



MTN DEW® / BASHAS

HOW DEW® IS DONE
("CONTEST")
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE ENTRANT'S CHANCES OF WINNING. INTERNET ACCESS REQUIRED MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM OR TWITTER.

THE CONTEST IS OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING IN ARIZONA, NEW MEXICO WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF PARTICIPATION. CONTEST SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT PARTICIPATE IN THIS CONTEST UNLESS ELIGIBLE. VOID WHERE PROHIBITED.

1. **CONTEST PERIOD:** Contest begins May 15th, 2017 at 12:00:00 a.m. Eastern Standard Time ("EST") and ends September 4th, 2017 at 11:59:59 p.m. EST (the "Contest Period"). Multiple entry periods apply, see Section 5.
2. **HOW TO PARTICIPATE:**
 - a. **SOCIAL MEDIA:** During the Contest Period, entrants are required to take a photo of themselves "Doing the DEW® - with a DEW®" and post their photo and the hashtag #DEWBashasContest via Twitter or Instagram as defined below (an "Entry"). Photos/Entries will be judged, see Section 5. Inclusion of Sponsor's product(s) in entrant's Photo will not increase entrant's chance of winning.
 - i. **Twitter:** To enter via Twitter, tweet Entry (as defined above) via Twitter with the hashtag #DEWBashasContest. Entrant must have a public profile on his/her Twitter account used to enter in order to be contacted by Sponsor if Entrant is selected as a winner. There is no charge to sign up for Twitter. If entrant does not have a Twitter account, follow the onscreen instructions to register for a free Twitter account at <http://twitter.com>. To become a follower of @mountaindeew on Twitter, visit <http://twitter.com/mountaindeew> ("Web Site").
 - ii. **Instagram:** To enter via Instagram, post Entry (as defined above) on the entrant's personal Instagram page with the hashtag #DEWBashasContest. Entrant must have a public profile on the Instagram account used to enter in order to

be contacted by Sponsor if entrant is selected as a winner. An Instagram account can be opened for free by visiting <http://instagram.com> and following the appropriate link to download the free Instagram application. To become a follower of @mountaindew on Instagram, visit <http://instagram.com/mountaindew> (also the “Web Site”).

- iii. If entering via Twitter or Instagram, entrant must include the hashtag #DEWBashasContest in order for entrant’s Entry to be considered. All Entries must be received during the Contest Period. Limit one (1) entry per person on Twitter or Instagram per day. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. EST and ending at the following 11:59:59 p.m. EST. The clock used for entry (Instagram or Twitter) is the official clock for this Contest. Entrants may not enter the same photo more than once throughout the Contest Period.
- iv. The name of the person submitting an Entry (via Social Media) into the Contest, and name of the person in the Entry photograph, must be the name of the authorized account holder of the social media account used to enter, otherwise, Entry may be deemed void. When entrant #hashtags photo, entrant authorizes Sponsor to use entrant’s photo within the www.HowDewIsDone.com/Bashas website without compensation to the entrant. In the event of a dispute over the identity of a potential winner, Entry will be declared made by the authorized account holder of the social media account used during the entry process. The potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account.

3. ENTRY GUIDELINES:

- a. Each Entry submission must be manually key stroked and/or 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 contest service) will be disqualified and transmissions from these or related social media accounts or IP addresses may be blocked. Additionally, use of multiple social media accounts or the manipulation of an entrant’s contact information, for the purpose of obtaining more than the stated number of Entries, is prohibited and such persons will be disqualified and all Entries shall be deemed invalid and any prize awarded shall be forfeited.
- b. BY SUBMITTING AN ENTRY, THE ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF THE SPONSOR’S AND PROMOTION PARTIES’ DIGITAL AND SOCIAL ASSETS, AT THE SPONSOR’S DISCRETION. Submission of an Entry grants the Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such Entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration to the entrant.

