

## MTN DEW® 2021 Outdoor Grants Program

### TERMS AND CONDITIONS

**NO PURCHASE NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT INCREASE THE CHANCES OF A NOMINATOR RECEIVING A GRANT.**

**1. PROGRAM ENTRY PERIOD:** The entry period for the MTN DEW 2021 Outdoor Grants Program (the "Program") begins on October 4, 2021 at 9:00 AM Central Time ("CT") and ends on November 8, 2021 at 11:59 PM Central Time ("CT") (the "Program Entry Period"). The entries will be reviewed and judged to determine up to forty (40) winners.

**2. ELIGIBILITY:** The Program is open to "Nominees" (Nominees are a direct representative of the 501c3 nonprofit organizations who will be the subject matter of the submitted entries) and "Nominators" (an organization or individual who submits an entry on behalf of a nonprofit, but is not in any way affiliated with the nonprofit). Nonprofit organizations must be a 501c3 organization. The Nominees and Nominators must be legal residents and physically reside in one (1) of the fifty (50) United States or the District of Columbia, the legal age of majority in the jurisdiction in which they reside (and at least eighteen (18), nineteen (19) in AL or NE) as of date of entry and whose organization that is being nominated has a mailing address in one (1) of the fifty (50) United States or the District of Columbia. Employees, agents, officers and directors of PepsiCo, Inc., Pepsi-Cola Company ("Sponsor"), and any/all participating parties and endorsers of the Program (collectively with Sponsor, the "Program Entities"), and their respective parents, directors, employees, subsidiaries, affiliates, franchisees, divisions, representatives, contractors, and advertising, promotion, fulfillment and marketing agencies (collectively, "Released Parties") and their immediate families (parents, spouses, children and siblings and their respective spouses, regardless of where they reside), and household members, whether or not related, are not eligible to enter or win. Void where prohibited. Subject to all applicable federal, state and local laws.

**3. TO PARTICIPATE:** During the Program Entry Period, Nominees and Nominators can visit DewOutdoorGrants.com (the "Web Site") and click on the appropriate Program entry path ("Nonprofit submitting an Entry" or "Nominator submitting an entry on behalf of a Nonprofit") and follow the instructions for completing and submitting an entry (the "Entry"). Nominees must submit their organization's 501c3 certificate with their Entry. If participating as a Nominator, a 501c3 certificate does not need to be submitted with the Entry. Nominees and Nominators understand that Sponsor and/or its designated agent are not required to follow through with judging any Entry and furthermore the Grand Prize winners will be at Sponsor's sole discretion. By submitting an Entry, Nominee and Nominator hereby warrants and represents that the Entry conforms to the requirements set forth herein.

All Entries must: 1) Fall under one of the listed categories, as determined at the sole and absolute discretion of the Sponsor (Outdoor Conservation, Outdoor Participation or Outdoor Access as defined on the Website); 2) Be the original, personal creation of the Nominee or Nominator and solely owned by Nominee or Nominator; 3) Not have won previous awards or grants from PepsiCo, Inc. or Sponsor in 2021; 4) Not infringe on any third-party rights; 5) Be suitable for publication as determined at the sole and absolute discretion of the Sponsor; 6) Not promote the illegal use of alcohol, drugs or tobacco, firearms/weapons or any activities that may be construed as illegal or violating any law; 7) Not depict or describe any activities that may appear unsafe or dangerous, or promote any particular political agenda or message; 8) Not include obscenity, profanity, racist themes or material that is sexually oriented, explicit, suggestive or exploits

people in a sexual or violent manner; 9) Not be violent or derogatory of any ethnic, racial, gender, sexual orientation, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; 10) Not contain other brands' name, trademarks, labels or logos (except for trademarks, logos or trade dress owned by the Sponsor), or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as house or email addresses; 11) Not defame or invade publicity and/or intellectual property rights or the privacy of any person, living or deceased, or otherwise infringe upon any copyrighted works or a person's personal or proprietary rights (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); 12) Not defame, misrepresent or contain disparaging remarks about any Program Entity or other entities or individuals or any of their respective products; 13) Not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and 14) Not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

Any Entry deemed inappropriate, lewd or offensive for any reason, as determined at the sole and absolute discretion of the judges, will not be considered. Modification of an existing work does not qualify as original. In order to be entered into the Program, Nominees and Nominators must comply with the Website instructions. Each Entry must be complete and meet all criteria set forth in these Terms and Conditions to be eligible. Once submitted, an Entry cannot be deleted, canceled, or modified except by the Sponsor.

