

2021 PEPSI® TRAVIS KELCE T-SHIRT PROMOTION (“PROMOTION”)

OFFICIAL RULES

NO PURCHASE NECESSARY TO PLAY OR WIN. INTERNET ACCESS IS REQUIRED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY. TO ENTER OR WIN A PRIZE, YOU MUST BE A LEGAL RESIDENT OF THE U.S. WHO AT THE TIME OF ENTRY AND PRIZE AWARDING IS RESIDING IN IOWA, KANSAS, MISSOURI OR NEBRASKA AND IS 18 YEARS OF AGE OR OLDER (19 in NEBRASKA).

1. **PROMOTION PERIOD:** Entry into the Promotion begins at 12:00:00 a.m. Central Time (“CT”) on October 1, 2021 and ends at 11:59:59 p.m. CT on November 30, 2021 (the “Promotion Period”).
2. **HOW TO PARTICIPATE:** During the Promotion Period, you can participate via the following methods:
 - a. **Barcode Entry:** Look for a QR Code (the “Code”) on specially-marked Pepsi promotional materials available at participating stores in Iowa, Kansas, Missouri or Nebraska and scan the Code to play from your mobile device. By scanning the Code, you will be taken to the URL www.pepsipromos.com/travis (the “Website”) and advised to follow the on-screen registration instructions. Once you have provided the required information, click “ENTER” to see if you are an instant winner (the “Barcode Entry process”). Standard Message and Data rates may apply if participating via a mobile device. Not all stores are participating.
 - b. **No Purchase Necessary Internet Participation:** To play via the Internet for free and without scanning the Code, visit www.pepsipromos.com/travis and follow the on-screen registration instructions. Once you have provided the required information, click “ENTER” to see if you are an instant winner.

Completion of the steps in the Code Entry Process or the No Purchase Necessary Internet Participation process shall be deemed a “Game Play.” All Game Plays must be completed by 11:59:59 p.m. CT on November 30, 2021.

Limit one (1) Game Play per day per person regardless of method of entry. A “day” is defined as a twenty-four (24) hour time-period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT. The time clock of the Promotion Administrator is the official clock for this Promotion. Entries become the property of Sponsor and may not be acknowledged or returned.

In the event of a 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 the Game Play, 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 wireless phone number. 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 numbers may be blocked.

3. **ELIGIBILITY:** The Promotion is open only to individuals who are legal residents of the United States, residing in Iowa, Kansas, Missouri or Nebraska, who are 18 years of age (19 in Nebraska) or older at the time of entry. Employees, contractors, directors, and officers of participating retailers, PepsiCo, Inc., Pepsi Beverages Company (“Sponsor”), Pepsi-Cola Company and its bottlers 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 “Sponsor and Promotion Parties”), and the immediate family members (defined as spouse, parent, child, sibling; whether biological, adopted, step or in-law) and those living in the same households as such employees, contractors, directors and officers are not eligible to participate.
4. **PRIZE DETAILS: GRAND PRIZES:** Eight-seven (87) Grand Prizes will be awarded, each consisting of one (1) special edition TRU KOLORS T-shirt designed by Travis Kelce. Winner will be able to select desired size from a unisex S, M, L, XL and XXL, while supplies last. Approximate Retail Value (“ARV”) of each Grand Prize: \$32. Total ARV for all prizes: \$2,784.

FAILURE TO ACCEPT THE PRIZE AND IMMEDIATELY COMPLETE THE WINNER VALIDATION FORM WILL RESULT IN PRIZE FORFEITURE. *Unclaimed Prizes may be awarded in a Second Chance Drawing described in Section 5 below.* Limit one (1) Prize per person, wireless account, household, street address, and/or email address during the Promotion Period. 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, within five (5) days of notification that he/she is a potential winner. No potential winner will be an official winner until any required paperwork has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit all required documentation within the designated time period, he/she will be automatically disqualified, and the Prize may be awarded to an alternate winner, in Sponsor’s sole discretion. Upon forfeiture of any Prize, no compensation will be given. Prizes that remain unclaimed after second chance drawing may not be awarded. **Odds of winning:** Prizes will be awarded based on a computer-generated formula seeded throughout the Promotion Period. Odds of winning any Prize in the Game Play portion of the Promotion depend on the timing and number of valid Game Plays.

5. **SECOND CHANCE DRAWING:** A Second Chance Drawing will be held on or about December 2, 2021 for any unclaimed Prizes remaining after the Game Play portion of the Promotion. Drawing will be conducted by an independent judging organization whose

decisions are final on said drawing. Second Chance Drawing winners will be randomly selected from all eligible non-winning Game Plays received during the Promotion Period. Odds of winning the second chance drawing depend upon the number of unclaimed Prizes and the number of eligible non-winning Game Plays throughout the Promotion Period. Because there is a limit of one (1) Prize per person, wireless account, household, street address and/or email address in this Promotion, if a Game Play pulled in the Second Chance Drawing is a prior winner, that Drawing pull will be disqualified and another Game Play will be drawn. Second Chance Drawing winners will be notified by email within approximately one (1) day of the drawing at the email addressed used at registration.

6. **WINNER NOTIFICATION:** Second Chance Drawing potential winners will be notified by email at the email address provided upon entry, within approximately two (2) days of the drawing. The potential prize winner may be sent an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable; (ii) a any required documents are not returned within the required number of days; or (iii) if winner is otherwise determined to be ineligible or not in compliance with these Official Rules, prize will be forfeited and may be awarded to an alternate winner or left unclaimed. Prizes will only be delivered to addresses within Iowa, Kansas, Missouri or Nebraska. 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.
7. **LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties, the NFL Players Incorporated and Travis Kelce (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 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, camera, computers or providers utilized in any aspect of the operation of the Promotion or the Website; (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 land line 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 Promotion or download of any materials in the Promotion or from the Website. 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 at its sole discretion to cancel, terminate, modify or suspend the Promotion 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 Promotion. 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 Promotion. Neither Sponsor nor any of the other Released Parties make any representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.

8. **WINNERS RELEASES:** By participating in the Promotion, entrants release Sponsor and all other Released Parties, including the NFL Players Incorporated 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 a play or otherwise participating in any aspect of the Promotion, 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 or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and the other Released Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize (if any). Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, 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.
9. **GENERAL CONDITIONS:** 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. Prize winner is solely responsible for any and all taxes and related expenses on the prize and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prize(s) will not be awarded. 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. 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 except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value 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 Promotion will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject of the Pepsi-Cola Company's Privacy Policy available at <http://www.pepsi.com/en-us/d/#en-us/d/privacy-policy>.
10. **CONDUCT:** By participating in this Promotion, participants agree to be bound by these Official Rules and the decisions of the Sponsor that 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 Promotion; 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 PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

11. **WINNERS LIST:** For the names of the winners, send a self-addressed, stamped envelope by January 4, 2022 to: Pepsi Travis Kelce T-Shirt Promotion Winners List, P.O. Box 940340, Maitland, FL 32794-0340.

12. **SPONSOR:** Pepsi Beverages Company, 5400 Headquarters Dr., Plano, TX 75024.

13. **ADMINISTRATOR:** PSG, P.O. Box 940340, Maitland, FL 32794-0340.

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