

**WALMART MOUNTAIN DEW SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. THE CLOCK OF THE ADMINISTRATOR (DEFINED BELOW) IS THE OFFICIAL TIME-KEEPING DEVICE OF THE SWEEPSTAKES.

IMPORTANT NOTE: THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, ELIMINATE YOUR RIGHT TO A TRIAL BY JURY, REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION. SEE BELOW.

Participation in the Sweepstakes (defined below) constitutes Entrant's (defined below) full and unconditional agreement to and acceptance of the terms and conditions of these official rules (the "Official Rules")

1. SWEEPSTAKES PERIOD; ELIGIBILITY

The "Walmart Mountain Dew Sweepstakes" (the "Sweepstakes") begins at 12:00 a.m., Eastern Time ("ET") on December 15, 2020 and ends at 11:59 p.m., ET on December 31, 2020 ("Sweepstakes Period"). The computer network of the Administrator shall be deemed to be the official Sweepstakes Period clock for the Sweepstakes Period. The Sweepstakes is sponsored by: Pepsi-Cola Company; 1111 Westchester Ave, White Plains; New York, 10605 ("Sponsor").

Entry to the Sweepstakes is only open to legal residents of the 50 United States and the District of Columbia (the "Jurisdiction"), 18 years of age or older (19 in AL/NE, 21 in MS) at the time of participation (each such resident, an "Entrant", or "you").

Employees or independent contractors (provided that the independent contractors act as service providers) of the Sponsor, Snipp Interactive Inc. (the "Administrator"), Sony Interactive Entertainment LLC, and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development, or administration and/or marketing of this Sweepstakes (collectively, the "Sweepstakes Parties"), suppliers of materials or services related to the Sweepstakes, or a member of the immediate family or household of any such person, are excluded from participation in the Sweepstakes. In these Official Rules, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside.

Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate in the Sweepstakes.

2. HOW TO ENTER

There are **two (2)** ways to enter the Sweepstakes, both of which do not require you to make a purchase:

- A. Text to Site Link – Visit Site to Register and Enter.** During the Sweepstakes Period, Entrants can enter the Sweepstakes by texting the keyword DEWSWEEPS to **811811**. You will then receive a one-time text message in response, with the following link to <http://www.mountaindewps5sweeps.com> (the "Site"); allow approximately ten (10) minutes to receive the link. Thereafter, and during the Sweepstakes Period, visit the Site, where Entrant will receive further instructions on registering for the Sweepstakes. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number. No post office box addresses accepted). Follow instructions and (including reading and accepting any required terms and conditions) register for the Sweepstakes and earn one (1) Entry.

- B. Visit Site to Register and Enter.** During the Sweepstakes Period, Entrants can enter the Sweepstakes without making a purchase, by visiting the Site (<http://www.mountaindewps5sweeps.com>) where Entrant will receive further instructions on registering for the Sweepstakes. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number. No post office box addresses accepted). Follow instructions and (including reading and accepting any required terms and conditions) and register for the Sweepstakes and earn one (1) Entry.

There is a limit of one (1) Entry per person/email address/phone number, per day of the Sweepstakes Period, regardless of method or combination of methods of Entry. Multiple Entrants are not permitted to share the same Account or email address. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:01 a.m. (midnight) ET and ending at 11:59:59 p.m. ET, The time clock of the Administrator is the official clock for this Sweepstakes.

The use of script, macro or automated devices (or any other devices intended to automate any aspect of participation) to play/Enter is prohibited. Any attempt to use multiple names or email accounts or other tactics to register or enter more than the stated limits may result in the disqualification by the judges or Sponsor from the Sweepstakes and all associated registrations, and/or Entries will be void. Registrations and Entries generated by script, macro or other automated means or with the intent to subvert the registration or Entry process will be void. No mechanically reproduced, or mass entries permitted and all such Entries will be void. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. By entering this Sweepstakes, each Entrant gives his/her express permission to be contacted by the Sponsor by telephone and/or e-mail for Sweepstakes purposes only. The Sweepstakes Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for lost, incomplete, late, delayed, inaccurate, misdirected, undelivered, or garbled entries, email, or failures or malfunctions of phones, phone lines or telephone systems; lost entries, game plays, prize claims or transmissions; the cancellation or postponement of any game, any error, omission, interruption, defect or delay in transmission, or communication; interrupted or unavailable network, server, Internet Service Provider (ISP), cable, satellite or other connections including those through and/or by any website; miscommunications, failed computer hardware or software or technical failures; non-delivery; misdirected, blocked, or delayed e-mail notifications; garbled, misrouted, jumbled, scrambled, delayed or misdirected transmissions; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, telephone, electronic, mail or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of Entries, or the announcement of the Prizes. Sponsor reserves the right, in its sole discretion, to void any and all entries of an Entrant who Sponsor, believes has attempted to tamper with, corrupt, or impair the administration, security, fairness or proper play of this Sweepstakes or who is otherwise not in compliance with these Official Rules. In the event of a dispute as to the identity of any Entrant, such Entrant will be deemed, as the “authorized account holder” of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. “Authorized account holder” is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof (to Sponsor’s satisfaction) of being the authorized account holder may be required by Sponsor.

