

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 x CRACKER JACK® #PEPSISINGTOSCORE SWEEPSTAKES (“SWEEPSTAKES”)
OFFICIAL RULES**

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

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THE VIDEO (OR PORTION THEREOF) SUBMITTED AS AN ENTRY INTO THIS SWEEPSTAKES MAY BE USED FOR PROMOTIONAL PURPOSES.

1. SWEEPSTAKES PERIOD: The Sweepstakes begins on October 7, 2021 at 12:00:00 a.m. Eastern Time (“ET”) and ends on October 18, 2021 at 11:59:59 p.m. ET (“Sweepstakes Period”) and consists of three (3) entry periods as defined below. The time clock of the Administrator’s (“Administrator”) as defined in Section 3) computer is the official timekeeping device for this Sweepstakes.

Entry Period	Starts	Ends	Drawing Date
1	10/07/21, 12:00:00 a.m. ET	10/10/21, 11:59:59 p.m. ET	10/11/21
2	10/11/21, 12:00:00 a.m. ET	10/14/21, 11:59:59 p.m. ET	10/15/21
3	10/15/21, 12:00:00 a.m. ET	10/18/21, 11:59:59 p.m. ET	10/19/21

2. HOW TO ENTER: During the Sweepstakes Period, take video of yourself singing all or a portion of “Take Me Out to the Ballgame” but sing the word “Pepsi” instead of “Peanuts” (“...*buy me some Pepsi and Cracker Jacks*” ...) (the “Video”). Next, post your Video on your personal Twitter and/or TikTok account(s) as described below to receive one (1) entry into the random drawing corresponding to the Entry Period in which the Entry was received. An entrant is allowed to enter once via Twitter and once via TikTok, for a total of two Entries for the entire Sweepstakes Period.

- Your video must be a minimum of five (5) seconds long and no longer than twenty-five (25) seconds.
- The Hashtags **MUST** be included in order for your Entry to be valid. By using the Hashtags, entrants are consenting to receive direct messages via Twitter or TikTok (depending on entry method) if they are selected as potential winners.
- **Entries will not be judged.** Winners will be selected via random drawing.
- You acknowledge that your Video or a portion of your Video (as selected by Sponsor, in Sponsor’s sole discretion) may be used by Sponsor and may appear in a video compilation created for promotional purposes or such other promotional purposes as Sponsor may reasonably determine. By entering, you acknowledge that the Sponsor has no obligation to use or post any Entry you submit.

To enter via Twitter: During the Sweepstakes Period, tweet your Video with hashtags #PepsiSingToScore #Sweepstakes (“Hashtags”) (altogether, the “Entry”) on your personal Twitter account. Entrant must be a registered user of Twitter and follow Sponsor’s handle @Pepsi on twitter.com/pepsi. To create a free Twitter account, follow the onscreen instructions to register at <http://twitter.com>. To become a follower of @Pepsi, visit Twitter.com/pepsi and choose to follow. Entrant must follow @Pepsi on Twitter for the duration of the Sweepstakes. Your Twitter setting must be set to “unprotected” and “public” in order for your Entry to be viewable by Administrator and allow direct messages from anyone so that you may be contacted by Administrator if you are selected as a winner.

To enter via TikTok: During the Sweepstakes Period, post your Video with hashtags #PepsiSingToScore #Sweepstakes (“Hashtags”) (altogether, the “Entry”) on your personal TikTok account.

Entrant must have a valid TikTok account and follow Sponsor's handle @Pepsi on [TikTok.com/@pepsi](https://www.tiktok.com/@pepsi). If entrant does not have the TikTok application, entrant may download it for free through the applicable application store on entrant's computer or mobile device. Entrant must follow @Pepsi on TikTok for the duration of the Sweepstakes. To become a follower of @Pepsi, visit [TikTok.com/@pepsi](https://www.tiktok.com/@pepsi) and choose to follow. Additionally, your TikTok profile must be public and viewable by the Sponsor and its Administrator and allow direct messages from anyone so that you may be contacted by Administrator if you are selected as a winner.

Limit one (1) Entry per person per Twitter Account during the Sweepstakes Period. Limit one (1) Entry per person per TikTok Account during the Sweepstakes Period.

Each Entry submission must be manually key stroked 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 Twitter or TikTok accounts or IP addresses may be blocked. If it is discovered that an entrant used multiple Twitter or TikTok accounts or manipulated their contact information, for the purpose of obtaining more than the stated number of Entries, such persons will be disqualified and all Entries shall be deemed invalid and any prize awarded to them shall be forfeited.

Entry must comply with these Official Rules and The Twitter Rules found at <https://help.twitter.com/en/rules-and-policies/twitter-rules> if entering via Twitter. Entry must comply with these Official Rules and the TikTok's Terms of Use at <https://www.tiktok.com/en/terms-of-use> if entering via TikTok. In the event of a conflict between the Sweepstakes Official Rules and The Twitter Rules or TikTok's Terms of Use, the Sweepstakes Official Rules shall govern.

