



# GO INSIDE GOTHAM CITY

AND RULE THE STREETS WITH DEW®

## OFFICIAL RULES

Mountain Dew

“Go Inside Gotham City and Rule the Streets with DEW®”

### OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.

BY ENTERING THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR AND PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. SCREENING PRIZES MUST BE CLAIMED AND REDEEMED WITHIN 24 HOURS OF NOTIFICATION.

**1. PROMOTION PERIOD:** The Go Inside Gotham City and Rule the Streets with DEW promotion (the “Promotion”) period begins June 18, 2012 at 12:01 p.m. ET and ends August 12, 2012 at 11:59 p.m. ET (the “Promotion Period”). For purposes of this Promotion a ‘day’ is 12:00 a.m. ET through 11:59 p.m. ET, except for the first ‘day’ of the promotion which will be from 12:01 p.m. ET through 11:59 p.m. The computer clock of Sponsor’s (as defined below in Rule 24) webmaster is the official timekeeping device of the Promotion.

**2. NO PURCHASE NECESSARY:** For one (1) free Code (as defined below) and a copy of these Official Rules send your name and complete address postmarked by 7/28/12 to: DEW® Gotham City Promotion, P.O. Box 760032, El Paso, TX 88576-0032. If you would like to receive your code via e-mail, please include your e-mail address with your request.

IN ORDER TO RECEIVE ONE (1) FREE CODE TO ENTER FOR THE ADVANCE MOVIE SCREENING TICKETS SWEEPSTAKES DRAWING, YOUR REQUEST MUST BE POSTMARKED NO LATER THAN 7/3/12 AND RECEIVED BY 7/9/12 TO BE ELIGIBLE FOR THE DRAWING. YOU MUST INCLUDE AN E-MAIL ADDRESS TO RECEIVE YOUR CODE. IF YOU ARE SELECTED AS A POTENTIAL WINNER, YOU WILL HAVE TWENTY-FOUR (24) HOURS TO RESPOND TO THE NOTIFICATION OR THE PRIZE WILL BE FORFEITED.

Limit one (1) request per hand-addressed postmarked outer envelope. No photocopies or mechanically reproduced requests will be accepted. Sponsor assumes no liability for lost, late, stolen, illegible, incomplete,



misdirected, mutilated or postage-due mail or requests.

**3. ELIGIBILITY:** The Promotion is open only to legal residents of one of the fifty (50) United States or the District of Columbia who are thirteen (13) years of age or older at the time of entry. Officers, directors and employees of PepsiCo, Inc., Pepsi Promotions, Inc., Pepsi-Cola Company, its bottlers, prize suppliers, Warner Bros. Entertainment Inc., each of their respective parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion (collectively, the “Promotion Parties”) and the immediate family members (parent, child, sibling, and spouse of each) or persons living in the same household as such individuals (whether related or not) are not eligible to participate or win in the Sweepstakes portion of the Promotion but are eligible to redeem Points (defined below). No groups, clubs, newsletters or organizations can participate in this Promotion on behalf of the group, club or organization. If a potential Gear recipient or Sweepstakes prize winner is an eligible minor, the applicable Gear (as defined below in Rule 12A) or Sweepstakes prize may be awarded to his or her parent or legal guardian, who will be required to sign and return all Sweepstakes prize acceptance documents and assume all responsibilities of the Sweepstakes prize winner.

**4. WHERE TO FIND CODES ON PACKAGES:** During the Promotion Period, or until supplies are exhausted, whichever comes first, each specially-marked package of Mtn Dew products will include a unique ten (10)-character alphanumeric code (each, a “Code”) worth DEW® Gotham City Point(s). Each Code is worth DEW® Gotham City Points based on the package size in accordance with the table below.

