

THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**2024 PEPSI® DIG IN ROYALTY PROMOTION (“PROMOTION”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. DATA RATES MAY APPLY IF ENTERING VIA A MOBILE DEVICE.

1. ELIGIBILITY: The Promotion is open only to legal U.S. residents who reside in one of the fifty (50) United States or the District of Columbia and are eighteen (18) years of age or older (19 or older if a resident of Alabama or Nebraska) at the time of entry (each an “Entrant”). **The Entrant is providing an entry on behalf of himself or herself and for a Locally Owned Restaurant (“Locally Owned Restaurant” or “Nominee”) that supports the Black community.** During the entry process (see Section 3 below), the Entrant shall nominate their favorite Locally Owned Restaurant. The Entrant cannot be employed by or own the Locally Owned Restaurant they nominate.

Locally Owned Restaurant Vetting Process: Prior to awarding the Locally Owned Restaurant Prizes (see Section 5 for prize details), the top five (5) ranking Nominees (those receiving the most nominations via Entrants’ entries) will undergo a vetting process. The Sponsor, in its sole discretion, will conduct the vetting process to ensure (a) the Locally Owned Restaurant does not have any unresolved negative reviews or press or any other news or activity that may appear to be inconsistent with the positive image and/or goodwill to which Sponsor wishes to associate and aligns to the mission of Pepsi Dig In and (b) that the owner(s) of the Locally Owned Restaurant generally support(s) the Black community. Sponsor’s decision of “passing” or “failing” the vetting process shall be final in all matters relating to the eligibility of a Nominee. If a Nominee is deemed ineligible, for any reason, as determined by Sponsor, in Sponsor’s sole discretion, the Sponsor shall move to the next highest ranked Nominee as an alternate winner who will also go through the same vetting process.

Employees, officers, directors, contractors, agents and representatives of Pepsi-Cola Company (“Sponsor”) and its bottlers, Genesco Sports Enterprises, Inc. (“Administrator”), The NFL Parties (defined as NFL Properties LLC, National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Productions LLC, and each of their respective affiliates, owners, subsidiaries, shareholders, officers, directors, agents, representatives and employees, both individually and collectively), Vox Media, LLC and each of their respective parents, affiliates, subsidiaries, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (hereinafter, collectively, “Released Parties”), and each such individual’s immediate family members (mother, father, sister, brother, any child, husband, wife, grandparent, and/or “step” and their respective spouses, regardless of where they reside) and those living in their same households (those persons whether related or not who live in the same residence for at least three (3) months during the twelve-month period preceding the start date of the Sweepstakes) are not eligible to participate or win a prize. No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members.

2. PROMOTION PERIOD: The Promotion begins on May 30, 2024 at 12:00:00 p.m. Eastern Time (“ET”) and ends on June 20, 2024 at 11:59:59 p.m. ET (“Promotion Period”). The time clock of the Promotion Administrator’s (defined below) computer is the official timekeeping device for this Promotion.

3. HOW TO ENTER: There are two (2) ways to enter, during the Promotion Period, as outlined below.

(A) NO PURCHASE NECESSARY. To enter without using a mobile phone, visit DigInShowLove.com (the “Web Site”) and follow the instructions to nominate your favorite Locally Owned Restaurant and complete and submit the online entry form. Upon receipt and verification of the submitted entry, the Entrant and Nominee shall both receive one (1) entry into the Promotion.

(B) Use your mobile phone to scan the code on a Promotion display and follow the instructions to nominate your favorite Locally Owned Restaurant and complete and submit the online entry form. Upon receipt and verification of the submitted entry, the Entrant and Nominee shall both receive one (1) entry into the Promotion. An Entrant cannot participate solely by scanning the code. Entrants must have a smart phone or other web-enabled device with a camera feature or code reader application and may incur data charges from their wireless service provider for each use of the code, depending on their service plan. Entrants are solely responsible for any such wireless charges associated with such use, including the downloading (if applicable) and use of the code reader. If you do not have a code reader on your phone, search for one in your mobile device's application store to find available code readers for your phone or device. Code readers may not be available on all devices. Check with your wireless service provider for details on these and any other applicable charges. Mobile entry is not required to submit an entry or win a prize in this Promotion.

