

**Mtn Dew Kickstart™ “Closer than Courtside™” Contest
Official Rules**

PARTICIPATION SUBJECT TO COMPLETE OFFICIAL RULES AVAILABLE AT www.MountainDew.com/Courtside. CONTEST SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. VOID WHERE PROHIBITED.

1. CONTEST PERIOD: The Mtn Dew Kickstart™ “Closer than Courtside” contest (the "Contest") begins February 15, 2018 at 12:00 p.m. Eastern Time (“ET”) and ends at 11:59 p.m. ET on April 4, 2018 (the “Contest Period”). The computer clock of Sponsor’s webmaster is the official time-keeping device of the Contest.

2. ELIGIBILITY: To be eligible to win, you must be 18 years of age or older (19 in AL and NE) and a legal resident of the U.S. residing in one of the fifty (50) United States or the District of Columbia throughout the Contest Period. Potential winner may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility and as a condition of prize award. Employees of Pepsi Beverages Company (“Sponsor”), PepsiCo, Inc., Pepsi-Cola Company and its bottlers and each of their respective parent companies, subsidiaries, affiliates, divisions, distributors, suppliers, printers, distributors and advertising, promotional and judging agencies and the immediate family members (parent, child, sibling, spouse) and persons living in the same household as such employees (whether related or not), and the National Basketball Association (the "NBA"), the NBA Member Teams, NBA Media Ventures, LLC, NBA TV, LLC and NBA Properties, Inc. (collectively, the "NBA Entities") are not eligible to win.

3. HOW TO ENTER: Eligible individuals (“Entrant”) can enter the Contest by posting a comment, picture or video showing Kevin Hart and Mtn Dew Kickstart that you’re the perfect NBA Playoffs CourtSidekick using the hashtag #CourtSidekickContest (“Submission”) to your Facebook, Twitter or Instagram (“Social Media”) page between 12:00 p.m. ET on February 15, 2018 and March 19, 2018 at 11:59 p.m. ET (the “Submission Period”). Limit one hundred Submissions per Entrant across all Social Media platforms during the Contest Period. Entrant’s Social Media profile must be public in order for Sponsor to be able to contact you if you are a finalist or the potential winner. If you are not a registered account holder of any Social Media account, you can visit one or more of the Social Media websites and follow the instructions to register for a free account. Registration for and use of any Social Media account is subject to the terms and conditions of the Social Media used and Sponsor has no responsibility with respect to such registration or use or enforcement of such terms and conditions.

Entry Requirements:

- Hashtags and uploads must be in English.
- Each photo/video cannot be used more than one (1) time throughout the Contest Period.

- Each Submission must be the Entrant's original work; it must be suitable for display and publication (i.e., may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain lewd or pornographic material; it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); it must not include threats to any person, place, business, group or world peace; it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or standards.
- Each Submission must not feature or reference any commercial products and/or company trademarks, logos, brands or endorsements (including third party logos on street scenes, panoramic views, vehicle license plates, clothing such as t-shirts, hats, etc.) except that Submissions may contain Sponsor logos.
- Each Submission must not contain any copyrighted works.
- The maximum file size that can be uploaded is 50MBs.
- By uploading a Submission, Entrant confirms they have consent from all parties included in the Submission.

All Entrants acknowledge that his/her Submission may be posted on the Website, Sponsor's, or NBA Entities' Social Media pages. All Submissions will be reviewed for content before being posted on the Website and being considered as an eligible entry in the Contest; however, such review does not relieve participant from responsibility for compliance with these Official Rules. Acceptable Submissions will be posted on www.MountainDew.com/Courtside (the "Website") beginning on or about February 15, 2018. Sponsor may, in its sole discretion, remove, delete and/or eliminate any Submission it deems inappropriate, indecent or obscene, and unsuitable for publishing or otherwise non-compliant. Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified. Sponsor makes the final determination as to which entries are eligible to take part in this Contest. Sponsor reserves the right to reject any and all Submissions which it believes may infringe on the rights of any third parties or do not comply with these Official Rules, in its sole discretion. Submissions that are not in accordance with the Submission Requirements as stated herein or are not received during the Submission Period will not be eligible. From time to time during the Contest Period, Sponsor may, in its sole discretion, choose to feature some recent Submissions on the Website. Being featured on the Website is unrelated to the voting and in no way reflects the possibility of the Submission being considered as a Finalist in the Contest.

