

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

**LIFEWTR® 100 DAYS INSTANT-WIN GAME AND SWEEPSTAKES  
("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 PARTICIPATING VIA A MOBILE DEVICE.**

**Participants must have a PayPal Account (a "Service Provider Account"), provided by PayPal, Inc., in good standing in order to claim an Instant-Win Prize. PayPal, Inc. is not a sponsor of or responsible for this Promotion.**

- 1. ELIGIBILITY:** The Promotion is open only to legal U.S. residents residing in one of the fifty (50) United States or the District of Columbia who are who are eighteen (18) years of age or older (19 or older if a resident of Alabama or Nebraska) at the time of participation. 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, Propac Agency ("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 Promotion (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 Promotion).
- 2. PROMOTION PERIOD:** The Promotion begins at 12:00:00 p.m. (noon) Central Time ("CT") on April 1, 2022 and ends at 11:59:59 p.m. CT on July 9, 2022 ("Promotion Period"). The Administrator's computer is the official time-keeping device of the Promotion.
- 3. HOW TO PARTICIPATE:** During the Promotion Period, visit [www.lifewtr100days.com](http://www.lifewtr100days.com) ("Website")\* and follow the online instructions to create an account ("Promotion Account"). By registering for the Promotion, you are (a) opting in to receive communications relating to the Promotion and (b) confirming you have read and agree to be bound by these Official Rules by placing a checkmark in the box provided. **Limit one (1) Promotion Account per person.**

Next, follow the on-screen instructions to properly submit an online play ("Play") in the "Instant-Win Game" to determine if you have won an Instant-Win Prize (subject to verification). For each Play, you will receive one (1) entry into the random drawing for a chance to win the Grand Prize. See Sections 4 and 5 for details regarding winner selection and

Section 6 for prize details. All Plays must be properly received and recorded within the Promotion Period in order to be eligible to win a prize.

\*Participants may also access the Website by scanning a code found on displays advertising the Sweepstakes. A participant cannot participate solely by scanning the code. Participants 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. Participants 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 scanner 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.

**Limit one (1) Play per person/email address/Promotion Account per day.** A "day" is defined as each twenty-four (24) hour time period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT of the same day with the exception of the first day of the Promotion Period which is defined as beginning at 12:00:00 p.m. CT and ending at 11:59:59 p.m. CT of the same day.

If submitting a Play via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable changes. You are solely responsible for any such wireless charges. Not all wireless carriers participate. Mobile entry is not required to submit a Play or win a prize in this Promotion.

All participants must have a valid email address. Multiple participants may not share the same email address. Multiple participants may not share the same Service Provider Account. The name of the person submitting a Play into the Promotion must be the name of the authorized account holder of the email address associated with the Promotion Account used to submit a Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address associated with the Promotion Account used to participate. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account.

Proof of delivery or receipt of a Play will not be deemed by the Sponsor as proof of submitting a Play into this Promotion. Each Play must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from such scripts, macros, bots, sweepstakes services or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses for the purpose of submitting more than the stated number of Plays is prohibited and such persons will be disqualified and all of their Plays (and corresponding entries into the Grand Prize Drawing) shall be deemed invalid and any prize won shall be forfeited.

**4. INSTANT-WIN GAME – POTENTIAL INSTANT-WIN PRIZE WINNER**

**SELECTION:** Randomly-selected times, during the Promotion Period, will be chosen by the Administrator, and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by Administrator's computer at or immediately after a randomly-selected time) will win an Instant-Win Prize (subject to verification and prize limits set forth in Section 6). Instant-Win Prizes shall be randomly seeded at a rate of three (3) per day. If your computer screen or mobile device displays a prize-winning message, you are a potential winner of an Instant-Win Prize (subject to verification and prize limits set forth in Section 6). If your computer screen or mobile device displays a non-winning prize message, you are not a winner of an Instant-Win Prize. Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received per day.

ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT-WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SCREEN SHOTS ARE NOT PROOF OF WINNING STATUS.

