

## MTN DEW® 2020 “FOLLOW JOEL PROMOTION” (“PROMOTION”)

### OFFICIAL RULES

**NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED. MESSAGE AND DATA RATES MAY APPLY IF PARTICIPATING VIA A MOBILE DEVICE. MULTIPLE DEADLINES APPLY. OPEN ONLY TO LEGAL RESIDENTS OF THE U.S. RESIDING IN PENNSYLVANIA AND WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME ENTRY. VOID WHERE PROHIBITED.**

**1. PROMOTION PERIOD:** The Promotion begins at 10:00:00 a.m. Eastern Time (“ET”) on July 31, 2020 and ends at 9:59:59 a.m. ET on August 9, 2020 (the “Promotion Period”).

**2. HOW TO PARTICIPATE:** During the Promotion Period, you can enter into the five (5) Entry Period drawings via the following methods:

**(A.) STICKER HUNT ENTRY VIA TWITTER:**

(i.) You must be a registered member of Twitter with a public profile. Becoming a member of Twitter is free. If you are not a registered account holder of Twitter, please visit [Twitter.com](https://twitter.com) to register for an account. Registration for and use of Twitter are subject to Twitter’s respective terms and conditions and Sponsor has no responsibility with respect to such registration or use or enforcement of such terms and conditions. **Using your registered Twitter account, follow both The Philadelphia 76ers official Twitter account (@sixers) and Joel Embiid’s official Twitter account (@JoelEmbiid).**

(ii.) During each Entry Period of the Promotion Period, monitor the Philadelphia 76ers and Joel Embiid’s official Twitter accounts for an announcement of a riddle that will describe or include trivia regarding an unidentified location in Philadelphia, Pennsylvania (each, a “Promotion Announcement”) where a specially marked Mtn Dew/Joel Embiid branded sticker will be hidden. Each Promotion Announcement will also include a secret passphrase which is required to complete an entry. After solving the riddle and finding the hidden sticker at the location, scan the matrix code located on the sticker to be taken to that Entry Period’s special Promotion hyperlink through [www.DewFollowJoel.com](http://www.DewFollowJoel.com) (the “Website”) to complete the registration form to enter for a chance to win. You must provide all required information including your name, mailing address, phone number, date of birth and the secret passphrase in order to enter for the chance to win one of that Entry Period’s Prizes. **You will have twenty-four (24) hours from the time the Promotion Announcement is posted on the Philadelphia 76ers Twitter account to enter for that Entry Period’s Prizes.**

**(B.) INTERNET ENTRY:** To enter for free and without scanning the matrix code, follow the instructions described in (A.) to register for a Twitter account and follow @sixers and @JoelEmbiid on Twitter. Monitor the Philadelphia 76ers Twitter account for a Promotion Announcement and secret passphrase, solve the riddle and then visit [www.DewFollowJoel.com](http://www.DewFollowJoel.com). Click on that Entry Period’s hyperlink (Entry Period 1: [DewFollowJoel.com/Period1](http://DewFollowJoel.com/Period1); Entry Period 2: [DewFollowJoel.com/Period2](http://DewFollowJoel.com/Period2); Entry Period 3: [DewFollowJoel.com/Period3](http://DewFollowJoel.com/Period3); Entry Period 4: [DewFollowJoel.com/Period4](http://DewFollowJoel.com/Period4); Entry Period 5: [DewFollowJoel.com/Period5](http://DewFollowJoel.com/Period5)) and complete the registration form to enter for a chance to win. You must provide all required information including your name, mailing address, phone number, date of birth and the secret passphrase in order to enter

for the chance to win one of that Entry Period's Prizes. **You will have twenty-four (24) hours from the time the Promotion Announcement is posted on the Philadelphia 76ers Twitter account to enter for that Entry Period's Prizes.**

Limit one (1) entry per person, per day. A "day" is defined as a twenty-four (24) hour time period beginning at 10:00:00 a.m. ET and ending at 9:59:59 a.m. ET. The time clock of the Promotion administrator is the official clock for this Promotion.

In the event of dispute over the identity of a potential winner, an entry will be declared made by the authorized account holder of such email address 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. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email, wireless phone number or postal address during the Promotion Period. To notify Sponsor of any changes of address or email address, email PSG at [prizes@enterpromo.com](mailto:prizes@enterpromo.com) and provide the new information. Include "Mtn Dew 2020 Follow Joel Promotion/Contact Changes" in the subject line. Each entry must be manually keystroked and manually entered by the individual participants; automated and/or repetitive electronic entries (including but not limited to entries made using any script, macro, bot or promotion service) will be disqualified and transmissions from these or related email/IP addresses may be blocked.

**3. ELIGIBILITY:** Open only to individuals who are legal residents of the United States, residing in Pennsylvania, who are eighteen (18) years of age or older at the time of registration. Employees, contractors, directors, and officers of Pepsi-Cola Company ("Sponsor"), and its bottlers, NBA Properties, Inc., the National Basketball Association ("NBA") and its member teams and affiliates (collectively, the "NBA Entities") and each of their respective parent, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively "Sponsor and Promotion Parties") and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees whether related or not are not eligible to participate or win.

**4. PRIZES:** A total of fifteen (15) Grand Prizes (each a "Prize") will be awarded, each consisting of one (1) Mtn Dew/Joel Embiid customized sneaker (brand, design and size to be determined at Sponsor's sole discretion). Approximate Retail Value ("ARV") of each Grand Prize: \$1,160. Three (3) Grand Prize winners will be selected each Entry Period, within five (5) Entry Period drawings throughout the Promotion Period. See Rule 5 below for Entry Periods, deadlines and drawing dates.

