



# DEWFISHING SWEEPSTAKES



Hy-Vee

2019 DEWFISHING Sweepstakes at Hy-Vee  
Official Rules

**No purchase necessary to enter or win. A purchase will not increase your odds of winning. Void where prohibited.**

## 1. Sweepstakes Period:

Sweepstakes begins at 12:00:01 a.m. (CT) on July 24, 2019 and ends at 11:59:59 p.m. (CT) on August 31, 2019 ("Sweepstakes Period").

## 2. Eligibility and General Terms:

The Mountain Dew® DewFishing Sweepstakes at HY-VEE ("Sweepstakes") is open to legal U.S. residents residing in Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, South Dakota or Wisconsin who are 18 years or older (19 in Nebraska) at the time of entry. Sweepstakes shall be construed and evaluated according to United States law and the state of New York. Do not participate in this sweepstakes unless you are eligible. Void where prohibited.

Employees and contractors of PepsiCo, Inc., Pepsi-Cola Company ("Sponsor"); Hy-Vee, Inc. ("Promotional Partner"), North America Branding ("Administrator") and each of their respective parent companies, subsidiaries, divisions, affiliates, distributors, suppliers and advertising, promotional and judging agencies and the immediate family members of such employees are not eligible to enter or win. Individuals are eligible to win once during the Sweepstakes Period. No substitution of prize is offered, no transfer of prizes to a third party will be permitted and no prize is redeemable for cash; except at Sponsor's sole discretion. Void wherever prohibited or restricted by law. All federal, state and local laws and regulations apply. All federal, state, and local taxes are solely the responsibility of the prizewinner.

All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the Sponsor which will be final and binding. 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 Sweepstakes or the Web site; 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 WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.

Any difference between stated approximate value of prize and actual value of prize will not be awarded. Prize winners will be solely responsible for all applicable federal, state and local taxes on prize. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited.

## 3. How to Enter:

Beginning on July 24, 2019 and prior to August 31, 2019 enter by one of the following methods.

**To enter by Text:** Text dewfishing to 72727 and complete the official entry form to enter for a chance to win. Participants must have a mobile phone with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service provider for each message sent and received. Approximately a total of four (4) text messages will be required to participate. Check with your wireless service provider for details on any applicable charges.

Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. By entering this sweepstakes via text messaging the entrant is consenting to receive text and phone messages regarding the Sweepstakes. Entrants will be given the opportunity to "cancel" (or unsubscribe) each time they receive a text message by sending "STOP" to the short code above;

**To Enter Online:** Visit dewfishing.com and complete the official entry form to enter for a chance to win.

One entry per person per day regardless of entry method. The Sponsor and Administrator are not responsible for incomplete, lost, late, misdirected, incomplete or illegible entries, or for failure to receive entries due to transmission failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor.

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All entries become property of Sponsor and none will be returned. By entering, you agree to the terms of these Official Rules and to receive emails from the Sponsor or Administrator specifically related to confirmation of entry (1), winning notification (2), and confirmation of shipping address for prize redemption (1). You can opt-out of the receipt of such emails for this promotion only by following the instructions at the base line of the received email.

With respect to Text and Online entries, a "Day" is defined as a twenty-four (24) hour time period beginning at 12:00:01 a.m. (midnight) CT and ending at the following 11:59:59 p.m. CT.

The name of the person submitting entry via an email address or cellular number must be the authorized account holder of such email address or cellular number, otherwise, entry may be deemed void. In the event of dispute over the identity of a potential winner, an online or text entry will be declared made by the authorized account holder of the email address/cellular phone number submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address or cellular number. It is the sole responsibility of the entrant to notify the Sponsor in writing The Mountain Dew® DewFishing Sweepstakes at PO Box 264, Elysian, MN 56028 by August 31, 2019 if the entrant changes his or her e-mail or postal address during the Sweepstakes Period. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email, IP addresses or phone number may be blocked. This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Pepsi-Cola Company's Privacy Policy available at <http://www.pepsi.com/en-us/d/#en-us/privacy-policy>.

## 4. Prizes:

### Twenty (20) Dew® Fishing Gear Packages

(Each Gear Package includes: (1) Shimano® Sedona rod/reel combo; (1) Plano® Weekender Series Tackle Bag; (1) Yeti® Flip 18 Soft Cooler; (1) Rapala® Clipper Combo Fishing Tool Kit; Rapala® fish line scissors; (1) Dew® Custom Fishing Cap) =  
**Gear Package ARV \$512.94**

**TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES=\$10,258.80.**

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### 5. Drawings:

Prize winners will be selected in random drawings by the Administrator from among all eligible entries received.

Weekly drawings will be held every Friday beginning on or about August 16, 2019, and continue through the final drawing on September 6, 2019. Ten (10) Prize package will be assigned on each draw session August 16, August 23, August 30 and the final draw date of September 16, 2019.

To be eligible for drawings, the entry must be received by the Thursday prior to the drawing. Entries eligible for one drawing will remain eligible for all subsequent drawings. Unclaimed prizes will not be awarded.

### 6. Winner Notification:

Potential winners will be notified from the Administrator by email within seven (7) business days of drawing. To claim your prize you must accept and reply to email within 14 days of the original communication. Failure to reach winner by email, after two attempts, may result in disqualification or forfeiture of his or her interest in all prizes, and the selection of a substitute winner from among all remaining eligible entries will be enacted. Verified winners will have their prize sent directly to the validated shipping address listed on entry. Return of prize as undeliverable may result in disqualification and an alternate winner may be selected.

### 7. Winner Releases:

All entrants, as a condition of entry into the Sweepstakes, agree to release PepsiCo, Inc., Pepsi-Cola Company, its bottlers, Promotional Partner, their respective parents, subsidiaries, affiliates, divisions, distributors, suppliers, printers, distributors and advertising, promotional or judging agencies, 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 Web site or Sweepstakes page; submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership or use of any prize awarded; preparing for, participating in or traveling to and/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 winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. 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 Web site) the 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 or Promotional Partner.

### 8. Limitations of Liability:

Sponsor and Promotional Partner 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 Sweepstakes; (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 Sweepstakes; (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 or cell phone which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes 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 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 entries received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Sweepstakes. 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 Sweepstakes.

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### 9. Construction:

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

### 10. Decisions and Winner Names:

The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the promotion.

For a list of winners send a self-addressed envelope by September 30, 2019 to: The Mountain Dew® Hy-Vee DewFishing Sweepstakes  
PO Box 264  
Elysian, MN 56028