YOU MAY NOT NOMINATE A LOCALLY OWNED RESTAURANT THAT YOU OWN OR ARE EMPLOYED BY.

Limit one (1) entry per Entrant/email address per day. A "day" is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day except for the first day of the Sweepstakes which shall begin at 12:00:00 p.m. ET and end at 11:59:59 p.m. ET.

All Entrants must have a valid email address. The name of the person submitting the entry into the Promotion must be the authorized account holder of the email address used to enter, otherwise, entry may be deemed void. Multiple Entrants may not share the same email address. In the event of a dispute over the identity of an Entrant, entry will be declared to be made by the authorized account holder of the email address used during the entry process. A potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email account.

Each entry 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 any such scripts, macros, bots or sweepstakes services or related email addresses or IP addresses may be blocked. If it is discovered that an Entrant used multiple email addresses, phone numbers and/or mailing addresses, or manipulated such information for the purpose of obtaining more than the allowed number of entries as stated herein, such person will be disqualified and any prize won shall be forfeited.

4. DETERMINATION OF WINNERS:

For Entrants: The potential winners will be selected in a random drawing on or about June 21, 2024 from among all eligible entries received by the Administrator, whose decisions are final in all matters relating to this Promotion. Odds of winning depend on the number of eligible entries received. Entries submitted during the Promotion Period are only eligible for this Promotion and do not remain eligible for any subsequent promotion. Limit one (1) Entrant Prize per person/household.

For Locally Owned Restaurants: At the conclusion of the Promotion Period, the Nominees (named in the entries) will be ranked based on the number of entries (i.e. "nominations") received throughout the Promotion Period. The Nominees ranking #1 through #5 will receive a Locally Owned Restaurant Prize (subject to vetting and verification). Limit one (1) Locally Owned Restaurant Prize per Nominee.

5. PRIZE DETAILS:

Entrant Prizes (See below for applicable Prize Conditions per prize):

- **One (1) Grand Prize is available to be awarded.** The Grand Prize consists of a trip for the winner and one (1) guest to Super Bowl LIX scheduled to take place on February 9, 2025 in New Orleans, Louisiana. Travel dates: February 7, 2025 – February 10, 2025. The trip consists of round

trip coach class air transportation for winner and winner's guest (from a major commercial airport near winner's residence); double-occupancy, standard hotel accommodations (one room) for three (3) nights; two (2) game tickets; and \$500.00 (awarded in the form of a check, payable to winner). Approximate Retail Value ("ARV"): Up to \$12,600.00, depending on winner's point of departure.

