

**THE MTN DEW®/MTN DEW® GAME FUEL®/DORITOS® CALL OF DUTY®: BLACK OPS COLD WAR PROMOTION**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.**

**2XP VALID IN FULL GAME MULTIPLAYER MODE ONLY; USE IN OTHER MODES MAY BE RESTRICTED. INTERNET CONNECTION REQUIRED. GAME SOLD SEPARATELY. ONLINE MULTIPLAYER SUBSCRIPTION MAY BE REQUIRED, SOLD SEPARATELY.**

**LIMIT 1 HR 2XP PER DAY, 40 HRS TOTAL, APPLIES TO ALL 2XP REDEMPTIONS FOR CALL OF DUTY®: BLACK OPS COLD WAR (NOT LIMITED TO THIS PROMOTION). MAXIMUM OF 160 CODES PER PERSON.**

The Mtn Dew®/Mtn Dew® Game Fuel®/Doritos® Call of Duty®: Black Ops Cold War Promotion ("Promotion") is sponsored by Pepsi-Cola Company ("Sponsor"), 1111 Westchester Avenue, White Plains, New York, NY 10604 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033. Activision Publishing, Inc. is not a sponsor of this Promotion.

- 1. PROMOTION PERIOD:** The Promotion begins on October 5, 2020 at 12:00 PM Eastern Time ("ET") and ends on January 31, 2021 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of a sweepstakes ("Sweepstakes") and an offer ("Offer") and includes seventeen (17) entry periods (each an "Entry Period") as outlined in the chart below:

<b>Entry Period</b>	<b>Start Date and Time</b>	<b>End Date at 11:59:59 PM ET</b>	<b>Mail-In Post-Marked By Date</b>	<b>Mail-In Received By Date</b>	<b>Approximate Sweepstakes Drawing Date</b>
<b>1</b>	October 5, 2020 at 12:00 PM ET	October 11, 2020	October 11, 2020	October 21, 2020	October 22, 2020
<b>2</b>	October 12, 2020 at 12:00 AM ET	October 18, 2020	October 18, 2020	October 28, 2020	October 29, 2020
<b>3</b>	October 19, 2020 at 12:00 AM ET	October 25, 2020	October 25, 2020	November 4, 2020	November 5, 2020
<b>4</b>	October 26, 2020 at 12:00 AM ET	November 1, 2020	November 1, 2020	November 11, 2020	November 12, 2020
<b>5</b>	November 2, 2020 at 12:00 AM ET	November 8, 2020	November 8, 2020	November 18, 2020	November 19, 2020
<b>6</b>	November 9, 2020 at 12:00 AM ET	November 15, 2020	November 15, 2020	November 25, 2020	November 30, 2020
<b>7</b>	November 16, 2020 at 12:00 AM ET	November 22, 2020	November 22, 2020	December 2, 2020	December 3, 2020
<b>8</b>	November 23, 2020 at 12:00 AM ET	November 29, 2020	November 29, 2020	December 9, 2020	December 10, 2020
<b>9</b>	November 30, 2020 at 12:00 AM ET	December 6, 2020	December 6, 2020	December 16, 2020	December 17, 2020
<b>10</b>	December 7, 2020 at 12:00 AM ET	December 13, 2020	December 13, 2020	December 23, 2020	December 28, 2020

11	December 14, 2020 at 12:00 AM ET	December 20, 2020	December 20, 2020	December 30, 2020	January 4, 2021
12	December 21, 2020 at 12:00 AM ET	December 27, 2020	December 27, 2020	January 6, 2021	January 7, 2021
13	December 28, 2020 at 12:00 AM ET	January 3, 2021	January 3, 2021	January 13, 2021	January 14, 2021
14	January 4, 2021 at 12:00 AM ET	January 10, 2021	January 10, 2021	January 20, 2021	January 21, 2021
15	January 11, 2021 at 12:00 AM ET	January 17, 2021	January 17, 2021	January 27, 2021	January 28, 2021
16	January 18, 2021 at 12:00 AM ET	January 24, 2021	January 24, 2021	February 3, 2021	February 4, 2021
17	January 25, 2021 at 12:00 AM ET	January 31, 2021	January 31, 2021	February 10, 2021	February 11, 2021

Non-winning entries will not carry forward into subsequent Sweepstakes Entry Period drawings. The Administrator's computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States who are at least seventeen (17) years old at the time of entry ("Participant"). Employees of Sponsor, Administrator, Activision Publishing, Inc., and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes Participant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, a Participant's residential zip code and e-mail address will be the zip code and e-mail address submitted at the time of registration. Participants will not be allowed to change their zip code or e-mail address.