- c. By submitting an Entry, entrant agrees that his/her submission is gratuitous and made without restriction, and will not place the Sponsor under any obligation. The Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to entrant. By acceptance of entrant's submission, entrant acknowledges that the Sponsor does not waive any rights to use similar or related ideas previously known to the Sponsor, or developed by its employees, or obtained from sources other than the entrant. The Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, the entrant acknowledges that the Sponsor has no obligation to use or post any Entry submitted.
- d. By submitting an Entry, the entrant warrants and represents that it: (a) is the entrant's original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Each entrant will indemnify and hold harmless, the Sponsor and Promotion Parties (defined below) from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including the Sponsor's use of such Entry, in a form satisfactory to administrator, upon request, prior to awarding of prize.
- e. As determined by the Sponsor, in its sole discretion, Entries must meet the following guidelines: (a) Must comply with these Official Rules and the Instagram Terms of Use and Community Guidelines and Twitter posting guidelines (including those located at <http://instagram.com/legal/terms/>, and <https://support.twitter.com/articles/18311> respectively); (b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; (c) Cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) Cannot be obscene or offensive, endorse any form of hate or hate group; (e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about the Sponsor, its customers or its products, or other people, products or companies; (g) Cannot contain trademarks, logos or trade dress owned by others (except the Sponsor's), or advertise or promote any brand or product of any kind (except the Sponsor's), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (h) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by the Sponsor) without permission; (i) Cannot contain background artwork, unless it is an original work of the entrant; (j) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant, without permission; (k) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate; (l) Cannot depict, and cannot itself, be in violation of any law.

- f. If the Sponsor, at any time during the Contest Period, receives a complaint (including but not limited to a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in an Entry, the Sponsor reserves the right to remove such Entry at any point in the Contest Period, without prior notice and Entry will be deemed void and ineligible to receive a prize.
- g. ENTRIES POSTED TO THE WEB SITE WERE NOT EDITED BY THE SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF THE SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by the Sponsor does not constitute a general waiver of any obligation to entrants. The Sponsor reserves the right to waive the submission requirements set forth herein in its reasonable discretion.

4. ELIGIBILITY:

- a. Contest open only to legal U.S. residents residing in one (1) of the below participating states who are 18 years of age or older at the time of entry. Winner may be required to show proof of residency and or age.
 - i. Participating States: Arizona, New Mexico
- b. Employees of Pepsi Beverage Company, Pepsi-Cola Company (“Sponsor”), and its bottlers, Bashas, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, retailers, dealers and advertising, promotional or judging agencies, officers, directors, employees, agents, licensors, and assigns (collectively, “Sponsor and Promotion Parties”) and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) and household members of such individuals (whether related or not) of each, are not eligible to participate or win.

5. CONTEST PRIZE PERIODS & JUDGING:

- a. Weekly Period Prizes: Enter the Contest online during the Weekly Period. Each week one (1) winner will be selected from among all eligible Entries received based on contest judgment criteria. See Section 6 for prize breakout per Weekly Period.
 - i. Limit one (1) Weekly Prize per person/household.
- b. Judging Criteria: Participants will be judged on the following criteria at the Sponsor’s discretion:
 - i. 50%: Creativity/Originality
 - 1. Photo is a one-of-a-kind, unique submission
 - 2. Photo pushes boundaries and requires imagination
 - ii. 35%: Relevance to Theme
 - 1. Photo and caption clearly demonstrate how DEW® inspires the entrant personally
 - iii. 15%: Quality of Submission/Photographic Quality
 - 1. Good composition and clear resolution
- c. All Contest Period judging will be conducted by an independent judging group. Entries submitted during the Contest Period are only eligible for this Contest and do not remain eligible for any subsequent contest. In the event of a tie, the Contest Entries involved in the tie will be reviewed by an additional Judge who

will serve as a tiebreaker and who will evaluate entries according to the judging criteria listed above. Decisions of Judges are final and binding on all matters relating to this contest.

- d. Weekly Entry Schedule: Each Weekly Entry Period begins on the start date indicated below at 12:00:00 am EST and ends on the End Date indicated below at 11:59:59 pm EST. Judging will occur on or around the date listed below.