**5. RANDOM DRAWING - POTENTIAL GRAND PRIZE WINNER SELECTION:**

One (1) potential Grand Prize winner will be selected in a random drawing on or about July 11, 2022 from among all eligible entries received. The random drawing will be conducted by the Administrator, whose decisions are final in all matters relating to this Promotion. Odds of winning the Grand Prize 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 sweepstakes.

**6. PRIZE DETAILS:**

**Grand Prize – Awarded via random drawing.**

**Grand Prize (1):** Trip for winner and winner's one (1) guest to Napa, California. Trip consists of round-trip coach air transportation for winner and winner's one (1) guest from a major gateway airport nearest winner's residence to a major gateway airport near Napa, California; one (1) standard double-occupancy hotel room for three (3) nights; and \$500.00 awarded in the form of a check payable to winner or in the form of a prepaid gift card (subject to terms and conditions as set by issuer). Approximate Retail Value ("ARV"): \$8,015.00, depending upon winner's point of travel origin and airfare fluctuations at the time of taking the trip.

**Additional terms for Grand Prize Winner:** Travel must be completed by December 31, 2022. Winner must give at least 30 days' notice prior to their requested departure date to Sponsor's designated travel agency. Blackout dates may apply. If winner resides within 250

miles of Napa, California, ground transportation may be substituted in lieu of air transportation at the sole discretion of Sponsor. If winner is unable or unwilling to travel by the date specified, the prize will be forfeited and may be awarded to an alternate winner. Travel and hotel is subject to availability and restrictions. Selection of airport, airline and hotel is at Sponsor's sole discretion. Ground transportation, upgrades, meals, gratuities, luggage fees, and all other expenses not specified herein are solely the winner's responsibility. 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. A minor may accompany the winner as the guest only if the winner is the minor's parent or legal guardian. The minor must be accompanied at all times during trip (including, but not limited to, in-flight and during the hotel stay and all prize-related events) by minor's parent or legal guardian who must be the winner. The guest (or his or her parent or legal guardian if guest is a minor) must complete and return a Liability/Travel Release prior to Sponsor's designated travel agency making travel arrangements. Winner and guest must travel on same itinerary.

Winner and guest must have all necessary identification and/or travel documents (e.g. a valid U.S. driver's license) required for travel within the United States. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled air transportation, ground transportation or events beyond its control, and all prize details are subject to availability. 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 are responsible for obtaining travel insurance (and all other forms of insurance), at their option, and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets will not be replaced or exchanged. 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 his or her guest are for any reason not permitted to travel by the relevant airport authorities or misses a flight. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip.

Winner and guest irrevocably waive all claims against the Sponsor, and agree that the Sponsor will have no liability or responsibility for any claim arising in connection with participation in this Promotion, the prizes awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of participant's participation in the Promotion and related activities (e.g., travel), wherever, whenever or however the same may occur. Winner and guest acknowledge and agree that the prize, including the use thereof, may be subject to applicable governmental restrictions that may affect the use of some or the entire prize. Prize winner must abide by all applicable federal, state, local guidelines while traveling. Winner and guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols that will be implemented from time to time by

Promotion Parties (collectively, the “Protocols”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

**Instant-Win Prizes – Awarded via the Instant-Win Game.**

**Instant-Win Prizes (300 total; 3 per day for each day of the Promotion Period):** Each Instant-Win Prize consists of \$100.00 which will be transferred to the Service Provider Account linked to the winner’s Promotion Account upon completion of the verification process. See Section 11 for additional details. Instant-Win Prize Value: \$100.00 each.

Total ARV of all prizes is \$38,015.00. **Limit one (1) Instant-Win Prize per person/email address/Promotion Account per Service Provider Account (as designated by participant for this Promotion) per day. A winner of an Instant-Win Prize is eligible to win the Grand Prize.** Winner must accept prize as stated by Sponsor or prize may be forfeited. Any difference between a stated prize value and actual prize value will not be awarded to winner.

