

THIS SWEEPSTAKES 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.

**PEPSI® DIG IN RESTAURANT ROYALTY EVOLUTION SWEEPSTAKES (“SWEEPSTAKES”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. INTERNET ACCESS REQUIRED. DATA RATES MAY APPLY IF ENTERING VIA A MOBILE DEVICE. MULTIPLE ENTRY DEADLINES APPLY.

1. SWEEPSTAKES PERIOD: The Sweepstakes begins on September 12, 2024 at 12:00:00 p.m. Eastern Time (“ET”) and ends on December 12, 2024 at 11:59:59 p.m. ET (“Sweepstakes Period”). The Sweepstakes Period consists of three (3) entry periods (each an “Entry Period”) as outlined in the table below. Each Entry Period begins on the Start Date listed in the table below at 12:00:00 a.m. ET (except Entry Period 1 which begins at 12:00:00 p.m. ET) and ends on the End Date listed in the table below at 11:59:59 p.m. ET. The time clock of the Sweepstakes Administrator’s (defined below) computer is the official timekeeping device for the Sweepstakes.

Entry Period	Start Date	End Date	Drawing Date
1	09/12/24	10/11/24	10/14/24
2	10/12/24	11/11/24	11/12/24
3	11/12/24	12/12/24	12/13/24

2. HOW TO ENTER: During the Sweepstakes Period, visit diginshowlove.com (the “Website”) and follow the online instructions to complete and submit the entry form, to include your nomination of your favorite locally-owned restaurant that supports the Black community, to receive one (1) entry into the Sweepstakes. Entries are valid for the Entry Period in which they were received and will not carry forward to subsequent Entry Period Drawings (defined below).

Limit one (1) entry per person/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 will 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 Sweepstakes 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 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/or 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 one (1) entry per day, such person will be disqualified and any prize won, shall be forfeited.

3. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents residing in one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older (nineteen (19) or older if a resident of Alabama or Nebraska) at the time of entry. The following persons are not eligible to participate or win: employees, contractors, directors, and officers of PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, Genesco Sports Enterprises, Inc. (“Administrator”), each of their respective parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this

Sweepstakes (collectively, "Promotion Parties"), and the 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). No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members.

4. RANDOM DRAWINGS: For each Entry Period, one (1) potential winner will be selected in a random drawing on or about each Drawing Date listed in Section 1 from among all eligible entries received for the corresponding Entry Period (each an "Entry Period Drawing"). All random drawings will be conducted by the Administrator, whose decisions are final. Odds of winning a prize depend on the number of eligible entries received for a given drawing. Limit one (1) prize per person/household.

5. PRIZE DETAILS: Three (3) prizes are available to be awarded (one (1) per Entry Period): Each prize is \$2,000.00 (awarded in the form of a check, payable to winner). Total value of all prizes is \$6,000.00.

6. WINNER NOTIFICATION: The potential winners will be notified by the Administrator via email at the email address provided upon entry ("Notification") within three (3) business days of the applicable random drawing. The Notification will provide information regarding how to claim a prize. Prizes must be claimed within seventy-two (72) hours of Notification or prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. As part of the prize-claim process, each potential winner will also 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 within seventy-two (72) hours. Failure to claim prize and/or return all required documents within the allotted time may result in prize forfeiture and the awarding of the prize to an alternate winner, as determined by Sponsor, in Sponsor's sole discretion. Sponsor is not responsible for any change of an entrant's mailing address, email address, or telephone number of entrants. If (a) a prize is not claimed within the allotted time as stated herein; (b) a Notification or prize is returned as undeliverable; (c) a potential winner does not properly claim their prize (as instructed within the Notification); (c) a potential winner does not return required documents in the time stated above; or (d) 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. Upon forfeiture of a prize, for any reason as stated within these Official Rules, no compensation will be given. Prizes will be mailed within eight (8) weeks of winner verification.

7. GENERAL: The Sweepstakes 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. 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 a 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 becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in the Sweepstakes, entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with the Sweepstakes, 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 be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrants' actual out-of-pocket expenses (e.g. costs associated with participating), and entrants further waive all rights to have damages multiplied or increased. Winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. The winners will be required to give their social security number to Sponsor or 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 the Sweepstakes, entrants 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, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or the Website; or to be acting in any manner deemed to be in violation of the Official Rules; or to be acting in any manner deemed 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 WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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: Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information submitted by entrant, 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 the 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, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service or the Website, or combination thereof; (e) suspended or discontinued Internet or wireless service; (f) any injury or damage to entrants or to any other person's computer, mobile device, desktop device or property which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes; (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 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 Sweepstakes email, including any winner Notification email, to a spam or junk folder. 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, 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 the 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 reserves the right to award any remaining 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 in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor and Administrator reserve the right, in their sole discretion, to disqualify any entrant (and all their entries) from the Sweepstakes 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 the Sweepstakes. 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'S OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.**

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, agree to release Sponsor, Promotion Parties, Instagram, Inc., Meta and each of their respective parents, affiliates, officers, directors, employees, agents, licensors and assigns from and against any and all liability, claims or actions

of any kind whatsoever for injuries, damages or losses to persons and property, including bodily injury and death, which may be sustained in connection with using the Website, submitting an entry or otherwise participating in any aspect of the Sweepstakes, 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. Winners shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, winners grant to Sponsor, and its designees, the right to print, publish, broadcast and use winner's 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 and Administrator, Sponsor or its agencies regarding the Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly-available winners' list.

11. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope by January 17, 2025 to: Pepsi Dig In Restaurant Royalty Evolution Sweepstakes Winners' List, PO Box 130, c/o GSE, Dept. 24-8107-02F, Glencoe, MN 55336-0130.

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

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