If you think that any Submission infringes your intellectual property rights, please follow the notification guidelines as stated herein. PepsiCo, Inc. investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). PepsiCo, Inc.'s Designated Agent to receive notifications of claimed copyright infringement is: By Mail: Copyright Compliance Team, 700 Anderson Hill Road, Purchase, New York 10577 By Email: copyrights@pepisco.com. Your notice of claimed infringement must include the following information: (a) A physical or electronic

signature of a person authorized to act on behalf of the copyright owner; (b) Identification of the copyrighted work claimed to have been infringed; (c) Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit us to locate the material; (d) Information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3). Under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees. ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR (EXCEPT ADDING GRAPHIC ENHANCEMENTS/OVERLAYS FOR THE GALLERY) AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the entry requirements set forth herein in its sole discretion.

4. GRANT OF RIGHTS TO SPONSOR: By submitting a Submission, the Entrant hereby assigns to Sponsor and NBA Entities all rights, interest and goodwill in the Submission, including an irrevocable grant to Sponsor of the exclusive, perpetual, royalty-free, worldwide license and right to broadcast, exhibit and otherwise use the Submission and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised. By participating in this Promotion, Participant assigns to Sponsor all right, title, interest, and intellect property, including but not limited to copyright, in perpetuity throughout the world without further compensation or acknowledgment. Further, Entrant hereby irrevocably grants to Sponsor and NBA Entities the unconditional and perpetual right and permission to trademark, copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrants name, image, voice, likeness, statements, biographical material and Submission (in each case, as submitted or as edited/modified in any way by the Sponsor and NBA Entities in the Sponsor's and NBA Entities' sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising out of his/her participation in this Contest (with or without using the Entrant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party. Sponsor will have the exclusive right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited sublicenses. The Entrant forever waives and relinquishes on behalf of themselves, their heirs, executor, administrator and assigns any and all rights, including but not limited to goodwill, in and to the Submission. The Entrant acknowledges that they have no right of approval or consultation with respect to Sponsor's use of the Submission. Sponsor will not be responsible

for the return or preservation of the Submission. Sponsor shall use its sole discretion in determining the extent and manner of the use of the Submission and Sponsor is not obligated in any way to use or exploit the same or any rights granted by the Entrant, or any portion thereof, in any medium or any manner whatsoever, including but not limited to use on the Website. Upon request of Sponsor, Entrant shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and may at a later time request the assignment.

5. CONTEST TERMS OF SUBMISSION: As conditions of entry into this Contest and by uploading a Submission, each Entrant represents and warrants that their entire Submission: (i) is wholly original; (ii) has been legally obtained or created; (iii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or network standards; (iv) has not been entered into a previous contest or has received any awards; (v) has not been published previously in any medium; (vi) the Entrant has not granted or transferred any rights in or to the Submission to any third party prior to the date of Submission; and (vii) the Entrant has not done anything which has impaired and will not do anything to impair the rights granted to Sponsor in any way. By entering a Submission, the Entrant agrees to indemnify and hold harmless, Sponsor, its parent company, and its and their subsidiaries, affiliates, successors, licensees, and assigns, and each of their directors, officers, agents, equity holders and employees, from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys’ fees costs) which arise out of any breach of any of their Submission, covenants, agreements, obligations, representations or warranties set forth herein.

6. JUDGING AND SELECTION OF FINALISTS: Beginning March 20, 2018 through March 26, 2018 (“Judging Period”) all eligible Submissions received in the Contest will be judged by a panel of judges from Sponsor (“Judges”) to determine the five (5) finalist Submissions (“Finalists”). The Judges will score each Submission according to the following weighted judging criteria (collectively, “Judging Criteria”):

Creativity/originality of Submission – 33%;
Relevance to theme – 34%; and,
Quality of Submission content – 33%.

Once the five (5) Finalists have been chosen, they will be posted on the Website for consumers to vote for their favorite Finalist Submission.

7. FINALIST VOTING: Between 12:00 a.m. ET on March 27, 2018 and 11:59 p.m. ET on April 4, 2018 (the “Voting Period”) consumers will be allowed to vote on their favorite Finalist Submission. The Voting portion of this Contest is open to consumers who are 18 years of age or older at the time of voting who register on the Website by providing their name, e-mail

address, date of birth and create a password. There is a limit of one (1) vote per person, per day during the Voting Period. For purposes of these rules, a day is defined as 12:00 a.m. ET through 11:59 p.m. ET.

