

## MOUNTAIN DEW ZERO SUGAR E-BIKE GIVEAWAY AT MOON TUNES

### OFFICIAL RULES

OPEN TO U.S. RESIDENTS LIVING IN MINNESOTA, IOWA, OR WISCONSIN ONLY. VOID WHERE PROHIBITED.

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

The MOON TUNES, MOUNTAIN DEW ZERO SUGAR E-BIKE GIVEAWAY AT MOON TUNES (the "Program") is a "Register to Win" promotion.

**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, Iowa, or Wisconsin within the distribution territory serviced by Gillette Pepsi-Cola 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., 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.

**HOW TO ENTER:** During the Giveaway Period 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 Giveaway. 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. 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 Giveaway. 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 Giveaway. Limit one (1) entry per person.

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, phone number or postal address during the Giveaway 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 any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email/IP addresses, or wireless phone number may be blocked.

**AREAS:** The Program is offered in all geographic areas serviced by Gillette Pepsi Companies, Inc. participating in the Program in the states of IA, MN, WI.

**PROMOTER:** Program Promoter: Valley View Rotary, PO Box 545, La Crosse, WI. The Giveaway item is supplied by GPC, 1900 West Ave S, La Crosse, WI 54601. 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.

**PROGRAM PERIOD:** The Program Period begins on June 6<sup>th</sup>, 2024 and ends on September 12<sup>th</sup>, 2024.

**WHERE TO REGISTER:** Look for the Mtn Dew Zero E-Bike promotions at Moon Tunes events in La Crosse, WI. 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.

**WINNERS:** A random drawing will occur on Thursday, September 12<sup>th</sup> at the last Moon Tunes of the 2024 season. The Winner need not be present to win. (Promoter reserves the right to retroactively select winners for non-business days) One winner will be randomly selected from all eligible entries. Odds of winning will be dependent on the number of entries.

**WINNER NOTIFICATION:** The winner will be announced onstage at Moon Tunes on Thursday, September 14<sup>th</sup>. If not present, the winner will be notified by phone and/or email at the phone and/or email address provided upon entry. 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 subject to forfeited and prize 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.

**NO TRANSFER:** All registrant entries will be deemed to be made (and owned) by the person owning the account from which the entry is made. Entries 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.

**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 the onstage announcement, email, or phone using the name, email address, and/or phone number provided by participant at the time of entry, that his or her entry has been selected. Winners will be required to pick up their prize on stage or at GPC in La Crosse, WI unless a different address/location is provided when the winner is contacted. A driver's license or other acceptable form of photo I.D. must be presented to pick up prize. The winner may also be required to fill out and sign a waiver of liability, likeness form, and/or W-9 before prize will be released.

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.

**PRIZE:**

(1) Mtn Dew Branded Trek Verve+ 1

Approximate value: \$2,299.99

Participant accepts the Prize in an "as is" condition. Promoter makes no warranty or representation of any nature relative to the condition of the Prize, or any component part thereof. Winner shall make no claim against Promoter regarding prize, but will look solely to manufacturer regarding a warranty, if any.

**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 a prize 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.

**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.

**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.

**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.

**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 Dew Summer Waiver of Liability. Winner will also be required to completely, fully, and accurately complete a W-9 if prize won is valued over \$600. These documents are available upon request and shall be provided at the time of prize pick up. All winners will be required to produce photo 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 from any and all liability, claims, actions and/or expenses (including without limitation reasonable attorney's 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 Promoter from and against any and all liability, claims, actions and/or expenses (including without limitation reasonable attorney's 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, 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.

**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 La Crosse County, Wisconsin, 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 Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Wisconsin. In the event of any dispute, under no circumstances shall entrant 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.**

05/31/2024