PRODUCT SIZE	20 oz. and 2 liter	12-pack	24-pack	32/44 oz. fountain cup
POINTS	1	3	5	1

During the Promotion Period or until supplies are exhausted, whichever comes first, look for Codes underneath orange bottle caps on specially-marked 20 oz. and 2-liter bottles of Mountain Dew products and 12-pack Cartons of Mtn Dew®, Diet Mtn Dew® and Mtn Dew® Dark Berry. Participating 20 oz. bottle brands include: Mtn Dew, Diet Mtn Dew®, Mtn Dew Code Red®, Mtn Dew Live Wire®, Mtn Dew White Out®, Mtn Dew Dark Berry and Mountain Dew Voltage® and, in certain participating markets, 24-pack Cartons of Mtn Dew and Diet Mtn Dew until supplies of specially-marked packages are exhausted, whichever occurs first. You can also participate using specially-marked Mtn Dew fountain cups available at participating locations during the Promotion Period by following the instructions on the cup and texting/emailing a picture of the cup to [dew@pong.com](mailto:dew@pong.com). Limit 3 texts/emails per day. Data/MMS charges may apply. Not all brands and package sizes may participate or be available in all areas. In addition, Sponsor reserves the right, at its sole discretion, to introduce new products and/or package sizes which will contain a Code and may have a different Point value than listed above. Sponsor also reserves the right, at its sole discretion, to distribute Codes, at various times throughout the Promotion Period through additional means which may include, without limitation, the following: (a) via on-pack stickers at certain participating retailers, (b) distributed via Catalina coupons at certain participating retailers, (c) distributed via cash register receipts at certain participating retailers, (d) on game cards distributed at select sampling sites and sporting/entertainment events, and (e) by e-mail to online subscribers of PepsiCo newsletters (including but not limited to Pepsi Xtras Newsletter and/or DEWsletter) and subject to the terms and limitations set forth in such e-mail. Total number of Codes anticipated to be distributed by Sponsor throughout the Promotion Period is approximately 1.5 Billion based upon an estimated number of Codes produced at the time of printing of these Official Rules; actual number may vary. In addition, Sponsor reserves the right, at its sole discretion, to introduce new products and/or package sizes which will contain a Code and may have a different Point value than listed above. Codes may not be sold, traded, bartered, auctioned (including through Internet auction sites), transferred, given away or obtained through any source other than from one of the methods mentioned above or through the

“No Purchase Necessary” method of entry outlined in Rule 2 above. Promotion materials are null and void and will be rejected if not obtained through authorized, legitimate channels.

**5. REGISTER ON-LINE:** Go to [www.DEWGOTHAMCITY.com](http://www.DEWGOTHAMCITY.com) (“Website”) during the Promotion Period, follow the on-screen instructions and register for the Promotion. Every Participant (as defined below) will be required to register on the Website. Use your valid e-mail address along with a complete, valid name, address, phone number, password, and date of birth to set up your free Promotion account (“Account”). If you are not an existing Account holder, follow the instructions to register for the Promotion. Registration includes having a complete and valid first and last name, postal mailing address (street/city/state/zip code), email address and phone number on file in order to be contacted by mail in the event you are selected as a winner in a Sweepstakes or to ship your Gear. Participation in the Promotion requires the creation of an account and the confirmation of a valid email address prior to entry.

**6. EARN POINTS THROUGH PONGR INTERACTION:** To earn points from a Pongr interaction every participant will be required to have a registered account on DEWGothamCity.com. You may only earn points through a total of two (2) interactions. The first requires the user to upload a photo of themselves dressed as a villain from *The Dark Knight Rises* which must also include a Mtn Dew product within the picture in order for the upload to be eligible. The photo must be sent to [dew@pongr.com](mailto:dew@pongr.com) with #DEWvillian included in the subject or the body of the email. Or the photo can be uploaded through the Website, by following the Upload a Photo link. The first photo uploaded will include a code worth five (5) points, which must be entered online at DEWGothamCity.com. Only one code is awarded for the first photo submission. All subsequent entries will not be awarded with a code.

The second interaction requires a photo be taken of *The Dark Knight Rises* and DEW point-of-sale located at local retailer displays. The photo must be sent to [dew@pongr.com](mailto:dew@pongr.com) with #DEWStop included in the subject or the body of the email. Or the photo can be uploaded through the Website, by following the Upload a Photo link. The first photo uploaded will include a code worth five (5) points, which must be entered online at DEWGothamCity.com. Only one code is awarded for the first photo submission. All subsequent entries will not be awarded with a code.