ARV of all Grand Prizes: \$17,400.

**Limit one Prize per person/email address/mobile phone number.**

**5. DRAWING:** Potential winners will be selected in a random drawing from among all eligible entries received within each Entry Period (defined below), per the entry schedule below. Odds of winning a Prize depend upon the total number of eligible entries received by each entry deadline. Entries eligible for one drawing will not roll over or remain eligible for any subsequent drawings. Drawings will be conducted by an independent judging organization, whose decisions are final and binding. All Prizes will be awarded.

<b>ENTRY GRID</b>	<b>ENTRY PERIOD DATES</b>	<b>ENTRY DEADLINE</b>	<b>DRAWING DATE (on or about)</b>
<b>ENTRY PERIOD 1</b> Three (3) Grand Prizes	7/31/2020 at 10:00:00 a.m. ET – 8/1/2020 at 9:59:59 a.m. ET	8/1/2020 at 9:59:59 a.m. ET	8/1/2020
<b>ENTRY PERIOD 2</b> Three (3) Grand Prizes	8/2/2020 at 10:00:00 a.m. ET – 8/3/2020 at 9:59:59 a.m. ET	8/3/2020 at 9:59:59 a.m. ET	8/3/2020
<b>ENTRY PERIOD 3</b> Three (3) Grand Prizes	8/4/2020 at 10:00:00 a.m. ET - 8/5/2020 at 9:59:59 a.m. ET	8/5/2020 at 9:59:59 a.m. ET	8/5/2020
<b>ENTRY PERIOD 4</b> Three (3) Grand Prizes	8/6/2020 at 10:00:00 a.m. ET – 8/7/2020 at 9:59:59 a.m. ET	8/7/2020 at 9:59:59 a.m. ET	8/7/2020
<b>ENTRY PERIOD 5</b> Three (3) Grand Prizes	8/8/2020 at 10:00:00 a.m. ET – 8/9/2020 at 9:59:59 a.m. ET	8/9/2020 at 9:59:59 a.m. ET	8/9/2020

**6. WINNER NOTIFICATION:** Potential winners will be notified by text, phone or email at the phone number or email address provided upon entry, within two (2) days of the drawing. The potential prize winner will be required to respond within seventy-two (72) hours or the prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless service that may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner may be sent an Affidavit of Eligibility and Liability/Publicity Release to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within seventy-two (72) hours; (iii) any required documents are not returned within the required number of days; or (iv) if winner is otherwise unable to attend an event when specified or accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner. Allow three (3) months for delivery of prize following completion of notification process. Prizes will only be delivered to addresses within Pennsylvania. Sponsor and Promotion Parties are not responsible for any change in entrant's mailing address, email address and/or telephone number.

**7. SECOND CHANCE DRAWING:** A Second Chance Drawing will be held on or about August 31, 2020 for any unclaimed Prizes. Drawing will be conducted by an independent judging organization whose decisions are final. Second Chance Drawing winners will be randomly selected from among all eligible non-winning entries received during the Promotion Period. Odds of winning the Second Chance Drawing depend upon the number of unclaimed prizes and the number of eligible non-winning entries received throughout the Promotion Period. Second Chance Drawing winners will be notified by email within one (1) day of the drawing at the email addressed used at registration.

**8. GENERAL:** This Promotion is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. Except as determined by Sponsor in its sole discretion, 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. Prize winners will be solely responsible for all applicable federal, state and local taxes on Prizes. Prize winners will receive an IRS Form 1099 for the retail value of the prize. 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. Any difference between stated ARV of Prize and actual value of Prize will not be awarded.

**9. CONDUCT:** By entering this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at the Website throughout the Promotion Period. Any information collected shall be in accordance with the Pepsi-Cola Company's Privacy policy available at <http://policy.pepsi.com/privacy.htm>. 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 entry process or the operation of the Promotion or any website; 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.

**10. LIMITATIONS OF LIABILITY:** NBA Entities, Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, incomplete 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 Promotion; (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, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Website or cellular phone service or any combination thereof; (e) 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 Promotion or download of any materials in the Promotion, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit a participant's ability to participate in the Promotion. If, for any reason, the Promotion 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 Promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion Period 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 random 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 Promotion. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Promotion Period for clarification purposes without materially affecting the terms and conditions of the Promotion.

**11. WINNER RELEASES:** All entrants, as a condition of participating in the Promotion, agree to release NBA Entities, 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 Promotion, the receipt, ownership or misuse 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 of offering of any prize. NBA Entities, Sponsor and Promotion Parties (a) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty. The winners shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, each winner grants to NBA Entities and 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 Website) such 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.

**12. ADDITIONAL TERMS:** Prizes will only be delivered to street addresses located within Pennsylvania. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**Caution: Any attempt to deliberately damage any website associated with the Promotion or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any person responsible for the attempt to the fullest extent permitted by law.**

IN NO EVENT WILL NBA ENTITIES, SPONSOR AND PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITE AND/OR THIS PROMOTION, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

**13. WINNERS LIST:** For the names of the prize winners, send a self-addressed, stamped envelope, postmarked by September 30, 2020 to: Mtn Dew 2020 Follow Joel Promotion Winners List c/o PSG, PO Box 941459, Maitland, FL 32794-1459.

**14. SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.

This Promotion is not sponsored, endorsed or administered by, or associated with Twitter. Any questions, comments or complaints regarding this Promotion shall be directed to the Sponsor and not to Twitter.

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