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. 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 non-cash prizes 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 this Promotion, participants 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 participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys’ fees, other than participants’ actual out-of-pocket expenses (e.g. costs associated with participating), and participants further waive all rights to have damages multiplied or increased. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. The Grand Prize winner will be required to give their social security number to the Administrator as a condition of receiving the prize and will receive an IRS Form 1099 for the retail value of their 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. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner. 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, participants agree to be bound by these Official Rules and the decisions of the Sponsor and/or Administrator 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, at their sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; 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. **CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT 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:** Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information submitted by participant, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Plays 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 the Web Site; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to participants or to any person's computer or web-enabled 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. If, for any reason, the Promotion (or any prize) 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 and the Administrator reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Promotion in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at the Web Site and a random drawing will be held from among all eligible, non-suspect Plays/entries received prior to such time. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any participant (and all of their entries) from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the participant tampers with the entry process or if his or her 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'S OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

**10. DISCLAIMER:** No more than the stated number of prizes will be awarded. In the event that a programming, production, seeding or printing error or any other reason causes more than the stated number of prizes, as set forth in these Official Rules, to be available, awarded, and/or claimed, Sponsor reserves right to award only the stated number of prizes.

**11. WINNER VERIFICATION AND NOTIFICATION:** Sponsor and its agencies are not responsible for suspended or discontinued wireless or online service which may result in a potential winner not receiving a prize notification; nor is Sponsor responsible for any change in participant's email address or mailing address. In the case of an Instant-Win Prize winner, Sponsor is not responsible for any change in participant's Service Provider Account. If (a) an attempted prize notification or prize is returned as undeliverable, (b) a potential winner does not respond to the prize-claim instructions as stated within any prize-winning message associated with this Promotion, (c) any required documents are not returned within the required number of days, (d) a potential winner cannot be verified, or (e) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited, in Sponsor's sole discretion.

**Additional terms for Grand Prize Winner:** The potential Grand Prize winner will be notified by email and will be required to follow instructions within the notification within seven (7) days or the Grand Prize may be forfeited and awarded to an alternate winner. As part of the prize claim process, the Grand Prize winner will 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 ("Affidavit") within seven (7) days of prize notification as indicated on the Affidavit.

**Additional terms for the Instant-Win Prize Winners:** Participation and receipt of an Instant-Win Prize is subject to the Terms and Conditions of the PayPal user agreement ([www.paypal.com/us/webapps/mpp/ua/useragreement-full](http://www.paypal.com/us/webapps/mpp/ua/useragreement-full)). Instant-Win Prize winners must have or create a valid U.S. account with PayPal in good standing, in order to receive, access, and use an Instant-Win Prize. There is no cost to create a PayPal account. An Instant-Win Prize will not be awarded to a winner with a locked, closed or restricted Service Provider Account. Potential Instant-Win Prize winners will be required to provide the user credentials to link their Promotion Account (defined in Section 3) to their Service Provider Account. Limit one (1) Service Provider Account per Promotion Account. Participant will not be able to switch their Service Provider Account designation during the Promotion Period.

If a potential Instant-Win Prize winner does not have a Service Provider Account at the time of receiving an Instant-Win Prize winning message, he/she must follow the online instructions provided at the Web Site to create a Service Provider Account. The potential Instant-Win Prize winner will be required to provide their contact information, create a

password and link the newly-created Service Provider Account to their credit card or banking account. Failure to create a Service Provider Account immediately after receiving a prize-winning message will result in prize forfeiture.

**12. RELEASE OF LIABILITY:** All participants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, and PayPal, Inc. 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 submitting an Play 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. Each winner shall bear all risk of loss or damage to their prize and/or prize documentation after it has been delivered. Prizes are awarded “as is” with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer’s standard written warranty included in the prize packaging. Except where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, their name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor or Promotion Parties 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 <http://policy.pepsi.com/privacy.htm>. Any communication between participant and Sponsor or its agencies regarding this Promotion (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners’ names will be included in a publicly-available winners’ list.

**13. WINNERS’ LIST REQUEST:** For a list of winners, send a self-addressed, stamped envelope, to be received by August 9, 2022, to: LIFEWTR® 100 Days Promotion Winners’ List Request, PO Box 2334, Addison, TX 75001.

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

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