By participating in the Promotion and uploading or submitting (“Submission”) any images in connection with your participation through PONGR, you acknowledge that your Submission does not infringe upon the rights of any person or entity and/or that you have been granted the rights necessary. Submissions that contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or will be removed from the Gallery. From time to time during the Promotion Period, Sponsor may, in its sole discretion, choose to feature some recent Submissions on the Website. *By using PONGR in connection with this Promotion, you are agreeing to the terms & conditions that govern use of PONGR.*

**7. ENTER CODE(S) INTO YOUR ACCOUNT:** To enter a Code into your Account, follow the instructions on screen to enter the Code exactly as it appears and then click “submit”. Each time you enter a valid Code during the Promotion Period your Account will automatically be credited with the Point(s) associated with that Code which can be used for either a Sweepstakes entry of your choice (see Rule 8 below for details on selecting your Sweepstakes drawing) OR Collect-To-Get Gear (see Rule 12 below). Points have no cash value, may not be transferred to a third party and may not be aggregated from multiple Accounts. Any unused Points remaining in an Account after the end of the Promotion Period shall be void and have no value. The “Account History” section of the Website is designed to record all transactions within your Account, including the last ten (10) Codes entered, and Points used for Sweepstakes entry or used for Gear. When logged into your Account you can check your Account History for point balances and details. Sponsor assumes no liability for discrepancies, delays, omissions,



inconsistencies or errors in the number of Codes entered or the number of Points acquired as a result thereof as reported on the Website. The decisions of Sponsor with respect to Code entry, Account balances and Point transactions are final and binding and non-appealable in all respects.

**8. SWEEPSTAKES ENTRY:** During the Promotion Period, you can enter Sweepstakes drawings by indicating the number of Points you wish to use (each Point you use is worth one (1) entry into that drawing) and click “enter now”. Each time you enter a drawing, the number of Point(s) you use will be automatically deducted from your Account. One (1) Point is only good for one (1) entry into one (1) drawing selected by entrant and not for any subsequent drawings. Non-winning entries into any drawing will not be rolled into subsequent drawings except for the Final Drawing (see Rule 9 below). You may allocate as many Points into a drawing as you wish, and/or you may enter as many drawings as you wish, provided those Points are available in your Account at the time of Sweepstakes entry. Points, once used for entry or redeemed for Gear, cannot be refunded, transferred or re-used. **Except in the case of the Advance Screening events, the last date/time to enter Points for a Sweepstakes drawing is 11:59 p.m. August 12, 2012. THE DEADLINE TO ENTER POINTS FOR THE ADVANCE MOVIE SCREENING TICKETS SWEEPSTAKES DRAWING IS 11:59 P.M. JULY 10, 2012.**

**9. PRIZES:**

**Advance Movie Screening Tickets.** In 21 selected markets, we will be giving away approximately 125-250 pairs (2 tickets) to an advance screening of *The Dark Knight Rises* on or about July 19, 2012 (Estimated Retail Value of each prize is \$24). See website for specific markets & locations. **THE ADVANCE MOVIE SCREENING PRIZE DRAWING WILL BE HELD ON OR ABOUT JULY 12, 2012. POTENTIAL ADVANCE MOVIE SCREENING PRIZE WINNERS WILL BE NOTIFIED BY PHONE OR EMAIL WITHIN 24 HOURS OF THE DRAWING AND WILL HAVE 24 HOURS TO CLAIM THEIR PRIZE BY RESPONDING TO THE NOTIFICATION OR THE PRIZE WILL BE FORFEITED AND AN ALTERNATE WINNER SELECTED IF TIME PERMITS.**

Address of screening theatre will be provided by the Sponsor a reasonable time prior to the screening. Each winner and his/her guest are advised to arrive at least one (1) hour prior to screening start time. The tickets to the screening are subject to the following limitations and restrictions: (i) Seating is on a first-come, first served basis; and (ii) No one will be admitted without a ticket or after the screening begins. If, for whatever reason, the screening of the film is cancelled or rescheduled after the tickets are ticketed, no compensation will be paid in lieu of any cancelled or rescheduled showing of the film. No responsibility is assumed by Sponsor if movie screening is cancelled, rescheduled, delayed or postponed, in whole or in part. Unused tickets cannot be refunded or exchanged.