- **One (1) First Prize is available to be awarded.** The First Prize consists of a trip for the winner and one (1) guest to New York City, NY for a "Chef's Table Experience" at Hav & Mar. Travel dates: August 9, 2024 – August 11, 2024. The trip consists of round trip coach class air transportation for winner and winner's guest (from a major commercial airport near winner's residence); double-occupancy, standard hotel accommodations (one room) for two (2) nights; the dining experience at Hav & Mar; a meet and greet with the executive chef while at the restaurant; and \$500.00 (awarded in the form of a check, payable to winner). ARV: Up to \$4,400.00, depending on winner's point of departure.
- **One (1) Second Prize is available to be awarded.** The Second Prize consists of a trip for the winner and one (1) guest to Chicago, IL for a "Dig In Day 2024 Block Party". Travel dates: August 9, 2024 – August 11, 2024. The trip consists of round trip coach class air transportation for winner and winner's guest (from a major commercial airport near winner's residence); double-occupancy, standard hotel accommodations (one room) for two (2) nights; the "Pepsi Dig in Day Block Party" which consists of musical performances, food truck vending and small business vending; and \$500.00 (awarded in the form of a check, payable to winner). ARV: Up to \$4,100.00, depending on winner's point of departure.
- **One (1) Third Prize is available to be awarded.** The Third Prize consists of a trip for the winner and one (1) guest to New Orleans, LA for a curated food tour. Travel dates to be determined by Sponsor, in Sponsor's sole discretion at a date later than the publication of these Official Rules. The trip consists of round trip coach class air transportation for winner and winner's guest (from a major commercial airport near winner's residence); double-occupancy, standard, double-occupancy hotel accommodations (one room) for one (1) night; one (1) breakfast voucher for two (2) persons, one (1) lunch voucher for two (2) persons, and one (1) dinner voucher for two (2) persons at restaurants designated by Sponsor (altogether, the "food tour"); one (1) Eater Cookbook; one (1) curated collection of Eater merchandise (as determined by Sponsor and/or Eater, in their sole discretion); and one (1) Eater x Heritage Steel 10-piece cookware set. ARV: Up to \$4,999.00, depending on winner's point of departure.
- **One (1) Fourth Prize is available to be awarded.** The Fourth Prize consists of five (5) round-trip JetBlue Travel Certificates (subject to terms and conditions at <https://www.jetblue.com/help/travel-certificates>; also see this link for Black Out Dates which apply). See additional JetBlue Travel Certificate prize conditions below. Winner is responsible for booking flight(s) and all other travel arrangements related to redeeming this prize. ARV: Up to \$2,500.00.

Total ARV of all Entrant Prizes is up to \$28,599.00.

Prize Conditions (for Grand, First, Second, and Third Prizes): Ground transportation, upgrades, meals (unless otherwise stated above), gratuities, souvenirs, luggage fees, and all other expenses not specified herein are solely the winner's responsibility. Once the guest is selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Guests must be of age of majority based on the jurisdiction of where they reside and must complete and return a Liability/Travel Release prior to Sponsor's designated travel agency making travel arrangements. All travel and prize-related events are subject to availability, change and restrictions. Selection of hotel, airports and flights are at Sponsor's sole discretion. Selection of seating for any prize-related event is at Sponsor's sole discretion. If winner resides within 250 miles of the prize destination, the Sponsor will award \$200.00 (payable to winner in the form of a check) in lieu of air transportation. Winner will be required to provide a credit card prior to hotel check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Sponsor assumes no responsibility for canceled, delayed, suspended or

rescheduled prize-related events (including, but not limited to airline flights) or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations beyond its control. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Winner and guest must travel on the same itinerary. Sponsor is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the winner and/or their guest is, for any reason, not permitted to travel by the relevant airport authorities or misses a flight or other travel element or redeem any other prize element. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. government issued ID, Real ID or passport) required for travel within the United States. Winner will not receive compensation from Sponsor in the event of a prize-related event postponement or cancellation. Prize may be subject to additional terms and conditions, including but not limited to terms regarding the rescheduling or cancellation of a prize event. Winner and their guest may be required to produce government-issued identification prior to participating in a prize-related event. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip.

Additional Prize Conditions for Grand Prize: Ticket redemption may require a mobile ticketing app and is subject to terms and conditions as stated thereon and provided via such mobile ticketing platform. Winner may be required to provide a valid email address, download the applicable mobile ticketing app to their mobile device, and present tickets at stadium via mobile device. Data rates may apply. Winner is solely responsible for any such wireless or data charges associated with such use, including the downloading and use of mobile ticket app. WiFi is provided at the stadium. Winner and guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent NFL game/event/exhibition or for cash. Sponsor, Promotion Parties, the NFL Entities and/or venue operator reserve the right to remove or to deny entry to the winner or guest who engages in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game or otherwise violates the applicable fan code of conduct. NFL game tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture.

