

**2021 “OPERATION MTN DEW MAJOR MELON™ INSTANT WIN GAME”  
 (“PROMOTION”)  
 OFFICIAL RULES**

**NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET REQUIRED. DATA RATES MAY APPLY IF USING A MOBILE DEVICE.**

**ONLY OPEN TO LEGAL RESIDENTS OF THE U.S. WHO, AT THE TIME OF ENTRY AND PRIZE AWARDING, ARE 18 YEARS OF AGE OR OLDER AND RESIDING CONNECTICUT, INDIANA, KENTUCKY, MAINE, MASSCHUSETTS, MICHIGAN, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, RHODE ISLAND OR VERMONT.**

**1. PROMOTION PERIOD:** The Promotion begins at 9:00:00 a.m. Eastern Time (“ET”) on March 1, 2021 and ends at 11:59:59 p.m. ET on April 10, 2021 (“Promotion Period”).

**2. HOW TO PARTICIPATE:** During the Promotion Period, you can play online by either scanning the code found on the Mtn Dew Major Melon flyer at participating restaurants or for free by directly visiting [www.operationmajormelon.com](http://www.operationmajormelon.com) (“Website”) and following the on-screen – registration instructions. Once you have provided the required information click “ENTER” to submit a Game Play and see if you are a potential instant winner. All Game Plays must be submitted during by 11:59:59 p.m. ET on 4/10/2021. Results of Game Plays are randomly determined and are not based on actual game playing or skill.

Limit one (1) Game Play per person, per email address, per household per day during the Promotion Period, regardless of method of participation. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET; except for the first day of the Promotion Period which will be from 9:00:00 a.m. ET and ending at 11:59:59 p.m. ET. The time clock of the Promotion Administrator is the official clock for this Promotion.

By registering for the Promotion and submitting a Game Play, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and its appointed agents, which will be final and binding in all matters relating to the Promotion. In the event of dispute over the identity of a potential winner, a Game Play will be declared made by the authorized account holder of such email address or wireless phone number submitted at the time of Game Play, and potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email address or wireless phone number. To notify Sponsor of any changes in mailing address email [info@dragonflymktgsl.com](mailto:info@dragonflymktgsl.com) and provide the new information.

Each Game Play must be manually keystroked and manually entered by the individual participants; automated and/or repetitive electronic Game Plays (including but not limited to Game Plays made using any script, macro, bot or promotion service) will be disqualified and transmissions from these or related email/IP addresses or wireless phone number may be blocked.

**3. ELIGIBILITY:** Open only to individuals who are legal residents of the United States, residing in Connecticut, Indiana, Kentucky, Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island or Vermont who are eighteen (18) years of age or older at the time of registration. Employees, contractors, directors, and officers (“Employees et al”) of participating restaurants, PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, Dragonfly Marketing, participating restaurants and each of their respective parents, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively “Promotion Parties”) and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step” of each) and those living in the same households as such Employees et al, whether related or not, are not eligible to participate. Void outside the states listed above and where prohibited or restricted by law, rule or regulation.

**4. INSTANT WIN PRIZES:**

The following prizes (each a “Prize”) are available to be awarded in the Instant Win portion of the Promotion.

Prize Description	# Available	Approximate Retail Value (ARV)
One (1)\$500 Visa® Gift Card	6	\$500
Mtn Dew Major Melon Beanie	600	\$8

**Total ARV of all Prizes: \$7,800.00**

**5. WINNER SELECTION, VERIFICATION AND ODDS:** Six hundred six (606) prizes will be available to be won. Prizes are redeemable only by clicking and following the directions via the valid link provided at the time of Instant Prize Notification. **In the event that the potential winner does not click on the valid link within 10 minutes to claim their prize, their prize will be forfeited, and no compensation will be given.**

**FAILURE TO CLAIM THE PRIZE AND IMMEDIATELY COMPLETE THE WINNER VALIDATION FORM WILL RESULT IN PRIZE FORFEITURE OF THAT INSTANT WIN PRIZE AND THAT PARTICIPANT WILL BE INELIGIBLE TO WIN ANOTHER INSTANT WIN PRIZE IN THE SWEEPSTAKES. HOWEVER, AS A NON-WINNER OF THAT INSTANT PRIZE, THE PARTICIPANT WILL RECEIVE AN ENTRY INTO THE SECOND CHANCE DRAWING (IF THERE IS ONE).** Limit one (1) Prize per person, household, street address, and/or email address during the entire Promotion Period.

**Odds of winning Instant Win Prizes:** Instant Win Prizes will be awarded at randomly generated times during the Promotion Period based on a computer-generated formula. Odds of winning any prize depend on the time of entry, number and timing of other valid Game Plays and number of prizes remaining in the Promotion at the time of Game Play.

