2017 Fuel with Dew Sweepstakes

OFFICIAL RULES

No purchase or payment necessary. A purchase or payment of any kind will not increase your chances of winning. Message and data rates may apply. Void where prohibited.

- 1. Enter to win four (4) grandstand tickets to the NASCAR race at the Chicagoland Speedway, September 17, 2017, and four (4) meet-and-greets with Kasey Kahne (as defined in section 5) when you participate in the 2017 Fuel with Dew Sweepstakes during the Entry Period (as defined in section 4).
- 2. ELIGIBILITY: The 2017 Fuel with Dew Sweepstakes (the "Giveaway") is open only to legal residents of the United States residing in Illinois, Michigan, South Dakota, or Wisconsin, 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, its Shareholders & distributors, 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 each employee 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.
- 3. HOW TO ENTER: For Official Rules visit www.wpbpepsi.com/fuelwithdew. During the Entry Period, you can enter via the following methods:
 - (a) TEXT MESSAGE: Use your mobile phone to text "FUEL" to short code 56242 and you will be automatically entered into the Sweepstakes. Participants must have a mobile phone with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service provider for each message sent and received. One (1) text message will be required to participate. 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 via text messaging the entrant is consenting to receive text and phone messages regarding the Sweepstakes. Entrants will be given the opportunity to "cancel" (or unsubscribe) each time they receive a text message by sending "STOP" to the short code above.

 (b) MAIL IN: hand print your name, complete street address, date of birth, and daytime phone number on a 3½ x 5 inch paper. Mail completed entry postmarked by 8/15/17 to: 2017 Fuel with Dew Sweepstakes, P. O. Box 8006, Madison, WI 53708. Each entry must be mailed separately in a hand-addressed, stamped envelope. Mail-in entries must be postmarked by 8/15/17 and received by 12:00:00 p.m. (noon) on 8/18/17 to be eligible. No photocopied or mechanically reproduced entries accepted. Sponsor not responsible for lost, late, incomplete, illegible, misdirected entries, or postage-due mail.

Limit one (1) entry per day per person. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. (midnight) CST and ending at 11:59:59 p.m. CST. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

In the event of a dispute over the identity of a potential winner, text message entry will be declared made by the authorized account holder of such wireless 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 email address or wireless phone number. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her wireless phone number or postal address during the Sweepstakes Period. Proof of texting does not constitute proof of delivery or entry. All entries become the property of Sponsor 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.

4. GIVEAWAY ENTRY PERIOD: The entry period for Sweepstakes begins at 12:00:00 a.m. (midnight) [CST] on 6/25/17 and ends at 11:59:59 a.m. [CST] on 8/15/17.

5. PRIZE DETAILS: One (1) prize is available to be won.

Grand Prize: One (1) "Grand Prize" is available to be won. The Grand Prize includes: (a) round-trip, economy class airfare tickets for the Grand Prize Winner and three (3) guests (guests must be 21+ years old or accompanied by parent or guardian) from a major airport near the Winner's residence in the United States (as selected by Sponsor in its sole discretion) to Chicago, IL (or a \$600 gas card if winner lives within 300 miles of Chicago, IL); (b) all ground transportation for each Grand Prize winner and three (3) guests between the airport, hotel, and the event venue will be provided through Grand Prize Winner's purchase of rental car using gift card provided by Sponsor in the amount of two hundred and fifty dollars (\$250) (void if Grand Prize winner lives within 300 miles of Chicago, IL); (c) two (2) nights' standard hotel accommodations (two rooms, two occupancy) for the Grand Prize winner and three (3) guests; (d) two hundred and fifty dollars (\$250) in spending money; (e) four (4) tickets to the NASCAR race at the Chicagoland Speedway, September 17, 2017; and (f) 4 (4) tickets to Meet and Greet with NASCAR driver, Kasey Kahne. All Grand Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. The approximate retail value ("ARV") of the Grand Prize is: \$3,600.

