

**2020 PEPSI® “GEAR UP FOR GAME DAY” SWEEPSTAKES (“PROMOTION”)
OFFICIAL RULES**

NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET REQUIRED. MESSAGE AND DATA RATES MAY APPLY. VOID WHERE PROHIBITED.

1. PROMOTION PERIOD: The Promotion begins at 9:00:00 a.m. Eastern Time (“ET”) on September 7, 2020 and ends at 11:59:59 p.m. ET on October 31, 2020 (“Promotion Period”).

2. HOW TO PARTICIPATE: During the Promotion Period, you can play via online for free by visiting www.gearupforgameday.com/nfl (“Website”) and follow the on-screen – registration instructions. Once you have provided the required information click “ENTER” to submit a Game Play and see if you are an instant winner. All Game Plays must be submitted during the Promotion Period by 11:59:59 p.m. ET on 10/31/2020. Data rates may apply if participating via a mobile device.

Limit one (1) Game Play per person, per email address, per household per day during the Promotion Period, regardless of method of participation. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET. The time clock of the Promotion administrator is the official clock for this Promotion.

By registering and submitting a Game Play, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and its appointed agents, 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. To notify Sponsor of any changes in address, email address or phone number, email PSG at prizes@enterpromo.com and provide the new information. Include Gear Up For Game Day Division Changes in the subject line. 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.

3. ELIGIBILITY: Open only to individuals who are legal residents of the United States, residing in AL, AR, FL, GA, IL, IN, KY, LA, MD, MS, NC, OH, SC, TN, VA, WV or the District of Columbia who are eighteen (18) years of age or older (19 or older in AL) at

the time of registration. Employees, contractors, directors, and officers of PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, Pepsi Beverages Company, Promotion Security Group, participating retailers 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”) the NFL Entities (as defined below) 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.

4. INSTANT WIN PRIZES:

The following prizes (each a “Prize”) will be awarded randomly and in no particular order.

Prize Description	# Available	Actual Retail Value (ARV)
NFLshop.com Gift Card	50	\$500
NFLshop.com Gift Card	200	\$50

Sponsor, Promotion Parties and the NFL Entities (a) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty. Prizes are not transferable, assignable or redeemable for cash.

5. WINNER SELECTION, VERIFICATION AND ODDS: Two hundred fifty (250) prizes will be available to be won. Prizes are redeemable only on the valid link provided at the time of Instant Prize Notification. In the event that the potential winner does not click on the valid link to claim his/her prize, his/her prize will be forfeited, and no compensation will be given.

FAILURE TO CLAIM THE PRIZE AND IMMEDIATELY COMPLETE THE WINNER VALIDATION FORM WILL RESULT IN PRIZE FORFEITURE. Limit one (1) Prize per person, household, street address, and/or email address.

Potential instant win prize winners may be required to sign and return, where legal, an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, 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. Upon forfeiture of any Prize, no compensation will be given.

Odds of winning: Prizes will be awarded based on a computer-generated formula. Odds of winning any prize depend on the number of valid Game Plays and number of prizes remaining in the Promotion at the time of Game Play.

6. SECOND CHANCE DRAWING: A second chance drawing will be held on or about 11/02/20 for any unclaimed prizes. 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 remaining eligible non-winning Game Plays received throughout the Promotion Period. Limit one (1) 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.

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.gearupforgameday.com/nfl 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, Promotion Parties and the NFL Entities 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. 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, NFL Players Association, NFL Players Incorporated 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 prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way. 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 release Sponsor, Promotion Parties and the NFL Entities 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: Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. Prizes will only be delivered to street addresses located within AL, AR, FL, GA, IL, IN, KY, LA, MD, MS, NC, OH, SC, TN, VA, WV or the District of Columbia.

If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated plays, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Game Play process and to cancel, terminate, modify, or suspend the Promotion and Sponsor assume no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or Game Play to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to participant's or any other person's mobile device or computer related to, or resulting from, participation or downloading of any materials in the Promotion.

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.

Antifraud detection devices may be used for verification purposes. 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, PROMOTION PARTIES OR NFL ENTITIES 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 12/03/2020 to **Pepsi Gear Up For The Season Sweepstakes** Winners List c/o PSG, PO Box 941459, Maitland, FL 32794-1459.

13. SPONSOR: Pepsi-Cola Company, W. Sand Lake Rd., #230, Orlando, FL 32819.

Pepsi is a registered trademark of PepsiCo, Inc.

NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED. Participation is subject to complete Official Rules at gearupforgameday/nfl. To play, visit gearupforgameday.com/nfl ("Website") and follow the online instructions for submitting a play. Open to legal residents of the U.S. residing in AL, FL, GA, KY, LA, MD, NC, SC, TN, VA, WV or the District of Columbia who are 18 or older (19 or older in AL) at the time of registration. Promotion begins at 12:00:00 a.m. ET on 9/7/2020 and ends at 11:59:59 p.m. ET on 10/31/2020. Odds of winning an Instant Win Prize will depend on the number of valid Game Plays, number of prizes remaining in the Promotion at the time of Game Play and the number of days remaining in the Promotion Period. Message and Data rates may apply if using a mobile device to play. See Website for prizing details and deadlines. Void where prohibited. Sponsored by Pepsi-Cola Company, 7380 W. Sand Lake Rd., #230, Orlando, FL 32819. The NFL Entities (as defined in the Official Rules) have not offered or sponsored this Sweepstakes in any way.