

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 (SEE SECTION 1 FOR ELIGIBILITY) AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**PEPSICO SOUTHEASTERN GROCERS HOMEGATING SWEEPSTAKES
("SWEEPSTAKES")
OFFICIAL RULES**

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

1. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents residing in Alabama, Georgia, Florida, Louisiana, Mississippi, North Carolina or South Carolina who are eighteen (18) years of age (nineteen [19] years of age if a resident of Alabama) or older at the time of entry. Void where prohibited. The following persons are not eligible to participate or win: Employees, contractors, directors and officers of PepsiCo, Inc., Pepsi Cola Company ("Sponsor"), Propac Agency ("Administrator"), and each of their respective parents, subsidiaries and affiliated companies, participating retailers, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Sponsor and 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 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).

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00:00 p.m. Central Time ("CT") on September 1, 2021 and ends at 11:59:59 p.m. CT on October 5, 2021 ("Sweepstakes Period"). The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

3. HOW TO ENTER: During the Sweepstakes Period, eligible individuals may enter by one of the following manners:

(a) Winn-Dixie Rewards Member/Winn-Dixie App:

Step 1: If you are already a Winn-Dixie rewards member; skip to Step 2. Otherwise, visit www.WinnDixie.com/rewards and follow the online instructions to sign up as a rewards member.

Step 2: Scan the code found on displays advertising the Sweepstakes at participating Winn-Dixie locations. You will be directed to the Winn-Dixie App ("App").

Step 3: Launch the App (if you already have it loaded on your mobile device). If you do not have the App loaded on your mobile device, you can download it for free by accessing the correct application for your mobile device and following the instructions. Use your mobile device with data plan to install and download the App.

Step 4: Look for the Sweepstakes mention, then click on the link to the Website (defined below) and follow the online instructions to register and submit the entry form to receive one (1) entry into the random drawing.

(b) Harveys Rewards Member/Harveys Supermarket App:

Step 1: If you are already a Harveys rewards member; skip to Step 2. Otherwise, visit <https://www.harveysupermarkets.com/rewards> and follow the online instructions to sign up as a rewards member.

Step 2: Scan the code found on displays advertising the Sweepstakes at participating Harveys Supermarket locations. You will be directed to the Harveys Supermarket App (“App”).

Step 3: Launch the App (if you already have it loaded on your mobile device). If you do not have the App loaded on your mobile device, you can download it for free by accessing the correct application for your mobile device and following the instructions. Use your mobile device with data plan to install and download the App.

Step 4: Look for the Sweepstakes mention, then click on the link to the Website (defined below) and follow the online instructions to register and submit the entry form to receive one (1) entry into the random drawing.

(c) Fresco y Más Member/ Fresco y Más Supermarket App:

Step 1: If you are already a Fresco y Más rewards member; skip to Step 2. Otherwise, visit <https://www.frescoymas.com/Rewards> and follow the online instructions to sign up as a rewards member.

Step 2: Scan the code found on displays advertising the Sweepstakes at participating Fresco y Más locations. You will be directed to the Fresco y Más App (“App”).

Step 3: Launch the App (if you already have it loaded on your mobile device). If you do not have the App loaded on your mobile device, you can download it for free by accessing the correct application for your mobile device and following the instructions. Use your mobile device with data plan to install and download the App.

Step 4: Look for the Sweepstakes mention, then click on the link to the Website (defined below) and follow the online instructions to register and submit the entry form to receive one (1) entry into the random drawing.

(d) Website: During the Sweepstakes Period, visit SEGPepsiCoFootballSweeps.com (“Website”) and follow the online instructions to register and submit the entry form to receive one (1) entry into the random drawing.

For entry methods (a), (b) and (c): The email address associated with your rewards membership must be the same email address associated with the App and your Sweepstakes entry. 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. If you do not have a code scanner on your phone, search for “reader” 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. Message and data rates may apply when downloading the code reader or App and/or entering the Sweepstakes via the one of the Apps as described above. Entrants are solely responsible for any such wireless charges associated with such use, including the downloading (if applicable) and use of the code reader and App. Check with your wireless service provider for details on these and any other applicable charges.

For all entry methods: If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data and message charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges. Mobile entry is not required to submit an entry or win a prize in this Sweepstakes.

See Section 4 for drawing details. **Limit one (1) entry per person/email address per day, regardless of entry method.** 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.

All entrants must have a valid email address. The name of the person submitting the entry into the Sweepstakes must be the name of 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 submission process. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such 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 these 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 and/or manipulated such information for the purpose of obtaining more than the stated number of entries or prizes, such person will be disqualified.

4. RANDOM DRAWING: Potential winners will be selected in a random drawing to be held on or about October 6, 2021 from among all eligible entries received by the Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning a prize depend on the number of eligible entries received. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) prize per household.

5. PRIZE DETAILS: Four (4) prizes will be awarded, each consisting of one (1) grill, two (2) bar stools, one (1) game console with game (as determined by Sponsor, in Sponsor's sole discretion), one (1) big screen TV, and a one (1) year's supply of Pepsi® awarded in the form of \$250.00 Southeastern Grocers Gift Card. Gift Card is subject to terms and conditions as set by issuer. Approximate Retail Value ("ARV") of each prize: \$2,761.11. Any difference between stated value and actual value will not be awarded.

Total ARV of all prizes: \$11,044.44.

6. GENERAL: This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. 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 any portion of the prize becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this 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 this 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. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Winners 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 will be forfeited. Any difference between stated value and actual value will not be awarded.

7. CONDUCT: By participating in this Sweepstakes, entrants 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 reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; 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 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.

8. LIMITATIONS OF LIABILITY: Sponsor, Promotion Parties, and NFL Entities 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 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 or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service or the App or Website; (e) suspended or discontinued Internet or wireless service; or (f) for any injury or damage to entrants or to any other person's computer or web-enabled device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes. 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 this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at the Website and a random drawing may be held from among all eligible, non-

suspect entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of their entries) from this 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 his/her fraud or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials.

9. WINNER NOTIFICATION: Each potential winner will be notified by email within one three (3) days of the drawing; the email which will contain instructions on how to claim the prize. Prize must be claimed within seven (7) days of email notification or prize may be forfeited, in Sponsor's sole discretion. Potential winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release ("Affidavit") with (where lawful) a publicity release within seven (7) days as indicated by the date on the Affidavit. Failure to return the Affidavit within the specified number of days may result in prize forfeiture. Sponsor and Promotion Parties are not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address, which may result in a potential winner not receiving a prize notification. If any prize notification or prize is returned as undeliverable, if a potential winner does not respond to the notification (as instructed within the notification email), if a potential winner does not return required documents within the allotted time period, if 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 selected via a random drawing from among all remaining entries. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to eligible entrants residing in an eligible state as stated in Section 1. Prizes will be shipped within eight (8) weeks of winner verification.

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, and NFL Entities from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with 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. 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, entrants grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, winner's 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.

Sponsor's use of your personal information is subject to the privacy policy located at <http://policy.pepsi.com/privacy.htm>. Any communication between entrant and Sponsor or its agencies regarding this 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 winner's list.

11. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope to be received by November 8, 2021 to: Pepsi Southeastern Grocers Homegating Sweepstakes Winner's List, PO Box 2334, Addison, TX 75001.

12. SPONSOR: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.

13. ADMINISTRATOR: Propac Agency, 6300 Communications Pkwy, Ste. 100, Plano, TX 75024.

14. THE NFL ENTITIES: The National Football League, their member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

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