By submitting an Entry, Nominator/Nominee acknowledges and agrees that Sponsor may obtain many Entries in connection with this Program and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Program and/or other Programs sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entries that appear to duplicate any other submitted Entries, in Sponsor's sole discretion, will be void and only the first Entry submitted (based on time/date) will be included in the Program. Entries generated by script, macro or other automated means or in violation of these Terms and Conditions will be void. If the Entry contains any material or elements that are not owned by the Nominator/Nominee, and/or which are subject to the rights of third parties, the Nominator/Nominee is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by the Program Entities in the manner set forth in these Terms and Conditions, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Nominator/Nominee at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, Nominator/Nominee warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Program and to its use as otherwise set forth herein. In the event of a dispute as to the identity of a Nominator/Nominee, they will be deemed the individual named on the email address from which the Entry was submitted and such individual must meet all eligibility requirements set forth herein and otherwise comply with these Terms and Conditions. In the event of non-compliance with any requirements specified herein, Entry will be void. Your submission of an Entry constitutes your representation of eligibility, consent to participate in the Program and consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of Program administration. Released Parties are not responsible for lost, incomplete, late, damaged, garbled, undelivered, inaccurate or misdirected entries, essays, or photos; failures or malfunctions of phones, phone lines or telephone systems or other communications malfunctions; interrupted or unavailable

network, Internet Service Provider (ISP), cable, satellite, server or other connections, miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to Nominator's or any other person's computer related to or resulting from participation in this Program; printing, typographical or other errors appearing within these Terms and Conditions or in any Program-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise, including, without limitation, errors that may occur in connection with the administration of this Program, the processing or judging of Entries, the announcement of the prizes, or in any other Program-related materials. The use of automated entry or similar devices as specifically set forth above, is prohibited and entries through such prohibited devices are void. Sponsor reserves the right to void any and all Entries of a Nominator/Nominee who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of the Program. Neither Sponsor, nor anyone acting on its behalf, will enter into communications with any Nominator/Nominee regarding the Program other than to notify a potential winner.

**Limit one (1) Entry per person/email address for the duration of the Program Entry Period.  
Limit of one (1) Entry per organization submitted by a Nominee.**

**4. Judging and Winner Notification:** Based on the criteria outlined below, forty (40) potential winners (defined as an organization for which an Entry was submitted) will be determined on or about December 13, 2021 from among all eligible Entries received during the Program Entry Period. Each Entry will be judged by a panel of judges selected by Sponsor, whose decisions will be final and binding in all matters relating to this Program, on the following criteria: 1.) Authenticity and Creativity: 0-20 points, 2.) Local Community Impact: 0-30 points, and 3.) Influence on Outdoor Conservation or Participation: 0-50 points. In the event of a tie, such tied Entries will be re-judged based on the following criteria: Programs that are true to the MTN DEW mission of supporting and protecting the great outdoors: 0-100 points. Potential winners will be notified by email, telephone, overnight delivery and/or mail and will be required to execute and return an Affidavit of Eligibility, Liability Release (where legal) and Publicity Release Form, a valid Form W-9 and a 501c3 certificate (if one was not submitted with Entry) within seven (7) days of date of issuance of notification. If a potential winner cannot be contacted; are ineligible according to these Terms and Conditions; fails to return the required documents within the specified time period, or if a potential winner otherwise fails to fully comply with these Terms and Conditions, he/she will forfeit his/her opportunity as a potential winner and a runner-up potential winner may be notified, in the Sponsor's sole discretion. Sponsor reserves the right to proceed with fewer than forty (40) winners in the event Sponsor does not receive a sufficient quantity of eligible Entries during the Program Entry Period.