**Signed Script.** One (1) prize will be awarded consisting of a Christopher Nolan signed *The Dark Knight Rises* script. Estimated Retail Value: \$1,000.

**Limited Edition Xbox.** Fifteen (15) prizes will be awarded each consisting of a limited edition custom Xbox 360 console, wireless controller and Kinect sensor. The Xbox 360 is hand dipped using ColorWare’s proprietary coating system, and features a durable UV clear coating to help protect the specialized design from fading and everyday wear. These consoles are created one at a time. Estimated Retail Value: \$1,000 each prize.

**Bane Replica Mask.** One (1) prize will be awarded consisting of an official Bane mask replica encased in a collectors’ case. Estimated Retail Value: \$3,000. Prize pictured on the Website may vary from the actual



prize awarded.

**Batman Replica Cowl.** One (1) prize will be awarded consisting of an official replica of Batman's high-tech cowl. Estimated Retail Value: \$1,930. Prize pictured on the Website may vary from the actual prize awarded.

**Gotham Rogues Gear.** Six (6) prizes will be awarded each consisting official Gotham City Rogues gear including a limited edition Gotham Rogues Under Armour jersey and Gotham Rogues helmet. Estimated Retail Value: \$350 each prize.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). There is a limit of one (1) of each type of prize per name/address/household. Any portion of a prize not accepted by the winner will be forfeited.

**Final Drawing Prize:** One (1) prize pack will be awarded from among all non-winning entries, consisting of a *The Dark Knight Rises*/Mtn Dew T-Shirt, Bane™ Poster, Mtn Dew Belt Buckle, Standee (Batman & Bane) 2-Pack, one (1) G-Shock Watch, *The Dark Knight Rises* Skin, T-Shirt 3-Pack and one (1) Hoodie (all apparel size XL). Estimated Retail Value of the prize pack: \$160.

**10. SWEEPSTAKES DRAWINGS:** Potential prize winners will be selected in random drawing from among all eligible entries received for that prize. Except for the Advance Movie Screening tickets (as specified in Section 9), drawings will be conducted on or about August 13, 2012 by an independent judging organization whose decisions shall be final. Odds of winning depend upon the number of eligible entries received. All prizes will be awarded. In addition, there will be one (1) final drawing from among all eligible entries for all prize categories for a chance to win which will be conducted on or about August 17, 2012 ("Final Drawing"). All potential Sweepstakes winners are subject to verification by Sponsor in its sole discretion. No responsibility is assumed by Sponsor for any inability of a potential entrant to successfully enter any drawing due to circumstances outlined in Rule 17 below or otherwise. Each valid Point entered into a particular prize drawing will have one (1) chance to win that prize and will not be eligible for any subsequent drawing; except that all non-winning entries entered into all prize drawings will be automatically entered into the Final Drawing. Odds of winning each prize depend on the number of entries received for that prize. Odds of winning the Final Drawing depend upon the total number of non-winning entries received during the Promotion Period. **TOTAL PRIZE VALUE:** The total ARV of all prizes available to be won in the Sweepstakes is up to \$149,190.

**11. SWEEPSTAKES PRIZE WINNER NOTIFICATION:** Except for the Advance Movie Screening tickets (as specified in Section 9), potential Sweepstakes prize winners may be notified by mail and/or phone (at Sponsor's sole discretion) at the postal address/phone number provided at the time of registration on the Website. Potential Sweepstakes Prize winners may be required to sign and return an Affidavit of Eligibility and Liability Release ("Affidavit") within ten (10) days of the initial attempted prize winner notification (as indicated by the date referenced in the Affidavit). Failure to return the Affidavit within the ten (10) days, as stated in the Affidavit, may result in prize forfeiture, and an alternate winner may be selected, by means of another random drawing. Prize may also be forfeited and an alternate winner selected, if (i) mail is returned as undeliverable without a forwarding address; (ii) the prize winner is unable to attend on the date specified; or (iii) if the prize winner does not respond to a telephone notification within twenty-four (24) hours of attempted notification. Prizes will be sent to winners at the postal address provided during registration on the Website unless otherwise specified. You are responsible for keeping your postal address updated on the Website. Sponsor is not responsible for mail returned as

undeliverable.

