

UEFA CHAMPIONS LEAGUE 2021 GATORADE INSTANT WIN GAME & SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO PLAY OR WIN OR CLAIM A PRIZE. MESSAGE AND DATA RATES MAY APPLY. MULTIPLE DEADLINES APPLY.

OPEN ONLY TO LEGAL RESIDENTS OF AL, AR, CA, FL, GA, IL, LA, MS, NC, NM, NV, SC, TN AND TX WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY (19 in AL, 21 in MS).

1. **PROMOTION PERIOD:** The promotion (the "Promotion") begins at 12:00:00 a.m. Eastern Time ("ET") on March 22, 2021 and ends at 11:59:59 p.m. ET on June 13, 2021. ("Promotion Period").

2. **ELIGIBILITY:** YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN TX, IL, CA, NM, FL, NV and GA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY to be eligible to win. Employees, contractors, directors, and officers of The Gatorade Company ("Sponsor") PepsiCo, Inc., Pepsi-Cola Company and its bottlers and retailers, Promotion Security Group LLC 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 "Promotion Parties") and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees whether related or not are not eligible to participate. Void outside the states listed above and where prohibited or restricted by law, rule or regulation.

3. **HOW TO PARTICIPATE IN THE INSTANT WIN GAME:** During the Promotion Period, you can enter the Instant Win Promotion via the following methods:

(a) use your mobile phone or other web-enabled device to scan the Game's quick response ("QR") code featured on specially-marked promotional materials available at participating stores, which will take you to the Game's website, OR (b) to play without scanning a QR code, use your computer to go to gatorade.com/UEFA ("Website").

Once at the Website, follow all prompts and instructions regarding how to register and complete and submit a Game play. After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential "Instant Winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion.

All Game Plays must be submitted no later than 11:59 pm ET on 6/13/2021 to be valid. Limit one (1) Game Play/entry per person per Day, regardless of the method of entry. The Judging

Organization's clock shall be the official clock of the Game. A "Day" begins at 12:00 A.M. ET and ends at 11:59 P.M. ET during the Promotion Period. Use of any robotic, automatic, programmed or similar Game play method or more Game plays than are permitted per day hereunder will void all entries and result in disqualification. All potential winners are subject to verification before any Prize will be awarded. Limit one (1) Instant Prize per person, household, street address, and/or email address.

To scan a QR code for entry method (a), you must have a mobile phone or other web-enabled device with a camera feature and QR reader application and you may incur standard message or data charges from your wireless provider for each use of the QR code, depending on your service plan; you are solely responsible for any such wireless charges associated with such use, including the downloading (if applicable) and use of the QR reader. If you do not have a QR code scanner on your phone, search for "QR reader" in your mobile device's application store to find available QR readers for your phone or device. QR readers may not be available on all devices. A mobile device is not required to participate. **An entrant cannot participate solely by scanning the QR code.**

By submitting a Game Play, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Promotion. In the event of 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 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. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email, wireless phone number or postal address during the Promotion Period. 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 number may be blocked.

Each Game Play shall also constitute one entry into the Grand Prize drawings. All eligible winning and non-winning game plays received during each Entry Period will be registered for that Entry Period's Grand Prize Drawing as described in Section 4.

4. INSTANT WIN PRIZES: One thousand six hundred eighty (1,680) Instant Win Prizes will be available to be won. Ten (10) Instant Win Prizes will be awarded each day of the Promotion Period. A "Day" begins at 12:00 A.M. ET and ends at 11:59 P.M. ET during the Promotion Period. Prizes will be awarded randomly, based on a computer-generated formula.

Instant Win Prize Description	Quantity Available	ARV (Each)
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One (1) ADIDAS 20/21 UEFA Champions League Replica Soccer Ball	1,680	\$164.99
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Total ARV of all Instant Win Prizes available in the Promotion: \$277,183.20

Odds of winning an Instant Win Prize: Odds of winning any Prize depend on the number of valid Game Plays, number of Prizes remaining in the Promotion at the time of Game Play and number of days remaining in the Promotion Period.

5. GRAND PRIZES/ DRAWINGS: Five (5) Grand Prizes will be awarded across three (3) Grand Prize random drawings (Drawing), as outlined below. Each Drawing will include all eligible entries received from Game Plays during that Drawing's Entry Period. Each Grand Prize consists of one (1) autographed Lionel Messi jersey. Approximate Retail Value ("ARV") of each Grand Prize: \$500. Total ARV of all Grand Prizes: \$2,500.00

Drawing	Prize	Quantity	Approximate Retail Value	Entry Period Dates*	Drawing Dates (On or about)
1	An autographed Lionel Messi jersey	(2) Two	\$500.00 ea	3/22/2021 – 4/16/2021	Monday, April 19, 2021
2	An autographed Lionel Messi jersey	(2) Two	\$500.00 ea	3/22/2021 – 5/14/2021	Monday, May 17, 2021
3	An autographed Lionel Messi jersey	(1) One	\$500.00 ea	3/22/2021 – 6/13/2021	Monday, June 14, 2021

*Each entry period starts at 12:00 AM ET and Ends at 11:59 PM ET.