5A. YOUR CONSENT

*By texting DEWSWEEPS to 811811, you expressly consent to receive up to eight (8) promotional text messages pertaining to this program only, via an automatic telephone dialing system to the number you provided, from Snipp Interactive Inc., on behalf of Pepsi-Cola Company. Your consent to the above is not required to make a purchase. *Text, messaging and Data Rates may apply. The text message you send is your electronic signature agreeing to these Terms and Conditions, and to giving electronic written consent

as set forth above. Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual carrier's cellular pricing plan, in accordance with your cellular customer agreement. Participants may only participate in the Sweepstakes if they are using a supported device. SMS/MMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Sweepstakes Parties make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Entrant grants permission to the Sweepstakes Parties to communicate via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Entrant for each text message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service plan. Entrant is responsible for all applicable fees and taxes associated with submitting a Receipt Image. You may text "STOP" to 811811 at any time to exit Sweepstakes and to stop receiving text messages, or "HELP" to 811811 for help.

3. USE OF ENTRANT INFORMATION FOR MARKETING PURPOSES

Any personally identifiable information collected during an Entrant's participation in this Sweepstakes will be collected by or on behalf of the Sponsor and used by Sponsor, its affiliates, agents, administrators and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy available at <https://policy.mountaindew.com/privacy>. Entrants have the right to opt out of marketing communications as further set out in the above mentioned privacy policy. Except where prohibited by law, participation in the Sweepstakes constitutes permission for Sponsor and its designees to publish, reproduce, and/or use Entrant's name, hometown, likeness, statements, other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without prize, incentive, consideration, consent or review and waives all rights associated therewith, including any and all personality rights and moral rights; and upon request, Entrant will provide written consent to such use.

4. SWEEPSTAKES DRAWINGS/ODDS

The Administrator is an independent judging organization whose decisions as to the selection of the potential winner(s) are final and binding.

The Administrator will conduct **one (1) randomized drawings** (the "Drawing") on or about January 1, 2021, from all eligible Entries received during the Sweepstakes Period and in accordance with these Official Rules. A total of **four hundred (400) potential Prize winners** will be selected during the Drawing.

Odds of winning a Prize depend on the eligible Entries received during the Sweepstakes Period.

5. PRIZE AWARDING:

A potential winner becomes a "Winner" for the purposes of this Sweepstakes only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining entries for the Sweepstakes Period, up to a maximum of three (3) alternates. If any alternate potential winners are disqualified, the Prize(s) will not be awarded. All Prizes will be fulfilled directly to the mailing address provided (no post office box addresses accepted) by the potential winner during the winner verification and confirmation process, approximately thirty (30) days after winner verification and confirmation is complete.

6. PRIZES:

Each Winner will win one (1) prize consisting of one (1) PlayStation®5 console (the "**Prize**"). There will be a total of four hundred (400) Prizes awarded in connection with the Sweepstakes.

The Approximate Retail Value (“ARV”) of each Prize is Four Hundred and Ninety Nine Dollars and Ninety Nine cents (\$499.99).

The ARV of all four hundred (400) Prizes is One Hundred and Ninety Nine Thousand, Nine Hundred Ninety Six Dollars (\$199,996)

All aspects of each Prize will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. Prizes will only be awarded to the person whose verifiable full name and valid e-mail and mailing address appears on the Entry form associated with the Entry in question. Prize winners are solely responsible for all costs and expenses that are not specifically and expressly included in the Prize description above. Winner will be solely responsible for all applicable taxes (including but not limited to federal, state, local and/or income) on the applicable Prize.

There is a limit of One (1) Prize per Entrant for the entire Sweepstakes.

Without limiting the generality of the foregoing, the following specific conditions apply to each Prize:

None of the Sponsor, the Administrator, Sony Interactive Entertainment LLC or any entity that procures the Prizes on behalf of the Sponsor, or their respective affiliates or subsidiaries the (“**Prize Supplier Parties**”) makes any representation or offers any warranty, express or implied, as to the Sweepstakes, quality or fitness of a Prize awarded in connection with the Sweepstakes, or any use of such Prize. The Winner acknowledges that the Prize is awarded as-is. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Prize Supplier Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Prize Supplier Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

