

Mtn Dew Xbox One X Giveaway

Win an Xbox One X

OFFICIAL RULES

No purchase or payment necessary. A purchase or payment of any kind will not increase your chances of winning. Void where prohibited.

- 1. Enter for a chance to win an XBOX ONE X when you participate in the Mtn Dew Xbox One X Giveaway.**
- 2. HOW TO ENTER:** You may enter this Giveaway via Facebook. During the Entry Period, visit Pepsi in the 715's Facebook page (www.facebook.com/pepsi715), locate the Sponsor's Facebook post for the current Giveaway, like the post and post a comment tagging one (1) friend. You automatically will receive one (1) entry into the Giveaway drawing for your qualified comment. Social Media Notes: If your Facebook account is set to "protected mode" or "private" your Entry may not be visible and thus may not be received by Sponsor or eligible for a prize. Your Entry method must be set to "public". BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING ALL OFFICIAL RULES. Qualified comments must be responsive and may not be indecent, obscene, hateful, tortious, defamatory, or libelous, or contain material that violates or infringes another's rights, or disparage Sponsor or any other person or party or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any comment that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. An additional entry can be earned by sharing the post. Limit: Two (2) entries per person.
- 3. ELIGIBILITY:** Mtn Dew Xbox One X Giveaway (the "Giveaway") is open only to legal residents of the United States residing in one of the (50) United States or the District of Columbia who are 18 years of age or older at the time of entry. Void where prohibited by law. Employees of Wis-Pak, Inc., WP Beverages, LLC, Pepsi-Cola of Madison, Pepsi-Cola of Rockford, Pepsi-Cola of Iron Mountain, Pepsi-Cola of Mitchell, Pepsi-Cola of Park Falls, Pepsico Inc., Pepsi-Cola Company, its Shareholders & distributors, Instagram, Facebook, 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 Giveaway, and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children), and household members (people who share the same residence at least three (3) months out of the year) of employees are not eligible. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4. GIVEAWAY ENTRY PERIOD:** The Giveaway begins on November 28, 2017 at 3:00:01pm CST or when the Sponsor posts the Giveaway. All Giveaway entries must be submitted by 2:59:59pm CST on December 12, 2017.
- 5. PRIZE DETAILS:** One (1) Grand Prize will be awarded, consisting of one (1) Xbox One X console. Estimated Retail Value: \$499.99.
- 6. GIVEAWAY WINNER SELECTION AND NOTIFICATION:** One (1) winner will be awarded. One (1) entry for the Giveaway will be selected in a random drawing of all valid entries received during the Entry Period. Odds of winning are dependent upon number of entries received. Prize drawing will be held on or around December 12, 2017 at 4:00:00pm CST. Winner must be able to pick up Prize at Pepsi-Cola of Park Falls. Sponsor's decisions as to the operation of the Giveaway and the selection of the potential winners are final and binding in all matters related to the Giveaway. Sponsor will randomly select the potential Giveaway winner from all eligible entries received during the Entry Period. The potential winner will be notified via Facebook. Except where prohibited, the potential winner will be required to sign and return a Declaration of Eligibility, Liability, and Publicity Release ("Declaration") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. The winner of the Giveaway will be required to produce identification. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries, time permitting. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.
- 7. VERIFICATION:** All Giveaway entries submitted for redemption become the property of WP Beverages, LLC and will not be returned. All Giveaway entries are subject to verification by the Sponsor at the sole discretion of the judges and anti-fraud detection measures, entries found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, stolen, unissued, unauthorized, traded, bartered, sold, illegitimately obtained, or illegal in any way will be disqualified.
- 8. GENERAL CONDITIONS:** This Giveaway is governed by the laws of the United States and of the State of Wisconsin without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prize(s) will not be awarded. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for

any reason as stated in these Official Rules, no compensation will be given. All federal, state, and local laws & regulations apply.

9. **LIMITATIONS OF LIABILITY:** Sponsor 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 Giveaway; (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 Giveaway; (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 Giveaway or download of any materials in the Giveaway. If, for any reason, the Giveaway 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 Giveaway, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Giveaway in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor 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 Sponsor, 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 Sponsor shall not have any further liability to any participant in connection with the Giveaway. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Giveaway for clarification purposes without materially affecting the terms and conditions of the Giveaway.
10. **WINNER RELEASES:** All winners, by acceptance of a prize, agree to release radio station, retail partner, Wis-Pak, Inc., WP Beverages, LLC, Pepsi-Cola of Madison, Pepsi-Cola of Rockford, Pepsi-Cola of Iron Mountain, Pepsi-Cola of Mitchell, Pepsi-Cola of Park Falls, Pepsico Inc., Pepsi-Cola Company, its bottlers, their respective partners, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, or promotional agencies from any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses of any kind to persons and property which may be sustained in connection with the receipt, ownership, or use of the prize while traveling to, preparing for, and/or participating in any prize related activity. Any portion of a prize not accepted by the winner shall be forfeited. Neither WP Beverages, LLC nor Pepsi-Cola Company make any representations or warranties of any kind concerning the appearance, performance, or safety of any prize awarded. The winner shall bear all risk of loss or damage to prize after it has been delivered. Winner must consent to the use of his/her name, voice, picture, or other likeness without compensation for promotional purposes in all media as determined by WP Beverages, LLC, P.O. Box 8006, Madison, WI 53708.
11. **CONDUCT:** By participating in this Giveaway, participants 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 play process or the operation of the Giveaway; 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 PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
12. **SPONSOR:** The Giveaway Sponsor is WP Beverages, LLC, P.O. Box 8006, Madison, WI 53708. All decisions regarding all matters and aspects of, and relating to, the Giveaway shall be made by WP Beverages in its sole and absolute discretion, and all such decisions shall be final, binding, and conclusive. This includes decisions regarding the validity of entries and other materials submitted for verification, and the eligibility of participants. By entering this Giveaway, entrant agrees to these Official Rules and to the binding, final, and conclusive nature of Sponsor's decisions.

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11/28/2017