## **12. COLLECT-TO-GET GEAR:**

**A. REDEEM POINTS ONLINE FOR GEAR.** During the Promotion Period, available Points in your Account can be redeemed online for Mtn Dew®/The Dark Knight Rises branded merchandise (called “Gear”) that is displayed on the Website. Gear will be available in limited numbers and will be introduced at a rate of one (1) item per week, with a quantity limit of one-hundred fifty (150) per day for a period of eight (8) weeks. With the exception of the G-Shock watches, which will be listed with a quantity of one-hundred (100) per day. All Gear is available while quantities last and is subject to availability. Any Gear item quantities remaining from the prior day’s amount will be rolled over to the next day.

Each Gear item has a required number of Points for redemption as stated on the Website. You cannot redeem Points for Gear unless you have accumulated the required corresponding number of Points in your Account. To redeem Points for Gear, browse the Website, select the Gear you wish to order, and click the “Get it Now” button. Limit one (1) Gear item per order and a total of 9 Gear items per Promotion Period. You may only redeem one (1) of each Gear item. All information on the order shall be provided on the “Check Out” page. Once your order has been submitted, the required number of Points for the selected item will be deducted from your Account.

**B. SHIPMENT OF GEAR.** In most cases, allow at least 8-10 weeks (some items may take up to 16 weeks) from receipt of order for shipment of Gear via postal mail, unless otherwise stated on the Website. Each Gear item ordered will ship separately. All Gear will ship to the postal address that you specify when you registered for the Promotion. No P.O. boxes allowed. Gear will only be delivered to addresses within the United States (including D.C.). No responsibility is assumed by Sponsor for any postal mail or overnight deliveries returned as undeliverable without a forwarding address. No responsibility is assumed by Sponsor for Gear after it has been shipped.

**C. GEAR AVAILABILITY.** All Gear available on the Website is subject to change without notice. Gear will be redeemed on a “first come, first serve” basis in relation to when participants electronically complete “check out” transactions in their Accounts. Once supplies of Gear offered are exhausted, the Gear item will expire and will be designated on the Website as “Out of Stock” and/or will be deleted from the Website and will no longer be available for redemption in the Promotion.

Once any Gear item exhausts that Gear item will no longer be available. No exchanges, returns or refunds on Gear are permitted for any reason. Sponsor does not guarantee the availability of any Gear item for any period during the Promotion. Sponsor may, in its discretion, add new merchandise items for redemption during the Promotion Period.

**D. COLLECT-TO-GET REDEMPTION DEADLINE:** All Points must be redeemed by 11:59 pm ET August 12, 2012 and all unused Points remaining in an Account after that date/time will be void, of no value, and ineligible for redemption.

**13. CODES/ACCOUNT LIMITS:** A maximum of 500 Code entries per person throughout the Promotion Period. Limit one Account per person. Each Code can only be used once; subsequent attempts to re-submit or re-use the same Code will be void. Each person can only enter Codes into one Account under one registration. If a person enters Codes into multiple Accounts, then Sponsor, in its sole discretion, may void any such Codes and



Accounts.

**14. GENERAL CONDITIONS ON SWEEPSTAKES PRIZES:** No substitution of Sweepstakes prizes is offered, no transfer of Sweepstakes prizes to a third party is permitted and non-cash Sweepstakes prizes are not redeemable for cash value. Sponsor reserves the right to award a prize of equal or greater value in the event the published Sweepstakes prizes become unavailable. Any difference between the stated estimated value of a Sweepstakes prize and the actual value of Sweepstakes prize will not be awarded. Sweepstakes prize recipients are responsible for all applicable federal, state, and local taxes and may receive an IRS Form 1099 for the estimated retail value of the prize as stated herein. You are not entered into a Sweepstakes until your Code/Point has been submitted and verified in accordance with these Official Rules, and you have fully complied with these Official Rules.

**15. GENERAL CONDITIONS ON GEAR:** Gear obtained through this Promotion is not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Gear item.

