use of multiple social media accounts or the manipulation of an entrant's contact information, for the purpose of obtaining more than the stated number of Entries, is prohibited and such persons will be disqualified and all Entries shall be deemed invalid and any prize awarded shall be forfeited.

**Photos/Entries will not be judged. Limit one (1) Entry per person per day, regardless of entry method.** A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. ET and ending at the following 11:59:59 p.m. ET. If entering via Twitter, the Twitter clock shall be the official time-keeping device of the Sweepstakes, as to when your Entry was received. If entering via Instagram, the Instagram clock shall be the official time-keeping device of the Sweepstakes, as to when your Entry was received. Proof of delivery or receipt of Entry will not be deemed by the Sponsor as proof of entry into this Sweepstakes.

**If entering via (a) or (b) above:**

The hashtag #RideLikeChaseSweepstakes must be included in your Entry to be considered a valid Entry. Entries must be received during the Sweepstakes Period. By using the hashtag, entrants are consenting to receive direct messages via Twitter or Instagram if he/she is selected as a winner. Entrant agrees that his/her Entry conforms to the "Entry Guidelines" specified in Section 3 and understands that each Entry, he/she submits must be different from Entries previously submitted. Duplicate Photos will not be accepted.

The name of the person submitting an Entry into the Sweepstakes and name of the person in the Photo must be the name of the authorized account holder of the social media account used to enter, otherwise, the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized account holder of the social media account used during the entry process. The potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account.

Standard data charges may apply if participating via your mobile device. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF SPONSOR'S DIGITAL AND SOCIAL ASSETS, AT SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such Entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration to the entrant.

**3. ENTRY GUIDELINES APPLICABLE TO ENTRIES SUBMITTED VIA INSTAGRAM OR TWITTER:** By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place the Sponsor under any obligation. The Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that the Sponsor has no obligation to use or post any Entry you submit.

By submitting an Entry, you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third-party rights. Each entrant will indemnify and hold harmless, the Sponsor and Promotion

Parties (defined below) from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including the Sponsor's use of such Entry, in a form satisfactory to administrator, upon request, prior to awarding of prize.

As determined by the Sponsor, in its sole discretion, Entries must meet the following guidelines: (a) Must comply with these Official Rules and the Instagram Terms of Use and Community Guidelines or The Twitter Rules found at <https://www.instagram.com/legal/terms> or <https://help.twitter.com/en/rules-and-policies/twitter-rules>, respectively (In the event of a conflict between the Sweepstakes Official Rules and The Twitter Rules or Instagram Terms of Use and Community Guidelines, the Sweepstakes Official Rules shall govern.); (b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, political, religious, professional or age group, profane or pornographic, or contain nudity; (c) Cannot promote alcohol, marijuana, illegal drugs, tobacco, e-cigarettes, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) Cannot be obscene or offensive, endorse any form of hate or hate group; (e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about the Sponsor, its customers or its products, or other people, products or companies; (g) Cannot contain trademarks, logos or trade dress owned by others (except the Sponsor's, as indicated on cup/advertisements), or advertise or promote any brand or product of any kind (except the Sponsor's or Sam's Club Café cup design), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (h) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by the Sponsor) without permission; (i) Cannot contain background artwork, unless it is an original work of the entrant; (j) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant, without permission; (k) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate; and (l) Cannot depict, and cannot itself, be in violation of any law.

If the Sponsor, at any time during the Sweepstakes Period, receives a complaint (including but not limited to a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in an Entry, the Sponsor reserves the right to remove such Entry at any point in the Sweepstakes Period, without prior notice and Entry will be deemed void and ineligible to receive a prize.

Any waiver of any obligation hereunder by the Sponsor does not constitute a general waiver of any obligation to entrants.

**4. ELIGIBILITY:** Open only to legal residents residing in one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age (nineteen [19] for Alabama and Nebraska) or older at the time of participating. Void where prohibited. Potential winners may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility and as a condition of prize award. The following persons are not eligible to participate or win: Employees of PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, Sam's Club Café, and their respective subsidiary and affiliated companies, participating locations, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, "Promotion Parties"), Hendrick Motorsports LLC, Chase Elliott, Chase Elliott Endorsements, LLC, Chase Elliott Foundation, LLC, Chase Elliott Motorsports, LLC and the 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 Promotion).

5. **DRAWING:** The potential winners will be selected in a random drawing on or about November 12, 2019 from among all eligible Entries received by an independent judging agency whose decisions are final and binding. Odds of winning depend on the number of eligible Entries received. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) prize per person/household.