3. **HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter the Sweepstakes as outlined below:

A. **Make A Purchase:** During the Sweepstakes Period, an eligible Participant may purchase any of the following products in store or online, while supplies last, (each a "Qualifying Purchase") and locate the code (each a "Code") as indicated below:

- i. **MTN DEW®:** Look for a unique ten (10)-character alphanumeric Code underneath bottle caps on specially-marked 20 oz. bottles of Mtn Dew®, Diet Mtn Dew®, Mtn Dew® Zero Sugar, and printed on the inside paperboard of 12 oz. 12-pack and 24-pack cans of Mtn Dew, Diet Mtn Dew, Mtn Dew Zero Sugar.
- ii. **MTN DEW® GAME FUEL®:** Codes can be found printed under tab on specially-marked MTN DEW GAME FUEL cans.
- iii. **DORITOS:** Look for a unique (13)-character alphanumeric code in the bottom right-hand corner on the back of specially marked bags of DORITOS®.

Participant must then visit DewAndDoritos.com (a "Website") and follow the on-screen instructions to register for the Promotion. Participant must use his/her valid e-mail address along with a complete valid name (no initials), zip code, password, date of birth, and phone number to set up his/her free Promotion account. Every Participant will be required to register on the Website. Participants will also have to sign in with their PlayStation account, Xbox Live account, or Battle.net account or create one if they do not already have one (collectively, "Account"). In order for a Participant to redeem his/her in-game rewards, he/she must also be a PlayStation PS Plus or Xbox Live Gold account Member in good standing. PlayStation Plus and Xbox Live Gold memberships are paid subscriptions, sold separately. Participant must then enter a valid Code. Upon the successful submission of the registration information and a valid Code, a Participant will receive one (1) Sweepstakes entry into the applicable Entry Period. **Each Code may only be used one (1) time.**

**B. Mail-In Without Making a Purchase:** To earn a Sweepstakes entry without making a purchase, a Participant may hand-write their complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY), on a 3½"x5" card ("Mail-In Entry") and mail it (in an outer mailing envelope) with sufficient postage to The Mtn Dew®/Mtn Dew® Game Fuel®/Doritos® Call of Duty®: Black Ops Cold War® Promotion, PO Box 490, Southfield, MI 48037. A Mail-In Entry is worth one (1) entry. Following this method of entry, a Participant will receive one (1) Sweepstakes entry into the applicable Entry Period.

All Mail-In Entries must be postmarked by and received by the respective dates indicated in the chart above in Section 1. Limit one (1) mail-in entry per hand-addressed stamped-outer envelope per day. Mechanical reproductions, postage-due, and Mail-In Entries sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries. Sponsors assume no liability for lost, late, stolen, illegible, incomplete, misdirected, mutilated or postage-due mail or requests.

**Entry Limit:** Regardless of method of entry and regardless of the number of Codes entered, there is a limit of one (1) Sweepstakes entry per person per day. If more than one (1) entry per day is received from the same person the entries may, at the Sponsor's sole discretion, be disqualified. Participants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that a Participant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that Participant, in Sponsor's sole discretion, may not be eligible to win a prize. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on October 5, 2020 when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

**4. HOW TO PARTICIPATE IN THE OFFER:** The Offer is only available for Participants who make a purchase and enter a valid Code as outlined above. Upon entering a valid Code and upon verification, Participant will unlock the following amounts of 2XP (each an "Offer Item") based on their specific Qualifying Purchase and Code, while supplies last:

**A. MTN DEW®:**

- i. A 20 oz. Mtn Dew®, Diet Mtn Dew®, or Mtn Dew® Zero Sugar DEW Code unlocks fifteen (15) minutes of 2XP.
- ii. A 12 oz 12-pk Mtn Dew®, Diet Mtn Dew®, or Mtn Dew® Zero Sugar DEW Code unlocks sixty (60) minutes of 2XP.