Additional Prize Conditions for Fourth Prize (JetBlue Travel Certificates): Each Travel Certificate is good for one-time use by one person in accordance with the travel restrictions identified on or in connection with the Certificate. All travel must be booked and flown within the specified validity dates. In the event that a Travel Certificate does not include dates of validity, the Certificate shall be good for travel booked and flown within one (1) year of the date of issuance. Redeemed travel is subject to availability, blackout dates, and capacity controls and seats may not be available on all flights. Flight schedules are subject to change without notice. Certificate is not valid for bookings in Mint unless indicated on the Travel Certificate. Certificate is not valid for bookings on partner airlines, code share or interline flights, or for use in connection with JetBlue Vacations packages, cruises and any other products or services. Certificate is transferable, once redeemed name changes are not permitted; however, at no time may it be purchased, sold, bartered, traded on an auction website or otherwise exchanged for value without prior written consent from JetBlue. Certificate cannot be partially redeemed, is not redeemable for cash, and has no cash value. Certificates for Mint may be redeemed for travel in JetBlue core but Certificates have no cash value and no difference in redemption value will be recognized or refunded. Customers are subject and entitled to all provisions of JetBlue's Contract of Carriage. See http://www.jetblue.com/p/jetblue_coc.pdf for details.

If traveling outside of the United States of America, Customers are responsible for any and all documentation requirements, including but not limited to, proof of citizenship and all applicable visa requirements. For travel to Cuba, each customer must comply with regulations administered by the United States Office of Foreign Assets Control (OFAC) and is solely responsible for ensuring that his or her trip is authorized under at least one of the OFAC approved license categories and for obtaining any applicable

visa. JetBlue is not responsible for a customer's failure to present or provide adequate travel documentation required by the applicable laws of the territories a customer is traveling to or from.

Government taxes and fees apply to travel booked using a Certificate, are the responsibility of the customer, and will vary based on route. For travel to Cuba, the fees payable will include Cuban government-required health insurance coverage provided by Asistur, the terms and conditions of which can be accessed from the [ESICUBA website](#). Government taxes/fees are subject to change as required by law. Customer must pay all applicable taxes and fees using a major credit card at the time of booking. To view more information regarding applicable taxes and fees, see <http://www.jetblue.com/legal/taxes/>.

Two checked bags are included subject to size and weight limits. Additional bags may be added for a fee, if permitted. Customer is solely responsible for fees for any oversized, overweight or extra baggage and fees for products/services sold separately, such as Even More Space seats, pet fees, etc. To view baggage fees and other optional services and fees, see <http://www.jetblue.com/legal/fees/>. A Certificate may be redeemed only by clicking on the "Redeem Travel Certificate" link included on the Certificate. For further assistance call 1-855-337-9612, Monday – Friday 0900-1700 MST, and provide the certificate number included on the Certificate. Travel Certificates may not be redeemed at airport ticket counters or online at jetblue.com. The certificate number is required for redemption and cannot be replaced if lost or stolen (except as required by law), and JetBlue is not responsible for lost or stolen Travel Certificates or certificate numbers. Redeemed travel is not eligible for TrueBlue points. (TrueBlue is JetBlue's loyalty program.) JetBlue's change/cancel policies (including any applicable certain change/cancel fees) apply. If customer is a no-show for reserved flight or does not change/cancel prior to scheduled departure, customer will forfeit the Certificate(s) and all money associated with the reservation. Additional terms and restrictions apply. See <http://www.jetblue.com/legal/> for details.

