

**“Mountain Dew®/Xbox® Crackdown 2™” Twitter Sweepstakes
Official Rules**

NO PURCHASE NECESSARY. YOU MUST BE 18 YEARS OF AGE OR OLDER TO ENTER. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. VOID WHERE PROHIBITED.

1. **PROMOTION:** Mountain Dew/Xbox Crackdown 2 Twitter Sweepstakes (the “Sweepstakes”) starts July 19, 2010 at 5:00 p.m. ET and ends August 2, 2010 at 4:59 p.m. ET (the “Sweepstakes Period”). For purposes of this Sweepstakes a 'day' is 5:00:01 p.m. ET through 4:59:59 p.m. ET. The computer of Twitter’s webmaster is the official timekeeping device of the Sweepstakes.
2. **REGISTRATION:** You must register online as a Mountain Dew follower on Twitter at http://www.twitter.com/mtn_dew (“Web Site”) to participate. To be a Mountain Dew follower, you must be a registered user on Twitter (a third party Web Site). If you do not have a Twitter account, follow the onscreen instructions to register for a free Twitter account at <http://twitter.com>. You will be asked to provide your first and last name and email address and to set up a user name and password. You may also be asked to answer optional questions; however, they need not be answered in order to be eligible for the drawing.

YOU MUST REGISTER BY THE ABOVE REGISTRATION METHOD TO PARTICIPATE IN THIS SWEEPSTAKES.

3. **HOW TO ENTER:** Each day, during the Sweepstakes Period, if you receive a Twitter message, you will be entered in the drawing when you retweet “**Chance to win @Xbox Crackdown 2 bundle each day! Follow @mtn_dew & RT to enter. Only US res 18+. Ends 8/2. Rules http://bit.ly/crkdwn**”. Please RT the entire tweet using the old copy/paste method to make sure your entry counts. Retweets must be sent by 4:59:59 p.m. ET each day during the Sweepstakes Period and include the EXACT message in order to be included in that day’s random drawing. If the retweet is not exact, it will become ineligible for that day’s drawing. Limit one Entry per person/email address/Twitter ID per day.

The name of the person submitting the email address upon registration must be the authorized account holder of such email address, otherwise, Entry may be deemed void. In the event of dispute over the identity of the potential winner, an Entry will be declared made by the authorized account holder of the email address submitted at the time of registration, and the potential winner may be required to provide identification sufficient to show that he/she the authorized account holder of such email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address during the Sweepstakes Period.

All Entries become the property of Sponsor and will not be returned to entrant. 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 or IP addresses may be blocked.

4. **ELIGIBILITY:** To be eligible to win, you must be 18 years of age or older and a legal resident of the U.S. residing in one of the fifty (50) United States or the District of Columbia through out the Sweepstakes 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 PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Microsoft Corporation 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) are not eligible to win.
5. **PRIZE:** One (1) Grand Prize will be awarded for each day during the Sweepstakes Period. Each Grand Prize consists of a limited-edition Crackdown 2 Xbox 360 console, one controllers and (1) copy of Crackdown 2 Xbox 360 game (approximate retail value \$399.99 each).
6. **DRAWING:** Potential winners will be selected in a random drawing from among all entries received during each day. Drawings will be conducted by an independent judging agency whose decisions are final and binding. Odds of winning depend upon the total number of eligible entries received each day. Entry submitted is only eligible for that day's drawing. Limit one (1) prize per person, household or address.
7. **GENERAL:** Sweepstakes is subject to the laws of the United States only. Prizes will only be awarded and delivered to addresses within the 50 United States or D.C. 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 prize may not be redeemed for cash value. Normal Internet access and usage charges imposed by your Internet service provider will apply. **Standard text messaging rates apply if you opt-in to receive Tweets via a cellular phone.** Any difference between stated approximate value of prize and actual value of prize will not be awarded. Prize winner 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 prize not accepted by winner will be forfeited.
8. **CONDUCT:** By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. These Official Rules are accessible from the Web Site throughout the Sweepstakes Period. 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 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.

9. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or 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 which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials 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 the event of cancellation, a random drawing will be conducted to award the Grand Prize from all eligible entries received prior to cancellation.
10. **WINNER NOTIFICATION:** Prizes will be shipped to the postal address on file with Sponsor. Potential winners may be required to sign and return to Sponsor an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification letter (within 24 hours via fax and 10 days via mail of notification attempt). Noncompliance within this time period will result in disqualification and another winner selected in the place of the disqualified person at random from all eligible entries received. Prize notification returned as non-deliverable will result in disqualification and an alternate winner selected. If any required documents are not returned within the required number of days, or if any mail is returned as undeliverable without a forwarding address, then prize may be forfeited and an alternate winner may be selected at Sponsor's discretion. Allow 6 to 8 weeks for delivery of prize. Upon forfeiture for any reason, no compensation will be given.
11. **WINNER RELEASES:** All entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor, its bottlers, Microsoft Corporation and each of 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 Twitter, the Web Site or the 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, winner 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.

12. **WINNERS:** For a list of the Sweepstakes prize winners, send your name and complete address postmarked by 8/13/10to: Crackdown 2 Twitter Sweepstakes – Winner's List, P.O. Box 750620, El Paso, TX, 88575-0620.
13. **SPONSOR:** Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.