- iii. A 12 oz 24-pk Mtn Dew®, Diet Mtn Dew®, or Mtn Dew® Zero Sugar DEW Code unlocks one hundred twenty (120) minutes of 2XP.
- iv. First Code submitted on the Website unlocks an exclusive Weapon Charm and Animated Emblem

**B. MTN DEW® GAME FUEL®:**

- i. A 16 oz Code unlocks fifteen (15) minutes of 2XP.
- ii. A 12pk Code unlocks one hundred eight (180) minutes of 2XP.
- iii. First Code submitted on the Website unlocks an exclusive character skin (as determined by Sponsor in its sole discretion).

**C. DORITOS:**

- i. A 2.75 oz. (XXVL) Nacho Cheese, Cool Ranch, Flamin' Hot Limon, Twisted Lime or Flamin' Hot Nacho Code unlocks fifteen (15) minutes of 2XP.
- ii. A 9.75 oz. (XXL) Nacho Cheese, Cool Ranch, Spicy Nacho, Flamin' Hot Limon, Twisted Lime or Flamin' Hot Nacho Code unlocks sixty (60) minutes of 2XP
- iii. First Code submitted on the Website unlocks an exclusive in-game calling card

Offer Items are subject to availability and only available while supplies last. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure. Each Participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

- 5. CODES/ACCOUNT LIMITS:** Codes and/or Accounts cannot be sold, traded, bartered, assigned or transferred to or shared with a third party, auctioned through an online auction site, or otherwise obtained through any source other than from one of the methods mentioned above. Codes may be null and void if not obtained through authorized, legitimate channels. Each Code may only be used one (1) time and subsequent attempts to re-submit or re-use the same Code will be void. Offer Items will be automatically applied to Participant's specific Online ID, Gamer Tag, or Battle Tag upon successful Code entry and verification. In order to assign and use an Offer Item to an Online ID, Gamer Tag, or Battle Tag the account holder must purchase the Call of Duty®: Black Ops Cold War and log into Battle.net, PlayStation Network or Xbox Live and Register On-Line.

**There is a limit of one hundred sixty (160) Code entries per person/account throughout the Promotion Period.** Limit one (1) Account per person. Each Participant can only enter Codes into one (1) Account under one (1) registration. If a Participant enters Codes into multiple Accounts, then Sponsor, in its sole discretion, may void any such Codes and Accounts. The total number of Codes distributed by Sponsors throughout the Promotion Period is approximately 200 million based upon an estimated number of Codes produced at the time of printing of these Official Rules, given away or obtained through one (1) of the methods mentioned, actual number may vary. Codes and 2XP have no cash value. Sponsor assumes no liability for discrepancies, omissions, inconsistencies or errors in the number of Codes entered or the number of Offer Items acquired as a result thereof as reported on the Website. If any part of any game card or Code is counterfeited, or if the game card or Code comes from other games or promotions, or if any part is illegible, mutilated or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the game card or Code, as applicable, will be rejected and will be deemed void and invalid. Each Participant acknowledges and agrees that the decisions of Sponsor with respect to

Code entry and Offer Item transactions are final and binding, including without limitation, determinations regarding the validity of Codes.

**Limit:** One (1) hour 2XP per Gamer ID per day. Limit of forty (40) hours of 2XP total during the Promotion Period which applies to all 2XP redemptions for Call of Duty®: Black Ops Cold War and is not limited to this Promotion.