Locally Owned Restaurant Prizes:

- **Five (5) Locally Owned Restaurant Prizes will be awarded (to the Nominees ranked #1* through #5),** consisting of the following from the Pepsi® Dig In brand team:
 - (a) Pepsi Dig In Day Programming Integration, including an on-stage moment for winner and VIP tickets to the Dig In Day Block Party, which offers preferred seating and two (2) complimentary beverage tickets in August 2024. Exact details including date, time and location will be determined, by Sponsor in its sole discretion, at a date later than the publication of these Official Rules.
 - (b) Priority enrollment to the Pepsi Dig In Black Restaurants Deliver Program;
 - (c) \$4,000.00 Yelp media credit (See below for "Media Credit Conditions").
 - (d) Digital amplification on EatOkra owned and operated channels;
 - (e) Amplification on Pepsi® Dig In owned and operated channels;
 - (f) Access to Mastercard Digital Doors Toolkit; and
 - (g) Square point-of-sale hardware (ARV: \$5,000.00) and \$5,000.00 of processing credits; this is a one-time reimbursement on sales processing fees up to \$5,000.00. Operator must convert to Square as their point of sale to take advantage of the hardware.

*The Locally Owned Restaurant ranked #1 only will also receive placement @ MGM Mandalay Bay or Luxor via the Pepsi® Dig In x MGM Restaurant Residency Program.

The ARV of each Locally Owned Restaurant Prize is up to \$14,000.00 each (media credit and Square hardware). No ARV is assigned to the other prize elements.

Media Credit Conditions: Winner must complete digital optimization program prior to the application of the Yelp media credits. The credit shall be applied as \$2,000/month for two (2) months. The applicable media credit must be used towards the creative development and digital media buys on Yelp for the Nominee winner with the approval and/or assistance of Sponsor and/or its agency(ies) who may provide creative direction with the use of existing artwork, logos and assets of the Nominee winner. The media credit may be awarded to a third-party, as selected by Sponsor, in Sponsor's sole discretion, who will

execute the agreed-upon media plan. **No individual or Nominee winner will receive a cash reward.**
NOTE: Sponsor cannot guarantee the effectiveness or ineffectiveness of any media plan.

6. WINNER NOTIFICATION:

For Entrants: The potential winners will be notified by the Administrator via email at the email address provided upon entry (“Notification”). The Notification will provide information regarding how to claim the prize. Prize must be claimed within forty-eight (48) hours or prize may be forfeited and awarded to an alternate winner. As part of the prize-claim process, the potential winners may be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release (altogether, the “Affidavit”) within forty-eight (48) hours beginning at the time in which the Affidavit was emailed to the potential winner. Failure to return all required documents within the allotted time may result in prize forfeiture and the awarding of the prize to an alternate winner. If (a) a Notification or prize is returned as undeliverable; (b) a potential winner does not properly claim their prize (as instructed within the Notification); or (c) a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited and awarded to an alternate winner, in Sponsor’s sole discretion.

For Locally Owned Restaurant Nominees: The potential Nominee winners will be notified by email or phone by the Administrator or a PepsiCo representative (also a “Notification”). The Nominee must respond to the Notification (as stated within the email or phone call) within forty-eight (48) hours or prize may be forfeited and awarded to an alternate Nominee. As part of the prize-claim process, the potential Locally Owned Restaurant Prize recipients may be required to complete, sign and return an IRS Form W-9 (including their EIN number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release (altogether, the “Affidavit”) within forty-eight (48) hours beginning at the time in which the Affidavit was emailed to the potential Nominee winner. Failure to return all required documents within the allotted time may result in prize forfeiture and the awarding of the prize to an alternate winner. If (a) a Notification or prize is returned as undeliverable; (b) a potential Nominee winner does not properly claim their prize (as instructed within the Notification); or (c) a potential Nominee winner cannot be verified; or (d) is otherwise unable to accept the prize as stated, prize may be forfeited and awarded to an alternate Nominee, in Sponsor’s sole discretion.

For all prizes: Upon forfeiture of a prize, for any reason as stated within these Official Rules, no compensation will be given. Additional information regarding the delivery timing of the prize elements will be disclosed to winners once confirmed.

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. Void where prohibited. The potential winners 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. No substitution of prize is offered, no transfer of prize to a third party is permitted and a non-cash prize may not be redeemed for cash value, except as determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion thereof becomes unavailable. Any unclaimed prize will not be awarded.