The ARV of the Grand Prize may vary depending on the Winner's residence, market conditions, changes in value of components (e.g., air transportation and hotel rates), and other reasons. Sponsor is not responsible for, and the Winner will not receive, the difference between the actual value of the Grand Prize at the time of award and the stated ARV in these Official Rules, or in any Sweepstakes-related correspondence or materials. In the event the Winner lives within close proximity to the trip destination (as determined in Sponsor's sole discretion), Sponsor will substitute airfare with ground transportation, and any difference in value will not be awarded to the Winner. Failure to complete any component of the Grand Prize does not relieve the Winner of his/her tax obligations associated with winning such Grand Prize. Specific travel arrangements and all prize details not specified herein will be made and determined in Sponsor's sole discretion. Travel must originate from and end at the same airport. It is the Winner's sole responsibility to comply with all travel requirements, which may include, without limitation, presenting necessary identification (including photograph) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Winner may be required to provide a credit card at time of accommodation check-in to cover incidentals.

- 6. WINNER SELECTION AND NOTIFICATION: One (1) winner will be awarded. One (1) entry 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 after 12:00:00 pm CST on or around 8/18/17. Sponsor's decisions as to the operation of the Giveaway and the selection of the potential winner 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 text message provided at time of entry. 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. 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. WINNER VERIFICATION: Within seven (7) days of being notified of being a potential Winner, each potential Winner and their potential guests may be required to complete, sign, and return documentation required by Sponsor. Provided that a potential Winner is in compliance with the Official Rules and after having successfully proven eligibility and provided any documentation required by Sponsor, the potential Winner will be determined to be a Winner. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason it deems necessary. In addition, Sponsor reserves the right to select alternate Winners in the event that any potential Winner fails to comply with these Official Rules. The potential Grand Prize winner also must have the guests who will accompany the potential Winner on the Grand Prize trip complete and sign documentation required by Sponsor and the potential Winner must return the same to Sponsor within the time period specified by Sponsor.

The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winner.

8. 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 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 Promotion for clarification purposes without materially affecting the terms and conditions of the Giveaway.

- 9. WINNER RELEASES: By participating in the Giveaway, entrants release Sponsor and Promotion Parties from and against any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Giveaway, the receipt, ownership, or use of any prize awarded, or while preparing for, participating in, or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety, or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, 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, address, voice, statement, picture, or other likeness, without additional compensation, for public relations, advertising, and promotional purposes as may be determined by Sponsor.
- 10. 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.
- 11. RELEASES; CONSENT TO USE: As a condition to collecting their prize, winners (including all persons accompanying the Grand Prize winner) must fully execute the Giveaway Declaration of Eligibility, Waiver of Liability and Release (for a person accompanying the Grand Prize winner, the Waiver of Liability and Release). The Declaration is available upon request, and shall be provided to the winner at the time they are selected. The winner in the Giveaway will be required to produce identification. By participating in the Giveaway and submitting an entry (as to a person accompanying the Grand Prize winner, by agreeing to accompany said winner), entrants (and person accompanying the Grand Prize winner) agree to release Wis-Pak, Inc., WP Beverages LLC, PepsiCo, Pepsi-Cola of Madison, Pepsi-Cola of Rockford, Pepsi-Cola of Iron Mountain, Pepsi-Cola of Mitchell, and Pepsi-Cola of Park Falls its subsidiaries, distributors, affiliates, employees, suppliers, advertisers, and their employees, from any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses of any kind to persons (including third-persons) and/or property which may be sustained in connection with participation in the Program, or receipt or use of any prize or any travel or activity related to receipt or use of any prize. By participating in the Program, participants (including a person accompanying the Grand Prize winner) consent to the use of their names, pictures, or other likenesses (without compensation, review or approval) for promotional purposes as determined, in its sole discretion, by Sponsor. Except where prohibited by law, participant (and persons accompanying the Grand Prize winner) grants to Sponsor 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 or any Sponsor websites) the participant's (and accompanying person's) name, address, voice, statement, picture, or other likeness, without compensation, review or consent in connection with this Program for public relations, advertising and Program purposes, as may be determined by Sponsor in its sole discretion.

- 12. 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 RESPONSBILE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- **13. SPONSOR:** This Program is sponsored by WP Beverages LLC., Windsor, WI. All decisions regarding all aspects of this Program shall be made by WP Beverages LLC. in its sole discretion, and all such decisions shall be final and controlling. Sponsor reserves the right to revise official rules.