

ShopRite Can Can Text to Win Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY. VOID WHERE PROHIBITED.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on 1/3/2021 at 12:00:00 p.m. Eastern Time ("ET") and ends on 1/23/2021 at 11:59:59 a.m. ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** The Sweepstakes is open only to individuals who are legal residents of the United States, residing in CT, DE, MD, NJ, NY and PA who are 18 years of age or older at the time of entry. Employees, contractors, directors, and officers of Employees of Wakefern Food Corp. and its cooperative members, Merkle Inc., PepsiCo, Inc. and Pepsi-Cola Company ("Sponsor") and its bottlers and each of their respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors, retailers and advertising, promotional and judging agencies (collectively, "Sponsor and Promotion Parties") and immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes) are not eligible to participate or win.
3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter:
 - A. **TEXT MESSAGE:** Use your mobile phone to text CANCAN to 99888 and follow instructions to be entered into the Sweepstakes. 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. Check with your wireless service provider for details on any applicable charges. Participants are solely responsible for any such wireless charges. 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. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. Each Text Message Entry must be manually key-stroked/entered by the entrant. IMPORTANT: Message and data rates may apply for each text message sent or received. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. By participating, entrant may be required to send/receive up to three (3) text messages in response to your entry related to the Sweepstakes.
 - B. **MAIL-IN ENTRY:** An eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" postcard ("Mail-In Entry") and mail it with sufficient postage

to: ShopRite Can Can Text to Win Sweepstakes, P.O. Box 941459, Maitland, FL 32794-1459. All Mail-In Entries must be postmarked no later than 1/23/2021 and received on or before 1/30/2021, in order to be eligible. Entrant will receive (1) entry into the Sweepstakes.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit one (1) entry per day per person regardless of entry type. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:01 a.m. (midnight) CT and ending at 11:59:59 p.m. CT, except the first day of the Sweepstakes Period which will be defined as beginning 12:00:01 p.m. (noon) CT and ending 11:59:59 p.m. CT of the same day and the last day of the Sweepstakes Period which will be defined as beginning 12:00:00 a.m. CT and ending 11:59:59 a.m. CT. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

In the event of dispute over the identity of a potential winner, a text message entry will be declared made by the authorized account holder of such email address or wireless 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 wireless phone number. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email, wireless phone number or postal address during the Sweepstakes Period. Proof of texting does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be acknowledged or returned. 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 wireless phone number may be blocked.

4. PRIZE DETAILS: Grand Prize: Five hundred (500) Grand Prizes will be awarded, each consisting of a \$50 ShopRite gift card. Approximate Retail Value ("ARV"): \$50.

5. DRAWING: Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. Potential winners will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend upon the total number of eligible entries received. Drawing will occur on or about 2/1/2021 and will be conducted by the administrator whose decisions shall be final and binding. All prizes will be awarded.

6. WINNER NOTIFICATION: Potential winners will be notified by text, phone, mail and/or email at the text, phone, mail and/or email address provided upon entry within two (2) days of the drawing. If a potential prize winner is notified by text, email or phone, he/she will be required to respond within seventy-two (72) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Once a potential winner notification is confirmed to Sponsor, 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 without a forwarding address; (ii) a telephone, email or text message notification is not confirmed to Sponsor within seventy-two (72) hours; (iii) any required documents are not returned within the required number of days; or (iv) if winner is otherwise unable to attend an event when specified or accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner. Allow three (3) to four (4) weeks for delivery of prizes following notification. Prizes will only be delivered to an address within CT, DE, MD, NJ, NY and PA.

7. **LIMITATIONS OF LIABILITY:** Sponsor and Promotion 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 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 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 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 and Promotion Parties 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 Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

8. **WINNERS RELEASES:** By participating in the Sweepstakes, entrants release the Sponsor and Promotion Parties from and against any and all demands, liabilities (determined by verdict, judgment or good faith settlement of a claim), damages, causes of action (including pre-lawsuit court orders), costs, losses, claims and expenses associated therewith (including reasonable attorneys' fees and disbursements) of defending a claim of liability (whether valid or invalid) made by or incurred in connection with submitting a play 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 or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. The Release 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. 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 Sweepstakes 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 and 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://www.pepsi.com/en-us/d/#en-us/d/privacy-policy>.

10. CONDUCT: By participating in this Sweepstakes, 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 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.

11. WINNERS' LIST: For a list of the prize winners, mail your request with a self-addressed stamped envelope before 2/23/2021 to: SHOP RITE CAN CAN TEXT TO WIN SWEEPSTAKES Winner, c/o PSG, PO Box 940340, Maitland, FL 32794-0340.

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

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