All Codes are subject to verification at the sole discretion of the Sponsor. Participant is not eligible to redeem an Offer Item until their Code has been submitted and verified and their Offer Item has been properly redeemed in accordance with these Official Rules, and Participant has fully complied with these Official Rules. Anti-fraud detection devices may be used for verification purposes. Caps, game cards and Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by Sponsor in its sole discretion, to be unauthorized, illegitimately obtained (i.e., through means other than those stated) or if they contain an unauthorized message, Code or other marking not issued by Sponsor for use in this Promotion, or if defective or if they contain printing or other mechanical errors or are printed or produced in error or are illegible or unreadable or blank. No Offer Item redemption will be valid if such entry is associated with any Code deemed void for any reason, including without limitation, the following: (a) Code is not verified or recognized as being validly issued by Sponsor in the Promotion; (b) Code is determined to be previously entered and used, except as provided herein; (c) Code is incorrectly or incompletely entered or submitted; or (d) Code or corresponding cap/game card is otherwise void. Each Participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of game cards, Codes, and other materials submitted for verification or Rewards redeemed. Sponsors shall have no obligation to the holder of any void cap/game card or Code. Sponsors may, at their sole discretion and without obligation, elect to replace an illegible Code with one (1) game card, if appropriate, upon request while supplies last. Sponsor reserves the right to inspect and examine any illegible game card prior to issuing a replacement. Replacements shall be issued at Sponsor's sole discretion and may be denied in the event of non-compliance with these Official Rules. Except as expressly stated above, Sponsor shall have no liability or obligation with respect to any void game card.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF A PARTICIPANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTION. PARTICIPANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO PARTICIPATE PROMOTION.

**6. RANDOM DRAWING:** On or around each drawing date indicated in the chart in Paragraph 1, the Administrator will randomly select one (1) potential Sweepstakes winner from all eligible entries received for each Entry Period, for a total of seventeen (17) potential Sweepstakes winners. Each winner is considered a potential winner pending verification of their eligibility and compliance with these Official Rules.

**7. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

**A. Sweepstakes Prizes (17 total; 1 per Entry Period):** Each Sweepstakes prize consists of one (1) hour of 2XP each calendar day for one year (total of three hundred sixty-five [365] hours a year) (each a “Prize”). 2XP has no cash value and therefore the approximate retail value of each Prize is \$0. The limit of 40hrs of total 2XP will not apply to the 2XP for Year winners. Limit one (1) prize per name / Account during the Promotion Period. No more than seventeen (17) Prizes,

one (1) per Entry Period, will be available in the Sweepstakes. **PlayStation account, Xbox Live account, or Battle.net account required to redeem a Prize.**

**B. Odds of Winning:** The odds of winning a Prize depend on the number of eligible Sweepstakes entries received during each Entry Period. No responsibility is assumed by Sponsors for any inability of a potential Participant to successfully enter any drawing due to circumstances outlined below or otherwise.

**C. General Conditions:** There is a limit of one (1) Prize per person. Prize specific terms and conditions apply. In no event will more than seventeen (17) Prizes, one (1) per Entry Period be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prize offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received.

**8. HOW TO CLAIM A SWEEPSTAKES PRIZE:** The potential Sweepstakes winners are subject to verification of eligibility and compliance with these Official Rules Potential winners will be notified by phone, mail and/or email at the phone, mail and/or email address provided upon registration, within twenty-four (24) hours of the drawing. If a potential winner is notified by phone, they will be required to respond within seventy-two (72) hours or his/her Prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial Prize notification. In the event of a dispute over the identity of a potential winner, an online entry will be declared made by the authorized account holder of such email address and potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email address. Failure to provide all required information within the stated time period may result in forfeiture of a winner's right to claim their Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, the respective Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Upon verification of eligibility, each Prize will be e-mailed to each winners at the e-mail address provided at the time of entry. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prize will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason.

**9. LIMITATION OF LIABILITY:** By participating in this Promotion, Participants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website

providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to Participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each Participant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Participant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Participant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**10. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT**

DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY:** Sponsor's privacy policy is available at <https://policy.mountaindew.com/privacy.htm>.
12. **PUBLICITY RIGHTS:** By participating in this Promotion, each Participant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use their name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
13. **GENERAL:** Sponsor and Administrator reserve the right to disqualify any Participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that they might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Participants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Participant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other



portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**14. SWEEPSTAKES WINNERS LIST:** For a list of Sweepstakes winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Mtn Dew®/Mtn Dew® Game Fuel®/Doritos® Call of Duty®: Black Ops Cold War® Promotion, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than March 31, 2021.

Customer Service inquiries may be made at [Contact Us](#) or call 888-974-1142.

© 2020 Pepsi-Cola Company. All rights reserved.

© 2020 Activision Publishing, Inc. ACTIVISION, CALL OF DUTY, and CALL OF DUTY BLACK OPS are trademarks of Activision Publishing, Inc.