6. **PRIZE DETAILS:** **One (1) Grand Prize** will be awarded, consisting of a 2019 Chevrolet Camaro 2SS Coupe, custom wrapped (the "Vehicle"). Winner must accept delivery of the Vehicle at a specified time and location within winner's city. The Vehicle will have been used and will be awarded in "as is" condition. The Vehicle will have accrued mileage, although actual mileage on the Vehicle cannot be determined prior to the awarding of the Vehicle. Mileage accrued is not expected to exceed 1,000 miles. Winner must provide a current, valid driver's license and proof of insurance/registration before taking possession of Vehicle; failure to show same may result in prize forfeiture and selection of an alternate winner. Any vehicle displayed or pictured in promotional/advertising materials may not be the actual Vehicle awarded. Registration, title, licensing fees, taxes (including, but not limited to, sales taxes and income taxes), insurance and costs associated with the Vehicle, including any travel and transportation costs associated with collecting the Vehicle, if applicable, are solely the responsibility of the Winner. Winner does not have a choice of color, package or options. Any upgrades or options not on Vehicle as delivered are solely the responsibility and are at the sole expense of the winner. All expenses not expressly specified herein are solely the Winner's responsibility. Winner must take delivery of the Vehicle on a day/time mutually agreed upon by Sponsor and winner, and not to exceed thirty (30) days after the Promotion Period or prize may be forfeited, in Sponsor's sole discretion. Approximate Retail Value ("ARV") of the Grand Prize is \$40,376.00.

If the Sponsor so elects, winner and/or guest may be required to submit to a confidential background check to help ensure that he/she will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. The Sponsor reserves the right to disqualify winner and/or guest based on the results of his/her background check. If requested, winner and/or guest must agree to sign waiver forms authorizing the release of personal and background information or prize may be forfeited.

**Twenty-five (25) First Prizes** will be awarded each consisting of a Chase Elliott T-shirt signed by Chase Elliott. Size determined by Sponsor, in Sponsor's sole discretion. No substitutions allowed. ARV of each First Prize is \$20.45.

**Twenty-five (25) Second Prizes** will be awarded each consisting of a Chase Elliott hat signed by Chase Elliott. ARV of each Second Prize is \$16.50.

Winner must accept prize as stated by Sponsor or prize may be forfeited. Autographs have no cash value. Total ARV of all prizes is \$41,299.75.

7. **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 a non-cash prize may not be redeemed for cash value, except as determined by Sponsor, in its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of a prize becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this Sweepstakes, entrant agrees 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 any. Grand Prize winner will receive an IRS Form 1099 for the retail value of the prize. 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. No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted or used by winner for any reason will be forfeited. Any difference between stated value and actual value will not be awarded.

**8. CONDUCT:** By participating in this Sweepstakes, entrants 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 entry 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 ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE A SOCIAL MEDIA PLATFORM 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 RESERVES 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.**

**9. 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, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, social media platform or any combination thereof; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to entrants or to any other person’s computer, mobile device or property 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 the event of any such cancellation, termination or suspension, a notice will be posted at participating stores and a random drawing may be held from among all eligible, non-suspect Entries received prior to such time. Sponsor reserves the right, at its 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 Sponsor or any of its affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR’S OR PROMOTION PARTIES’ NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.**

**10. WINNER NOTIFICATION:** If a potential winner participated via Instagram or Twitter, he/she will be notified via direct message through his/her Instagram or Twitter account and will be required to respond to the notification (as stated within the notification) within seventy-two (72) hours, indicating whether he/she can accept the prize and/or to capture contact information, including a valid email address.

If a potential winner participated via the Mail-In method of entry, he/she will be notified by email at the email address provided by the entrant at the time of entry.

The Grand Prize winner will 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. Failure to respond to a notification (as stated above) or return any required documents within the specified number of hours/days may result in prize forfeiture. 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. First and Second Prizes will be awarded via mail within six (6) to eight (8) weeks of winner verification. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given.

**11. RELEASE OF LIABILITY:** All entrants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, Hendrick Motorsports LLC, Chase Elliott, Chase Elliott Endorsements, LLC, Chase Elliott Foundation, LLC, Chase Elliott Motorsports, LLC, Instagram, Inc., and Twitter, Inc. and each of their respective officers, directors, employees, agents, licensors and assigns), and 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. Each winner shall bear all risk of loss or damage to his/her prize and/or prize documentation after it has been delivered. Except where prohibited by law, each 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, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor or Promotion Parties.

Sponsor's use of your personal information is subject to the privacy policy located at <http://policy.pepsi.com/privacy.htm>. Any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Grand Prize winner's name may be included in a publicly-available winner's list.

**12. WINNER'S LIST:** For the name of the Grand Prize winner, send a self-addressed stamped envelope by December 12, 2019 to: "Chase the Monsoon. Get A Ride." Sweepstakes Winner's List, 10 South 5th Street-7th Floor, Dept. 888-7117, Minneapolis, MN 55402.

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

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to the Sponsor and not to Instagram or Twitter.