

Mountain Dew 'Free Fuel for a Year' Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER. THE ODDS OF WINNING A PRIZE ARE SUBJECT TO THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT (OR ENTRANT'S PARENT/LEGAL GUARDIAN, IF ENTRANT IS DEEMED A MINOR IN THE STATE OF HIS/HER RESIDENCE) AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility** - The Mountain Dew Free Fuel For a Year Sweepstakes (the "Sweepstakes") is open only to legal residents of FL, IL, IN, KY, OH and TN who are eighteen (18) years or older and have a Refreshing Rewards® card at the time of entry. If you do not have a Refreshing Rewards® card, you may request one for free at any Thorntons convenience store location. Void outside of FL, IL, IN, KY, OH and TN, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Thorntons LLC., 2600 James Thornton Way Louisville, KY 40245 (the "Administrator") or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor and Administrator, the "Sweepstakes Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, municipal, and local laws and regulations. Participation constitutes entrant's (or entrant's parent/legal guardians, if entrant is deemed a minor in the state of his/her residence) full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. When to Enter** - The Sweepstakes begins on November 4, 2020 at 12:00:00 AM Eastern Time ("ET") and ends on January 5, 2021 at 11:59:59 PM ET (the "Sweepstakes Entry Period").

The Sweepstakes consists of one element: (1) the grand prize sweepstakes portion ("Grand Prize Pool").

The Grand Prize Pool will be one entry pool. When an entrant clicks to load the entry from the Thorntons Refreshing Rewards App, he/she will automatically receive entry into the Grand Prize Pool.

The Grand Prize Pool will run during the entire Sweepstakes Period.

Grand Prize Pool	Start Date at 12:00:00 AM ET	Alternative Method of Entry Postmarked by Date	Alternative Method of Entry Received by Date	Drawing Date (on or about)
1	November 4, 2020	January 2, 2021	January 5, 2021	January 7, 2021

- 3. How to Enter** - During the Sweepstakes Period, when an eligible participant entrant clicks to load the entry from the Thorntons Refreshing Rewards App, he/she will automatically receive an entry into the Grand Prize Pool.

Once entered, an eligible participant may purchase any Pepsi 20oz product to earn one (1) additional entry during the sweepstakes entry period.

Or, to enter without using the Refreshing Rewards App, hand print your first and last name, street address, city, state, zip code, email address, and your Refreshing Rewards® card number on a 3 x 5" paper/card and send in a first-class stamped envelope to: Mountain Dew Free Fuel For a Year Sweepstakes, Thorntons LLC., Marketing Department, PO Box 34230, Louisville, KY 40232, to be post-marked by date and received by date listed in the chart above. Limit of one (1) entry per outer envelope. If you do not have a Refreshing Rewards card, you may request one for free at your Participating Location. For each mail-in entry received, the entrant will receive one (1) entry into the Grand Prize Pool. Any mail-in entry that does not include a Refreshing Rewards® card number will be disqualified. Any mail-in entry received after the Received by Date will be disqualified.

The Grand Prize Pool entries may hereafter be referred to collectively as "Entry" or

“Entries”.

All Entries must be received by 11:59:59 PM ET on Tuesday, January 5, 2021 for the final Grand Prize Pool.

Any attempt by any participant to enter by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Entries and that participant may be disqualified, at the sole discretion of Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. In the event of a dispute regarding who submitted an Entry, that Entry will be deemed submitted by the authorized holder of the Refreshing Rewards account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned to the Refreshing Rewards account. No automatically generated entries will be accepted.

- 4. Privacy Policies and Data Collections** - Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy: <http://www.thorntonsinc.com/contact/privacy-policy> as applicable. By entering this Sweepstakes, each entrant (or entrant's parent/legal guardian's, if entrant is deemed a minor in the state of his/her residence) agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.

- 5. Winner Selection** - There will be a total of three (3) Grand Prize winners. On or about January 7, 2021, three (3) Grand Prize winners will be selected via a random drawing to be held by Administrator, from among all eligible Grand Prize Pool Entries received.

THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

- 6. Verification of Potential Winners** - In order to be confirmed as a winner, and without limitation of any other terms herein, each potential winner may be required upon Sponsor's reasonable request to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential winner is an eligible entrant, including but not limited to providing a copy of a potential winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Each Grand Prize winner (or Grand Prize winner's parent/legal guardian's, if a Grand Prize winner is deemed a minor in the state of his/her residence) will be required to sign and return to Administrator, within five (5) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited), and a W9 in order to claim his/her prize, or such other documents as Sponsor deems necessary, in its sole discretion (collectively, "Prize Claim Documents"). If a potential winner cannot be contacted, fails to sign and return the Prize Claim Documents (if required) within the required time period, such potential winner may be disqualified and may forfeit his/her prize. In the event that a potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner by random drawing from among all remaining eligible Entries, time permitting. Upon verifying a Winner, Administrator or Sponsor will mail the Prize to the address provided during the verification process. Allow 6-8 weeks for receipt of mailed Prize. Neither Sponsor nor Administrator are responsible for lost, late, delayed, mutilated, or damaged mailing of the Prize.

(1) Prize and Approximate Retail Value: One (1) Grand Prize – A \$1,350.00 Thorntons' Gift Card. ARV: \$1,350.00 each.

Grand Prize may be referred to herein as "Prize." Prize will be awarded provided it is validly claimed by January 17, 2021, which no alternate potential Winner will be selected, nor unclaimed Prize awarded. Prize cannot be used in conjunction with any other promotion or offer. No interest will be awarded on Prize. Prize is subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a Prize is solely the responsibility of Winner. Grand Prize winner will receive an IRS Form 1099 reflecting the actual retail value of his/her Prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes.

- 7. Participation Conditions/Release/Consent to use Likeness:** By participating, each entrant (or entrant's parent/legal guardian's, if entrant is deemed a minor in the state of his/her residence) agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor/Administrator from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) release Facebook, Inc. from any and all liability associated or in connection with Thorntons LLC.'s Sweepstakes promotion, and each Entrant further understands and agrees that this Sweepstakes is in no way sponsored, endorsed, administered by, or associated in any way with Facebook, Inc. and that any and all information provided by Entrant is provided exclusively to Thorntons LLC. and not Facebook, Inc. (d) release Pepsi Company from any and all liability associated or in connection with Thorntons LLC.'s Sweepstakes promotion, and each Entrant further understands and agrees that this Sweepstakes is in no way sponsored, endorsed, administered by, or associated in any way with Pepsi Company and that any and all information provided by Entrant is provided exclusively to Thorntons LLC. and not Pepsi Company (e) indemnify, defend and hold harmless the from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (f) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation except where prohibited by law.
- 8. General Conditions:** Sponsor (The Pepsi Company) reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of Prize described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver

of that provision.

- 9. Limitations of Liability** - The Sweepstakes Entities as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant (or entrant's parent/legal guardian's, if entrant is deemed a minor in the state of his/her residence) further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.
- 10. Disputes/Governing Law** - Entrant (or entrant's parent/legal guardian's, if entrant is deemed a minor in the state of his/her residence) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Louisville, Kentucky, under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Kentucky state or federal court judge with experience in entertainment matters who shall follow Kentucky law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Kentucky, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Kentucky. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Kentucky; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules (whether of the State of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Kentucky.
- 11. Sweepstakes Winners** - For the Sweepstakes Winners' names (available after January 17, 2021), send a hand- printed, self-addressed, stamped envelope by January 17, 2021 to: Winners List – Mountain Dew Free Fuel For a Year Sweepstakes Rules, Thorntons LLC., Marketing Department, PO Box 34230, Louisville, KY 40232

12. Official Rules - For a copy of these Official Rules, see website, <https://www.thorntonsinc.com/my-thorntons/promotions> or send a hand- printed, self-addressed, stamped envelope by January 2, 2021 to: Official Rules – Mountain Dew Free Fuel For a Year Sweepstakes Rules, Thorntons LLC., Marketing Department, PO Box 34230, Louisville, KY 40232

13. Sponsor: Thorntons LLC., 2600 James Thornton Way, Louisville, KY 40245.

14. Administrator: Thorntons LLC., 2600 James Thornton Way, Louisville, KY 40245.