

**NITRO PEPSI® SWEEPSTAKES
ROUND 2**

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN AN AREA SERVICED BY UPS (“FULFILLMENT PARTNER”) IN THE UNITED STATES OF AMERICA AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR, ADMINISTRATOR, AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1) Sweepstakes Entry Period: The Nitro Pepsi Sweepstakes Round 2 (the “Sweepstakes”) begins at approximately 12:00:00 PM ET on November 30, 2022 and ends at 11:59:59 PM ET on December 4, 2022 (the “Sweepstakes Entry Period”). At approximately 12:00:00 PM ET on November 30, 2022, the beginning of the Sweepstakes Entry Period, Sponsor will post a call to action from the @Pepsi Twitter, @Pepsi Instagram, and the @Pepsi TikTok handles directing users to visit <https://nitro.prod.fooji.com/> (the “CTA Post”). As soon as the CTA Post is issued, eligible entrants may participate in the Sweepstakes as provided herein.

2) Eligibility: To be eligible to receive a Prize, entrants must, at the time of entry, meet all of the following requirements: (i) be legal residents of United States (“Territory”) excluding Florida and New York; and (ii) be 18 years of age or older and the age of majority in the entrant’s jurisdiction as of the date and time of participation (each, a “Participant(s)”). If you are not already a registered user of Twitter, Instagram, or TikTok, it is free to join. Employees, officers, directors and agents of Pepsi-Cola Company (“Sponsor”), Fooji, Inc. (“Fooji,” “Fulfillment Partner,” or “Administrator”), any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and their respective bottlers, parents, subsidiaries, affiliated companies, and divisions (collectively, the “Sweepstakes Entities”) and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Sweepstakes. Void outside the Territory and where prohibited or restricted by law.

3) Sponsor: The Sponsor of the Sweepstakes is Pepsi-Cola Company located at 700 Anderson Hill Road, Purchase, NY 10577. **Administrator:** The Administrator of the Sweepstakes is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507.

4) How To Participate in the Sweepstakes:

- I. After the CTA Post is made on Twitter, during the Sweepstakes Entry Period, to participate, click the link to <https://nitro.prod.fooji.com/> posted by @Pepsi that directs you to the online registration form. You must fully complete the registration form by providing your name, physical address, email address, and phone number and submit to Fooji a completed registration form for its receipt to receive one (1) entry into the Sweepstakes.
- II. After the CTA Post is made on TikTok, during the Sweepstakes Entry Period, to participate, click the link to <https://nitro.prod.fooji.com/> posted by @Pepsi that directs you to the online registration form. You must fully complete the registration form by providing your name, physical address, email address, and phone number and submit to Fooji a completed registration form for its receipt to receive one (1) entry into the Sweepstakes.
- III. After the CTA Post is made on Instagram, during the Sweepstakes Entry Period, to participate, click the link to <https://nitro.prod.fooji.com/> posted by @Pepsi that directs you to the online registration form. You must fully complete the registration form by providing your name, physical address, email address, and phone number and submit to Fooji a completed registration form for its receipt to receive one (1) entry into the Sweepstakes.

Limit one (1) entry per person/email address. A maximum of one (1) Prize may be awarded per person, per Twitter account, per Instagram account, per TikTok account, and per delivery address in connection with the Sweepstakes. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each registration form entry (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of registration forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Twitter, Inc., Meta Platforms, Inc., or TikTok.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions.

5) Prizes: There are three thousand, one hundred and forty-three (3,143) prizes available to be awarded in the Sweepstakes. Verified prize winners will each receive one (1) 12-pack of Nitro Pepsi. All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the prize winner. Prize is nontransferable and may not be substituted or redeemed for cash by prize winner. No more than the stated number of Prizes will be awarded. Sponsor reserves the right to substitute the Prize for one of equal or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. Actual retail value of the Prize(s) may vary, including variations based on the Participants' location. Approximate retail value of each Prize is \$21.00. Total ARV of all Prizes available in this Sweepstakes: \$66,003.00.