**16. CODE VERIFICATION:** All caps, Codes and/or Points are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by Sponsor in its sole discretion, to be unauthorized or illegitimately obtained (e.g., through means other than those stated in Rule 4) or if they contain an unauthorized message, code or other marking not issued by Sponsor for use in this Promotion, or if they are defective or if they contain printing or other mechanical errors or are printed or produced in error or if they are illegible or unreadable or blank. No Sweepstakes prize claim or Gear redemption will be valid if such Sweepstakes entry or Gear redemption is associated with any Code/Point deemed void for any reason, including without limitation, the following: (a) the Code/Point is not verified or recognized as being validly issued by Sponsor in the Promotion; (b) the Code/Point is determined to have been previously entered and used; (c) the Code/Point is incorrectly or incompletely entered or submitted; or (d) the Code/Point or corresponding cap or Code is otherwise void. Sponsor shall have no obligation to the holder of any void cap or Code/Point. No Points will be credited for any Code deemed void for any reason, including without limitation, the following: (i) the Code is not verified or recognized as a valid Code issued by Sponsor in the Promotion; (ii) the Code is determined to have been previously entered and used; or (iii) the Code is incorrectly or incompletely entered or submitted. Sponsor shall have no obligation to the holder of any void Code. Notwithstanding the foregoing, Sponsor may, at its sole discretion and without obligation, elect to replace an illegible Code with another randomly selected Code if appropriate upon request, while supplies last. Sponsor reserves the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Sponsor's sole discretion and may be denied in the event of non-compliance with these Official Rules. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, or any of the Promotion Parties, shall not have any liability or obligation to the holder of a void game piece or to any third party, with respect to any void Code.

**17. LIMITATIONS OF LIABILITY:** No responsibility or liability is assumed by the Sponsor and Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet



or Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Promotion. Sponsor and Promotion Parties are not responsible for any typographical or printing errors in the Codes, any display or announcement of Sweepstakes prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website, including without limitation, the number of entries entered in any particular drawing or the number of any Gear item available, or any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion, or use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This Promotion is governed by the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Promotion, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and Participants further waive all rights to have damages multiplied or increased.

**18. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever, then Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of entry or redemption, at any time, including but not limited to, any occurrences described in Rule 17 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion, or if Sponsor determines that more prize claims are submitted and/or more prize notices are distributed than the number of prizes offered in these Official Rules. 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 the eligible entries received up to the time of the impairment, and Sponsor and Promotion Parties 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 for clarification purposes without materially affecting the terms and conditions of the Promotion.

**19. CONDUCT:** By participating in this Promotion, Participants agree to be bound by these Official Rules and the decisions of the judges which shall be final and binding in all respects. Participants further agree to be bound by the Terms of Service and the PepsiCo Privacy Policy (<http://www.mountaindew.com/#!/privacy.php>) both of which govern activities on the Website. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Code redemption 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 disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR



ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR 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.

**20. ACCOUNT HOLDER IDENTITY:** Each valid Code submitted into an Account will be associated with Points in the name of the Account holder used at the time of Code submission. In the event of a dispute regarding the identity of a potential winner, an online entry will be declared made by the authorized Account holder (based upon information submitted at the time the Account was created or updated upon registration for this Promotion) and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. "Authorized account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address during the Promotion Period. To do so, go to the "Join Dew" page on [mountaindew.com](http://mountaindew.com), click "Manage Profile", and follow the instructions on how to update your profile.

**21. RELEASES:** All Participants, as a condition of participation in this Promotion, agree to release, discharge, indemnify, and hold harmless 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 accessing the Promotion or any website, submitting an entry or otherwise participating in any aspect of the Promotion, 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 of offering of any prize. Sponsor makes 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. Winner bears all risk of loss or damage to prize after it has been delivered. Except for residents of TN and where prohibited by law, winners grant 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 Website or any Sponsor websites) the winner's name, address, voice, statement, picture or other likeness, without additional compensation, review or consent in connection with this Promotion for public relations, advertising and promotional purposes as may be determined by Sponsor.

**22. WINNER'S LIST:** For a list of the Sweepstakes prize winners, send your name and complete address postmarked by August 12, 2012 to: Rule the Streets with DEW Winner's List, P.O. Box 750401, El Paso, TX 88575-0401.

**23. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms



and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**24. SPONSOR:**

Pepsi Promotions, Inc., 700 Anderson Hill Road, Purchase, New York 10577.

Warner Bros. Entertainment Inc. and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Promotion.