

2021 PEPSI® HBCU SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO PARTICIPATE. STANDARD MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA A MOBILE DEVICE. ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO, AT THE TIME OF ENTRY AND PRIZE AWARDING, ARE RESIDING IN AL, AR, DE, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV and DC, AND ARE 18 YEARS OF AGE OR OLDER (19 YEARS OR OLDER IN AL). VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

1. **SWEEPSTAKES PERIOD:** Entry into the Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on September 13, 2021, and ends at 11:59 p.m. ET on October, 22, 2021 ("Sweepstakes Period").

2. **ELIGIBILITY:** You must be a legal resident of the United States who, at the time of entry and prize awarding, is residing in Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, West Virginia or the District of Columbia and is 18 years of age or older (19 or older in Alabama). Employees of Pepsi-Cola Company ("Sponsor"), Pepsi Beverages Company, Pepsi Cola Bottling Co., PepsiCo, Inc., and the retailers associated with this Promotion, and all of their respective parent/affiliated companies, divisions, bottlers, distributors, suppliers, and advertising/promotional/judging agencies associated with this Promotion (collectively, "Sponsor and Promotion Parties") and each of their immediate family members (defined as parents, spouses, siblings and children; whether biological, adopted, step or in-law) and persons living within the same household as such employees (whether related or not) are not eligible to participate or win a prize.

3. **HOW TO ENTER:** During the Sweepstakes Period, eligible entrants can enter via the following methods:

(a) **CODE ENTRY:** Look for the code on PEPSI® and Pepsi Zero Sugar display materials in participating stores in AL, AR, DE, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV and DC to enter from your mobile device ("Mobile Device"). By scanning the code with your Mobile Device, you will be taken to the URL www.pepsipromos.com/hbcu and advised to follow the on-screen instructions to submit an entry. Data rates may apply if participating via a Mobile Device. 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 may participate.

(b) **INTERNET:** Visit www.pepsipromos.com/hbcu (the "Website") and follow the on-screen instructions to properly complete and submit an online entry.

Limit one (1) entry per day per person/email address/phone number, regardless of entry method. If more than one entry is received from the same person/email address/phone number in one day, all but the first entry may be disqualified. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00 a.m. (midnight) ET and ending at 11:59 p.m. ET, other than the first day of the Sweepstakes if the Sweepstakes begins at any time other than 12:00 a.m., in which case the first day begins at the start time stated time in Rule 1. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

In the event of a dispute over the identity of a potential winner, the entry will be deemed to have been made by the authorized account holder of such email address 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. Proof of emailing/texting does not constitute proof of delivery or receipt of entry or notice by Sponsor or Administrator. Entries become the property of Sponsor and will not be returned and may not be acknowledged. Each entry submission must be manually keystroked 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 wireless phone number may be blocked. Sponsor is not responsible for lost, late, misdirected or incomplete entries.

4. **PRIZES:** Three (3) GRAND PRIZES are available to be awarded, each consisting of one (1) football autographed by Coach Deion Sanders. Approximate retail value of each prize is \$300.

Twenty-five (25) FIRST PRIZES are available to be awarded, each consisting of one (1) \$100 Walmart gift card/certificate.

Total ARV of all prizes is \$3,400.

5. **WINNER SELECTION:** Twenty-eight (28) potential winners will be selected in a random drawing from among all eligible entries received during the entire Sweepstakes Period. Odds of winning depend upon the number of eligible entries received. The drawings will occur on or about October 25, 2021, and will be conducted by an independent judging agency, whose decisions are final and binding. Limit one (1) prize per person/address/phone number/household. All prizes claimed will be awarded. Unclaimed prizes may not be awarded.

6. **WINNER NOTIFICATION:** Potential winners will be notified by email at the email address provided upon entry, within approximately three (3) days of the drawing ("Winner Notification"). Potential prize winners may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release and IRS W-9 form (collectively "Prize Claim Forms"), within time frame specified in the Winner Notification or on the Prize Claim Forms, or prize will be forfeited and may be awarded to an alternate winner, in Sponsor's sole discretion. Sponsor is not responsible for changes in a potential winner's email address or suspensions in service that may result in a potential winner not receiving the Winner Notification or any other notices or prizes. In the event (i) the Winner Notification, or a prize is returned as undeliverable; (ii) the potential winner fails to respond to the Winner Notification as directed; or (iii) a potential winner is determined to be ineligible or not in compliance with these Official Rules, that potential winner may be disqualified and the prize will be forfeited and may be awarded to an alternate winner, in Sponsor's sole discretion. Allow approximately three (3) to four (4) weeks for delivery of the prize following the winner verification. Prizes will only be delivered to addresses within AL, AR, DE, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV and DC.

7. **GENERAL:** 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. 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. Any gift card prizes are subject to the terms stated on the gift card or as otherwise set by the card issuer. Prize winner will be solely responsible for all applicable federal, state and local taxes on prize. Winner may receive an IRS Form 1099 for the retail value of the prize. 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 difference between stated approximate value of prize and actual value of prize will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws & regulations apply. 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://policy.pepsi.com/privacy.htm>.

8. **CONDUCT:** By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. 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 play process or the operation of the Sweepstakes; 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 PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties, and 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 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 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, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) 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 Sweepstakes or download of 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, 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 may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.

10. **WINNER RELEASES:** All entrants, as a condition of entry into the Sweepstakes, agree to release and hold harmless 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 otherwise participating in any aspect of the Sweepstakes, 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. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Except for

residents of Tennessee 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) 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.

11. **WINNERS' LIST:** For a list of the winners, send a self-addressed, stamped envelope, postmarked by December 3, 2021, to Pepsi HBCU Sweepstakes Winners' List, P.O. Box 940340, Maitland, Florida 32794-0340.
12. **SPONSOR:** Pepsi-Cola Company, 7380 W. Sand Lake Road #230, Orlando, Florida 32819.
13. **ADMINISTRATOR:** PSG, P.O. Box 940340, Maitland, FL 32794-0340.

PEPSI and Pepsi-Cola are registered trademarks of PepsiCo, Inc.