The Sweepstakes Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Prizes or transmissions (whether sent by or to the Entrant), regardless of cause. *The Sweepstake Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Prizes or transmissions (whether sent by or to a Entrant); (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof; (d) any act of God, equipment failure, terrorist acts, earthquake, fire, flood, war, explosion, unusually severe weather, virus or contagion, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, work slow-down or shortage, civil disturbance, or any other cause beyond the Sweepstakes Parties sole control; (e) a potential winner or Winner who is unable to claim, accept, or utilize the Prize; and (f) late, incomplete, misdirected, or undelivered Entries. Without limiting the foregoing, Sweepstakes Parties expressly disclaim any and all liability for Prizes or other transmissions which are not timely received in an uncorrupted form (or received at all) by Entrant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Sweepstakes Parties further disclaim any and all liability for Prizes which are returned as undeliverable mail or otherwise not received by Participant for any reason.*

7. RELEASE

By participating in this Sweepstakes, each Entrant agrees to be bound by these Official Rules and agrees that (1) under no circumstances will they be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses, not to exceed one hundred dollars (\$100.00); and (2) in no event will an Entrant be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SWEEPSTAKES PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSEES, ASSIGNS, PARTNERS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE SWEEPSTAKES OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. DISCLAIMER:

Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes (including the Sweepstakes Period) and award the prizes for the Sweepstakes from among all eligible, non-suspect entries received as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Sweepstakes is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Sweepstakes. Sweepstakes Parties may stop you from participating in this Sweepstakes if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other Entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of Prizes stated in the Official Rules for that category. In no event will more Prizes be awarded than that listed in Section 6 of these Official Rules

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

9. MODIFICATION AND/OR TERMINATION OF SWEEPSTAKES

Sponsor reserves the right in its sole discretion to modify the Sweepstakes, including without limitation the Official Rules governing the Sweepstakes, at any time, with or without notice. Continued participation in the Sweepstakes after such action by Sponsor, constitutes acceptance of any modification to the Sweepstakes, including changes to the Official Rules. Sponsor in its sole discretion reserves the right to shorten, terminate, extend, suspend, modify or cancel the Sweepstakes in any way (including, without limitation, the Sweepstakes Period) at any time, for any reason without prior notice of obligation, and to proceed in a manner it deems fair and reasonable, including the selection of a Winner from among all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor.

10. DISPUTES

Any and all disputes arising out of or connected with the Sweepstakes or the Prize will be resolved individually without resort to any form of class action. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THE SWEEPSTAKES. BY ENTERING THE SWEEPSTAKES, THE ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND THE ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL AND/OR SPECIAL DAMAGES, AND/OR LOST PROFITS, AND THE ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY). THE ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

11. MISCELLANEOUS

In the event of any conflict between any details of the Sweepstakes contained in these Official Rules and details contained in other materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail.

If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Participant, Sponsor and Administrator in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to conflicts of laws principles. The state or federal courts located in the State of New York will have exclusive jurisdiction over all actions relating to this Sweepstakes or these Official Rules.

Sponsor's failure to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.

The headings in these Official Rules are for convenience and reference. These headings do not limit or affect these Official Rules.

These Official Rules, together with those items made a part of these Official Rules by reference, make up the entire agreement between Sponsor and the individuals participating in the Sweepstakes, and replaces any prior understandings or agreements (whether oral or written). If a court finds any of these terms to be unenforceable or invalid, that term(s) will be enforced to the fullest extent permitted by applicable law and the other terms.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

12. PRIVACY POLICY; PERSONAL INFORMATION

By participating in the Sweepstakes, each Participant expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy available at: <https://policy.mountaindew.com/privacy> (the "Privacy Policy"). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Except as noted in the Privacy Policy, information collected from Participant shall be used for the purpose of administration of the Sweepstakes, or the delivery of a Prize. Entrant's contact information will not be otherwise shared unless Entrant has elected to receive additional information and promotional material from a third party partner. By participating in the Sweepstakes, Entrant agrees to all of the terms and conditions of the Privacy Policy. In the event of any discrepancy between the Privacy Policy and these Official Rules, these Official Rules shall control and govern.

13. WINNERS LIST

To receive the list of winners of Prizes, visit <http://snipp.us!/cpGye> no later than 1/15/2021.

SPONSOR: Pepsi-Cola Company: Pepsi-Cola Company: 1111 Westchester Ave, White Plains, New York 10604

ADMINISTRATOR: Snipp Interactive Inc.; 6708 Tulip Hill Terr, Bethesda MD 20816

15. AGREEMENT TO OFFICIAL RULES

By entering the Sweepstakes, each Entrant acknowledges having read these Official Rules and agrees to be bound by (a) these rules; and (b) any decisions of the Sponsor, which are final and binding on all Entrants.

16. GENERAL

Participation constitutes entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the Prize is contingent upon fulfilling all requirements set forth herein. These Official Rules may not be reprinted or republished in whole or in part without the prior written consent of the Sponsor. Entrants waive any right to claim ambiguity in these Official Rules.

Any inquiries about this Sweepstakes can be made at help@mountaindewps5sweeps.com during the Sweepstakes Period

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