**6. SECOND CHANCE DRAWING:** A second chance drawing will be held on or about 5/1/2021 for any prizes that are unclaimed in the Instant Win of the Promotion as of the time of the second chance drawing. Drawing will be conducted by an independent judging organization whose decisions are final. Second chance drawing winners will be randomly selected from among all eligible non-winning registered participant's Game Plays received during the Promotion Period. Odds of winning the second chance drawing depend upon the number of unclaimed prizes available and the number of eligible non-winning Game Plays received throughout the Promotion Period. Limit one (1) Prize per person, household, street address, and/or email address. Second Chance Drawing winners will be notified by email within three (3) days of the drawing at the email address used at registration (the "Drawing Winner Notification"). Unclaimed prizes will not be awarded.

**7. GENERAL:** This Promotion is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. Except as determined by Sponsor in its sole discretion, no substitution of Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prizes may not be redeemed for cash value. Prize winners will be solely responsible for all applicable federal, state and local taxes on Prizes. Sponsor reserves the right to substitute a prize of equal or greater value in the event a Prize or any portion of a Prize becomes unavailable. Any portion of a Prize not accepted by winner will be forfeited. Any difference between stated ARV of Prize and actual value of Prize will not be awarded.

In all instances, if a potential winner's prize or notification is returned as undeliverable, or if potential winner is determined to be in noncompliance with these Official Rules or is otherwise determined to be ineligible, that potential winner will be disqualified and will forfeit their claim to a prize.

**8. CONDUCT:** By entering this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at [www.operationmajormelon.com](http://www.operationmajormelon.com) throughout the Promotion Period. Any information collected shall be in accordance with the Mtn Dew Privacy Policy available at <https://policy.mountaindew.com/privacy.htm>. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion or any website; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any

manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

**9. LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties, along with each of their parent, subsidiary and affiliated companies, and all of their employees, officers, directors, agents, contractors, prize suppliers, promotion/advertising/fulfillment agencies associated with this Sweepstakes (collectively the "Released Parties"), assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, incomplete or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Website or cellular phone service or any combination thereof; (e) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Promotion or download of any materials in the Promotion, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit a participant's ability to participate in the Promotion. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion Period in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed random fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect Game Plays received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Promotion.

**10. WINNER RELEASES:** All entrants, as a condition of participating in the Promotion, agree to release Sponsor and Promotion Parties, and all other Released Parties, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an entry or Game Play, or otherwise participating in any aspect of the Promotion, the receipt, ownership or misuse of any Prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any Prize. The winners shall bear all risk of loss or damage to their Prize after it has been delivered. Except where prohibited by law, each winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Website) such winner's name, address,

voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

**11. ADDITIONAL TERMS:** Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. Prizes will only be delivered to street addresses located within Connecticut, Indiana, Kentucky, Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island and Vermont. If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated plays, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Game Play process and to cancel, terminate, modify, or suspend the Promotion, and Sponsor and the other Released Parties assume no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor and other Released Parties are not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or Game Play to be received by Sponsor or its agents/representatives on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to participant's or any other person's mobile device or computer related to, or resulting from, participation or downloading of any materials in the Promotion.

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 whatsoever Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules, Sponsor may at its sole discretion cancel, suspend or modify the Promotion in whole or in part. For example, if due to production, mechanical or other error more prizes than the number listed in these Official Rules are made available and/or claimed, then Sponsor may suspend prize awards for such prize category and award any remaining unclaimed prizes (up to the total set forth in these Official Rules) in a random drawing from among all eligible prize claimants for such prizes as determined by Sponsor.

Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

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

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

As a condition of entering this Promotion, each entrant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to this Promotion, or any prizes awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party.

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

**12. WINNERS LIST:** For the names of the prize winners, send a self-addressed, stamped envelope, postmarked by 5/31/2021 to **Operation Mtn Dew Major Melon Instant Win** Winners List c/o Dragonfly Marketing Solutions PO Box 431828, Pontiac, MI 48343.

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

**14. PROMOTION ADMINISTRATOR:** Tracy Locke, 7850 N Belt Line Rd, Irving, TX 75063

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NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED. Participation is subject to complete Official Rules at [www.operationmajormelon.com](http://www.operationmajormelon.com). To play, visit [www.operationmajormelon.com](http://www.operationmajormelon.com) ("Website") and follow the online instructions for submitting a Game Play. Open to legal residents of the U.S. residing in CT, IN, KY, ME, MA, MI, NH, NJ, NY, OH, PA, RI or VT, who are 18 or older at the time of registration. Promotion begins at 9:00:00 a.m. ET on 3/1/2021 and ends at 11:59:59 p.m. ET on 4/10/2021. Odds of winning an Instant Win Prize will depend on the number of valid Game Plays, number of prizes remaining in the Promotion at the time of Game

Play and the number of days remaining in the Promotion Period. Data rates may apply if using a mobile device to play. See Website for prizing details and deadlines. Void where prohibited. Sponsored by  
Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.