As a condition of participating in this Promotion, including the acceptance of a prize, Entrants and Nominees agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will Entrants or Nominees be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys’ fees, other than Entrants’/Nominees’ actual out-of-pocket expenses (e.g. costs associated with participating), and Entrants and Nominees further waive all rights to have damages multiplied or increased. Prize recipients will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Entrant winners will be required to give their Social Security Number to Sponsor and Administrator as a condition of receiving the prize and will receive an IRS Form 1099 for the stated value of their prize. Nominee winners will be required to give their Employer Identification Number to Sponsor and Administrator as a

condition of receiving the prize and will receive an IRS Form 1099 for the stated value of their prize. Any portion of a prize not accepted or used by winner for any reason will be forfeited. Any difference between stated value and actual value will not be awarded.

8. CONDUCT: By participating in this Promotion, Entrants and Nominees 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 and Administrator reserve the right, in their sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Promotion or Web Site; or to be acting in any manner to be in violation of the Official Rules; or to be acting in any manner 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, DESTROY, TAMPER OR VANDALIZE THE 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 (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: The Released Parties assume no responsibility or liability for (a) any incorrect or inaccurate Entrant or Nominee information submitted by Entrant or Nominee, 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, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of any network or wireless service or Web Site; (e) suspended or discontinued Internet or wireless service; (f) any injury or damage to Entrants', Nominees' or to any other person's computer, mobile device or property which may be related to or resulting from any attempt to participate in the Promotion or download of any materials in the Promotion; (g) any suspended or discontinued Internet or wireless service or a change in a potential winner's email address which may result in a potential winner not receiving a prize notification; or (h) any undelivered or unanswered emails, including without limitation, emails that are not received because of a potential winner's privacy or spam filter settings which may divert any Promotion email, including the Notification, to a spam or junk folder. 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, including but not limited to Acts of God, pandemics, epidemics, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then Sponsor reserves the right, at their sole discretion, to cancel, terminate, modify or suspend the Promotion in whole or in part. In such event, Sponsor reserves the right to award the prizes 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 Entrant or Nominee in connection with the Promotion. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Promotion. Sponsor and Administrator reserve the right, in their sole discretion, to disqualify any Entrant and Nominee (and all associated entries) from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the Entrant tampers with the entry process or if their fraud or misconduct affects the integrity of this Promotion. Sponsor reserves the right to correct errors in promotional materials. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR RELEASED PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

10. RELEASE OF LIABILITY: All Entrants and Nominees, as a condition of participation, agree to release the Released Parties, Instagram Inc., and Meta from and against any and all liability, claims or actions of any kind whatsoever for injuries, illnesses, damages or losses to persons and property, including bodily injury or death, which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Promotion, the receipt, ownership or use or misuse of any prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize. Prize recipients shall bear all risk of loss or damage to their prize and/or prize documentation after it has been delivered. Except where prohibited by law, winner grants to Sponsor and its agents reserve the right to print, publish, broadcast and use their name, voice, statement, picture or other likeness for public relations, advertising and promotional purposes as may be determined by Sponsor, in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law.

Sponsor's use of your personal information is subject to the privacy policy located at contact.pepsico.com/pepsi/privacy-policy. Any communication between Entrant or Nominee and Sponsor or Administrator regarding this Promotion (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names (Entrant and Nominee winners) may be included in a publicly available winner's list.

11. WINNER'S LIST: For the names of the Entrant and Nominee winners, send a self-addressed, stamped envelope by June 28, 2024 to: 2024 Pepsi Dig In Royalty Promotion Winner's List, PO Box 130, c/o GSE, Dept. 24-8107-02B, Glencoe, MN 55336-0130.

12. SPONSOR: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.

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Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Meta or Instagram. Any questions, comments or complaints regarding this Sweepstakes shall be directed to the Sponsor and not to Meta or Instagram.