Potential Grand Prize Winners will be randomly selected from among all eligible entries received during each Entry Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with these Official Rules. Drawings will be conducted by an independent judging organization ("Judging Organization") whose decisions will be final and binding in all matters relating to this Promotion. Potential Winners will be notified by phone or by email within approximately three (3) days following the drawing. If winner does not reply to notification within three (3) days, an alternate winner may be drawn.

Odds of winning a grand prize depend upon the number of eligible non-winning Game Plays received throughout the Promotion Period. Limit one (1) Grand Prize per person, household, street address (no P.O. Boxes), and/or email address.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the prize may be forfeited and an alternate winner selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, prizes will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry. Any

portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for their prize won. Sponsor will issue an IRS Form 1099- MISC for each winner of a prize with an ARV of \$600 or more. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to a verified Winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder.

6. **SECOND CHANCE DRAWING:** A second chance drawing will be held on or about June 15, 2021 for any unclaimed Prizes (Grand Prize is not included). Drawing will be conducted by an independent judging organization whose decisions are final. Second chance drawing winners will be randomly selected from among 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 received throughout the Promotion Period. Limit one (1) Instant Win Prize per person, household, street address, and/or email address. Second Chance Drawing winners will be notified by email within three (3) days of the drawing at the email addressed used at registration, and will be required to reply within three (3) days in order to claim Prize.

7. **GENERAL:** 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. 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. Prize winners will be solely responsible for all applicable federal, state and local taxes on Prizes. If applicable, winners will 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 portion of a Prize not accepted by winner will be forfeited. Any difference between stated ARV of Prize and actual value of Prize will not be awarded.

8. **CONDUCT:** By entering this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at www.gatorade.com/UEFA throughout the Promotion Period. Any information collected shall be in accordance with the Pepsi-Cola Company's Privacy policy available at <http://policy.pepsi.com/privacy.htm>. 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 entry process or the operation of the Promotion or any website; 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.

9. **LIMITATIONS OF LIABILITY:** Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, incomplete 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, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the Website or cellular phone service or any combination thereof; (e) 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, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit a participant's ability to participate in the Promotion. 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, in its sole discretion, to cancel, terminate, modify or suspend the Promotion Period 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 random 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 Game Plays 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 appear online from time to time during the Period for clarification purposes without materially affecting the terms and conditions of the Promotion.

10. WINNER RELEASES: All entrants, as a condition of participating in the Promotion, agree to Sponsor and Promotion 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 Promotion, the receipt, ownership or misuse 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 winners shall bear all risk of loss or damage to their Prize after it has been delivered. Except where prohibited by law, each winner grants 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) such 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. ADDITIONAL TERMS: Prizes will only be delivered to street addresses in CA, FL, GA, IL, NM, NV and TX.

In no event will Sponsor be obligated to award more Prizes than the number of Prizes stated in these Official Rules. If for any reason whatsoever Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules, Sponsor may

at its sole discretion cancel, suspend or modify the Promotion in whole or in part. For example, if due to production, mechanical or other error more Prizes than the number listed in these Official Rules are made available and/or claimed, then Sponsor may suspend Prize awards for such Prize category and award any remaining unclaimed Prizes (up to the total set forth in these Official Rules) in a random drawing from among all eligible Prize claimants for such Prizes as determined by Sponsor.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. Caution: Any attempt to deliberately damage any website associated with the Promotion or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any person responsible for the attempt to the fullest extent permitted by law. As a condition of entering this Promotion, each entrant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to this Promotion, or any Prizes awarded (each, a "Claim"), shall not be consolidated or joined with or in any other proceeding involving a Claim of any other party.

IN NO EVENT WILL THE SPONSOR AND PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITE AND/OR THIS PROMOTION, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

12. WINNERS LIST: For the names of the Prize winners, send a self-addressed, stamped envelope, postmarked by 7/13/2020 to UEFA CHAMPIONS LEAGUE 2021 GATORADE PROMOTION Winners List c/o PSG, PO Box 941459, Maitland, FL 32794-1459.

13. SPONSOR: The Gatorade Company, 433 W Van Buren Street, Chicago, IL 60607.

Customer Service inquiries may be made at support@enterpromo.com.

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