6) Winner Selection: Odds of winning a Prize in this Sweepstakes depend on the number of Participants. Fooji will be the official time keeping device for the Sweepstakes and all decisions by the Administrator regarding the timing of entries and the order in which they are received will be final and binding. Subject to compliance with these Official Rules, entries will be accepted throughout the Sweepstakes Entry Period. Participants are limited to one entry during the Sweepstakes Entry period. On or about December 5, 2022, Administrator will select three thousand, one hundred and forty-three (3,143) random eligible and verified Participants who submitted the required online form during the Sweepstakes Entry Period in a random drawing as potential Prize winners. If you are chosen as a Potential Prize winner, you will receive a winning notification via email indicating that you are a potential prize winner. Participants selected as winners are limited to one (1) Prize per person, per Twitter/Instagram/TikTok account, and per delivery address during the Sweepstakes Entry Period. Prizes will be facilitated through Fooji's system. Local merchants that participate in the Fulfillment Partner network may provide fulfillment and delivery of the Prize(s). Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. AS SET FORTH ABOVE, YOU MUST RESIDE IN A LOCATION SERVICED BY FULFILLMENT PARTNER IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES AND WIN A PRIZE. Prize(s) will be awarded and delivered only to addresses within the United States that are serviced by Fulfillment Partner. Verified Prize winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s) and may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor and/or Administrator, as applicable, with a valid social security number if requested for tax reporting purposes. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the winners. Sponsor and/or Administrator are not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's or Administrator's control, as applicable. Potential winners are subject to verification and may be required to sign and return to Sponsor and/or Administrator, as applicable, for its/their receipt within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor and/or Administrator by the due date indicated in the notification message. If any required documents are not timely received by Sponsor or Administrator, as applicable, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited.

Any request related to lost, mutilated, missing, unclaimed or stolen Prize(s) must be received within 14 days of notification of winning or will be ignored.

7) General Rules / Limitations of Liability: By participating in the Sweepstakes, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Sweepstakes constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review. Participants agree that Fooji or the Fulfillment Partner may send the notice to the telephone number the Participant provides during the registration process, and Participants understand notifications will be sent using automatic dialing technology. Participants understand that they are not required to agree to receive such messages as a condition of participation. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor, Administrator, and the other Sweepstakes Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this 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, software or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Twitter/Instagram/TikTok platforms or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. The Sponsor, Administrator, and other Sweepstakes Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor and Administrator each reserve the right at each of their sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Sweepstakes; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor and Administrator each reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitter/Instagram/TikTok platforms that are not acceptable to Sponsor or Administrator, or any other causes beyond the control of the Sponsor or Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of the

Sweepstakes, then the Sponsor and Administrator each reserve the right in their sole discretion to cancel, modify, suspend or terminate the Sweepstakes in whole or in part. In the event Administrator experiences a technical failure during admission of the Sweepstakes that causes the Sweepstakes to be suspended, Administrator shall select a winner(s) by random drawing from all valid entries received up to the point of the technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, AND OTHER SWEEPSTAKES 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: PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE-RELATED OR SWEEPSTAKES-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE SWEEPSTAKES. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR, ADMINISTRATOR, AND THE OTHER SWEEPSTAKES ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).**

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Sweepstakes Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Sweepstakes Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Sweepstakes Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike

(whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE SWEEPSTAKES ENTITIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

8) Food Allergy Notice: By entering the Sweepstakes, each Participant acknowledges and agrees that any food-related Prize(s) offered in the Sweepstakes may contain milk, eggs, wheat, soybean, peanuts, and tree nuts. Participants agree that the Sweepstakes Entities will have no liability whatsoever to, and will be released and held harmless by, the Participants for any and all food allergy-related complications that may result from exposure to food-related Prize(s) offered in this Sweepstakes or otherwise ordered through Fooji.

9) Privacy Policy: By entering the Sweepstakes, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Sponsor’s privacy policy posted at <http://policy.pepsi.com/privacy.htm>.

10) Governing Law / Disputes/ Arbitration: Except where prohibited by law, as a condition of participating in this Sweepstakes, each Participant agrees that (1) any and all disputes and causes of action arising out of or connected with these Sweepstakes, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Participant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant, Sponsor, and Administrator in connection with the Sweepstakes, shall be governed by, and construed in

accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

11) Severability: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

12) Winners List: For a winners' list, no later than 60 days after the close of the Sweepstakes, send an email request with the name of the Sweepstakes to hello@fooji.com or mail your request together with a self-addressed stamped envelope to Nitro Pepsi Sweepstakes Winner's List to Administrator at the address noted in Section 3 above.

13) Questions? If you have any questions, you may contact us at help@fooji.com.