Sponsor and/or its designated agent will verify the Nominee's tax-exempt status using Publication 78 data provided on the IRS Tax Exempt Organization Search website. If the IRS database does not confirm the Nominee's tax-exempt status the Nominee will forfeit their potential winner status and no further obligation and Sponsor shall not have any further obligation to the Nominee. Sponsor and/or its designated agent reserves the right to conduct a background check of any and all records of the potential winners, including without limitation, civil and criminal court records and police reports. To the extent necessary under law, potential winners shall authorize this background check. Sponsor reserves the right (at its sole discretion) to disqualify

any potential winner based on the background check or refusal to authorize the background check and, at Sponsor's discretion, contacting a runner-up.

**5. Prizes:** Up to forty (40) Grand Prizes are available. Each chosen and verified winner will receive \$5,000 in funding which the organization may use to assist with their initiative(s) that aligns with what was submitted with their Entry, awarded in the form of a check. Nominators will not receive a prize or compensation of any kind. If for any reason, a selected organization cannot accept the donation, Sponsor will select an alternate organization to receive the donation. Organizations may not substitute, assign or transfer a donation. Organizations are responsible for reporting and payment, if any, of all applicable federal, state and local taxes incurred with donation. Grand Prize checks will be issued within 6-8 weeks from the time of notification. Total value of all prizes awarded: up to \$200,000.

**6. License/Use Of Entry:** By submitting an Entry, and to the extent allowed by law, the Nominator/Nominee grants the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, story, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Program in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

**7. General:** No transfer, assignment, cash redemption, or substitution of any prize is permitted except by Sponsor who reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. All prize details are at Sponsor's sole discretion. By accepting the donation, the organization that is awarded the donation must agree to the use of its name, location, trademarks, logos, photograph, and/or image in any and all media now or hereafter known, worldwide and on the Internet and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from authorized representatives of such organization or any third party and without prior notice, approval or inspection, and to execute specific consent to use if asked to do so. By participating, each Nominator and Nominee warrants and represents that his/her Entry does not violate any federal, state or local laws or ordinances. Nominators and Nominees further warrant and represent that (1) Sponsor and its designees shall own the Entry (and all material embodied therein); (2) that by entering, the Nominator and Nominee irrevocably assigns to Sponsor and its designees any and all rights, title and interest in the Entry including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit and use the Entry in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of Nominees, winner or any third parties. Nominators and Nominees further agree that: (1) they agree to be bound by these Terms and Conditions, and the decisions of the Sponsor and judges which are final and binding in all respects; (2) Entries (and all components thereof) will not be acknowledged or returned; (3) Released Parties and their designees shall have the right and permission to use (unless prohibited by law) Nominator and Nominee's name(s), voice(s), cities and states of residence, photograph(s) and/or likenesses for advertising and/or trade and/or any other purpose in any media now or hereafter known without further compensation, permission or notification to Nominator or Nominee or any third parties; and (4) the Released Parties shall have no liability and will be held harmless by Nominators and Nominees for any liability, loss, injury or damage

to participants or any other person or entity, including personal injury or death to participants or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of Nominator's or Nominee's participation in this Program, the use of any Nominee Entry Form or Entry or acceptance, possession, use or misuse of a prize, even if caused or contributed to by the negligence of any of the Released Parties. Sponsor reserves the right, in its sole discretion, to void suspect entries or to modify, cancel, terminate or suspend the Program (or any portion thereof) should virus, bugs, non-authorized human intervention, epidemic, pandemic, or other causes, including but not limited to war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Program and, in the event of such cancellation, suspension or termination, at its discretion, as applicable, select the potential Grand Prize winner from among all eligible entries received up to time of such action using the judging criteria specified above. **CAUTION: ANY ATTEMPT BY ANY PERSON OR PERSONS, WHETHER OR NOT A NOMINATOR OR NOMINEE, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROGRAM OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH NOMINATOR, AND SPONSOR, AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**8. Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA and any controversy or claim not settled by the parties arising out of or relating to this Program will be resolved in the State of New York in a court of competent jurisdiction.

**9. Winner's Names:** For the names of the winners, visit [DewOutdoorGrants.com](http://DewOutdoorGrants.com) after January 10, 2022.

**10. Sponsor:** Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, NY 10577.

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