Once the Voting Period has ended, the Sponsor will tally up the number of votes for each Finalist Submission. The Finalist Submission with the greatest number of votes will be deemed the Winner. If there is a tie among the Finalist Submissions after the Voting Period has ended, the Sponsor will review the tied Submissions and will break the tie based on the Judging Criteria stated above.

8. GRAND PRIZE: One (1) Grand Prize winner will be selected on or about April 5, 2018. The Grand Prize consists of a trip for two (2) people (winner and one guest) to one (1) game during the 2018 NBA Playoffs (scheduled for April 14, 2018 through May 30, 2018) and the opportunity to sit courtside with Kevin Hart while at the game (based on Mr. Hart's availability). Grand Prize includes two (2) tickets to a game during the 2018 NBA Playoffs (game selected by Sponsor), round-trip coach air transportation for two (2) from an airport near winner's home within the U.S. (airport, carrier and itinerary selected by Sponsor), one (1) double occupancy standard hotel room for one (1) night, ground transportation and an opportunity to sit courtside with Kevin Hart at the game (based on Mr. Hart's availability). Approximate retail value is up to \$6,533, depending upon winner's point of travel origin and the game. All other expenses not specifically mentioned herein are solely the responsibility of prize winner. All travel must be taken on dates specified; no alternative travel dates are available. All travel subject to availability and restrictions. Winner and travel guests must travel on same itinerary. Each travel guest must be 18 years of age (19 in AL or NE) or older and will also be required to sign and return a travel release before any travel occurs. Game Tickets are subject to the terms and conditions specified thereon. Seat location will be determined by the NBA. Games/travel subject to availability and change. Sponsor is not responsible for canceled, delayed, suspended or rescheduled events (including, but not limited to airline flights and Games) beyond its control. Winner and guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license or passport) required for travel. If winner cannot travel by the date specified, prize may be forfeited.

9. WINNER NOTIFICATION: Potential winner will be notified in response to their Facebook comment, Twitter or Instagram post as well as receiving a Direct Message to their account on the Social Media platform they entered on or about April 5, 2018, winner will then be asked to provide their contact information/shipping address. Winner must respond within 24 hours or prize may be forfeited and alternate winner maybe selected at Sponsor's discretion. Potential winners may be required to sign and return to Sponsor an Affidavit of Eligibility/Liability Release ("Affidavit") within three (3) days of attempted winner notification (as indicated by the date referenced in the Affidavit and if time permits). If (i) any of the required documents are not returned by the designated due date; (ii) the mail is returned as undeliverable without a forwarding address; (iii) a telephone or e-mail notification is not responded to within 24 hours; or (iv) the winner is not able to travel on the specified dates,

then prize may be forfeited and an alternate winner may be selected at Sponsor's discretion. Upon forfeiture for any reason, no compensation will be given.

10. RELEASES: All Entrants, as a condition of participation in this Contest, agree to release Sponsor, the NBA Entities and Kevin Hart 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 Contest or any website, submitting a Submission or otherwise participating in any aspect of the Contest, 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 therewith. Winner bears all risk of loss or damage to any 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 of 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.

11. GENERAL: Contest is subject to the laws of the United States only. Decisions of the Judges are final and binding. In the event of a dispute as to any Submission or as to the identity of an Entrant based on an e-mail address or Social Media account, the winning Submission will be declared made by the authorized account holder (determined at the time the Submission is submitted) of the e-mail address associated with the Social Media account. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address used to make the Submission. Each Entrant may be required to show proof of being an authorized account holder. Sponsor reserves the right to disqualify any Entrant and/or Submission in its sole and absolute discretion. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Website.

12. CONDUCT: By entering 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. The Official Rules will be posted at the Website throughout the Contest Period. Any information collected shall be in accordance with the Pepsi-Cola Company's Privacy policy available at <http://www.pepsi.com/privacypolicy.php>. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest or the 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. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE,

SOCIAL MEDIA PAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

13. LIMITATIONS OF LIABILITY: Sponsor and NBA Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled 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, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof, or; (e) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download 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, bugs, 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 Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In the event of cancellation, a random drawing may be conducted to choose the winning Submission from all eligible Submissions received prior to cancellation.

14. WINNER'S LIST: For the name of the Grand Prize winner, send to: Motive Re: Closer than Courtside Program 2901 Blake Street, Suite 180 Denver, CO 80205

15. SPONSOR: Pepsi Beverages Company, 1111 Westchester Avenue, White Plains, NY 10604.

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