Entry Period	Start Date	End Date	Judging Date
1	15-May	21-May	29-May
2	22-May	28-May	5-Jun
3	29-May	4-Jun	12-Jun
4	5-Jun	11-Jun	19-Jun
5	12-Jun	18-Jun	26-Jun
6	19-Jun	25-Jun	3-Jul
7	26-Jun	2-Jul	10-Jul
8	3-Jul	9-Jul	17-Jul
9	10-Jul	16-Jul	24-Jul
10	17-Jul	23-Jul	31-Jul
11	24-Jul	30-Jul	7-Aug
12	31-Jul	6-Aug	14-Aug
13	7-Aug	13-Aug	21-Aug
14	14-Aug	20-Aug	28-Aug
15	21-Aug	27-Aug	4-Sep
16	28-Aug	4-Sep	12-Sep

6. **PRIZE DETAILS:** Prizes are listed as follows: Prize Quantity/Prize description/ Approximate Retail Value (“ARV”).
- a. **WEEKLY PRIZES:** Sixteen (16) Grand Prizes will be awarded throughout the Contest Period consisting of one (1) XBOX ONE S console per week.
- i. ARV: \$300
- b. Total ARV of all prizes is: \$4,800.00
7. **GENERAL:** This Contest is governed by the laws of the United States without respect to conflict of law doctrines. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on a prize. Unclaimed prizes will not be awarded. The 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 prize may not be redeemed for cash value except at the Sponsor’s sole discretion. Prize winners will receive an IRS Form 1099 for the prize retail value, if applicable. If a winner is unable to accept a prize as stated, prize will be forfeited in its entirety. Any difference between the stated value of any prize and the actual retail value will not be awarded. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws and regulations apply. Any personal information provided in connection with participation in the Contest will only be used by the Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Pepsi-Cola Company’s Privacy Policy available at <http://policy.pepsi.com/privacy.html>.
8. **CONDUCT:** By participating in this Contest, entrants 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. The Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be

tampering with the entry process or the operation of the Contest; or to be acting in any manner deemed by the Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by the 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 ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE 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.

9. **LIMITATIONS OF LIABILITY:** The 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 Contest; (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 Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or Web Site or any combination thereof; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to entrants or to any other person's computer or property which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest. If, for any reason, the Contest 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 Contest, then the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, the Sponsor shall immediately suspend the judging and awarding of the prizes, and the Sponsor reserves the right to award the prizes in a manner deemed fair and equitable by the Sponsor, such as by way of example and not by way of limitation, in a random selection from among all eligible, non-suspect Entries received up to the time of the impairment, and the Sponsor shall not have any further liability to any entrant in connection with the Contest. The Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Contest for clarification purposes without materially affecting the terms and conditions of the Contest.
10. **WINNER NOTIFICATION:** If a potential winner participated via Twitter or Instagram, he/she will be notified via direct message through his/her Twitter or Instagram account (depending on method of entry) and will be required to respond to the notification (as stated within the notification) within seventy-two (72) hours, indicating whether he/she can accept the prize and to capture contact information. If no response is received within the time allotted, prize may be forfeited. Prize winners may be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seven (7) days of attempted winner notification as indicated by the date on the Affidavit. Failure to return any required documents within seven (7) days may result in prize forfeiture. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given except in the Sponsor's sole discretion. Prizes will be shipped within 60-90 days of winner verification. If any prize is returned as undeliverable, prize will be forfeited and Sponsor shall have no further liability to award that prize.

- a. By accepting a prize, each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to the Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged.
- b. Each winner hereby waives in favor of the Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Entry. The Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of the Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by the Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should the Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of the Sponsor's rights and the Sponsor may at a later time request the assignment.

11. **WINNER RELEASES:** All entrants, as a condition of participating in the Contest, agree to release the Sponsor and Promotion Parties, Twitter and Instagram (and each of their respective officers, directors, employees, agents, licensors, affiliates and assigns) 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 Contest, the receipt, ownership or use of any prize awarded, or while preparing for or participating in any prize-related activity, including travel thereto, 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. Except where prohibited by law, winner grants to the Sponsor and Promotion Parties 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 the Sponsor.
12. **WINNER'S LIST:** For the names of the winners, send a self-addressed stamped envelope by December 31, 2017 to: ATTN: MTN DEW/Bashas, How Dew is Done, PO Box 18253 Spokane, WA 99228.
13. **SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604.

This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. Any questions, comments or complaints regarding this Contest shall be directed to the Sponsor and not to Twitter or Instagram.

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