Any Entry or portion thereof that is, in the Sponsor's sole discretion, inconsistent with Sponsor's desired image, offensive, obscene, profane, lewd, defamatory, contains any proper names, third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand (other than Pepsi®, Cracker Jack® or Pepsi x Cracker Jack®) or other proprietary right of any entity or person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light), or is otherwise objectionable, will not be accepted as an Entry and may disqualify entrant from further participation in the Sweepstakes.

The person appearing in the Entry and submitting the Entry into the Sweepstakes must be the name of the authorized account holder of the Twitter or TikTok account used to enter, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized account holder of the Twitter or TikTok account used during the entry process. The potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such account.

If entering with 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 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.

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 (19 or older for Alabama and Nebraska residents) 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"), their respective subsidiary and affiliated companies, participating locations, 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).

4. **DRAWING:** Potential winners will be selected for each Entry Period 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”). Entries will carry forward to subsequent Entry Period Drawings. All random drawings will be conducted by the Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible Entries received for a given drawing. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) First Prize per person/household. Limit one (1) Grand Prize per person/household. A First Prize winner is eligible to win the Grand Prize.

5. **PRIZE DETAILS:**

Three (3) Grand Prizes will be awarded (one (1) per Entry Period), each consisting of a trip to one (1) game of the professional baseball championship series (“Game”). Game date to be determined by Sponsor, in Sponsor’s sole discretion, at a date later than the publication of these Official Rules. The trip consists of two (2) Game tickets; round-trip coach air transportation for winner and one (1) guest from a major airport nearest winner’s home to the destination city (to be determined); double-occupancy, standard hotel accommodations for one (1) night; \$250.00 (awarded in the form of a check, payable to winner); and one (1) Pepsi® themed collectible box, one (1) can of Pepsi x Cracker Jack®, and three (3) boxes of Cracker Jack®. See Grand Prize General Terms below. Approximate Retail Value (“ARV”) of each Grand Prize: \$6,316.00, depending on winner’s point of departure and destination airport.

Two thousand (2,000) First Prizes will be awarded (667 for Entry Period 1; 666 for Entry Periods 2 and 3), each consisting of one (1) can of Pepsi x Cracker Jack®, and three (3) boxes of Cracker Jack®. ARV of each First Prize: \$2.75 each.

Grand Prize General Terms: Ground transportation, upgrades, meals, gratuities, luggage fees, and all other expenses not specified herein are solely the winner’s responsibility. Additional information including Game date will be provided to winner at the time of notification. No alternative date will be provided. If winner is unwilling or unable to attend the Game on the date specified, they forfeit prize and Sponsor shall have no further obligation to such individual. Travel, accommodations, and Game are subject to availability and change. All travel and prize-related events subject to availability and restrictions. A minor child may accompany winner as a guest only if minor’s parent or legal guardian is the winner. Minor must be accompanied at all times during the Game by minor’s parent or legal guardian. The guest (or his/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. Once the guest is selected, he or she may not be substituted, except in Sponsor’s sole and absolute discretion. Selection of airport, airline and hotel is at Sponsor’s sole discretion. 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. Game is subject to availability, change, and cancellation. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled events (including, but not limited to airline flights and Game) or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations beyond its control. 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. 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 any delay. Sponsor is not responsible and will have no liability if the winner and/or guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. If winner resides within 250 miles of the destination city, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. 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. Seat locations at the Game shall be determined in the sole discretion of Sponsor. Game tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. All terms and conditions of the tickets apply. Tickets are not for resale and cannot be sold after awarded. Winner is responsible for any loss of prize or portion of

any prize after it has been delivered. Sponsor will not replace any lost or stolen portions of the prize. An unclaimed and/or unused prize element will remain the property of Sponsor. Winner and guest must abide by all applicable venue policies. Sponsor and Promotion Parties reserve the right to remove or to deny entry at Game to winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or behaves with the intent to annoy, abuse, threaten or harass any other person at the Game. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Winner must accept prize as stated by Sponsor or prize may be forfeited.

Total ARV of all prizes is \$24,448.00.

Additionally, each winner's video may be used by Sponsor and may appear in a video compilation created for promotional purposes or such other promotional purposes as Sponsor may reasonably determine, in its sole discretion. No value is associated with Sponsor's use of winner's video, winner will not be compensated for Sponsor's use of video, and Sponsor has no obligation to use winner's video.

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. 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 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. Grand Prize winners will be required to give their social security number to Administrator as a condition of receiving the prize and winner 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 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 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 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 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 social media platform associated with the Sweepstakes, network or wireless service or any combination thereof; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to entrants or to any other person's computer, mobile 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. 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 on @Pepsi on Twitter and @Pepsi on TikTok 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. 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.

9. WINNER NOTIFICATION:

For First Prize winners: Potential winners will be notified via direct message ("DM") through their Twitter or TikTok account (depending on entry method) and will be required to respond to the notification (as stated within the notification) within seventy-two (72) hours to provide their contact information, including their date of birth and valid email address to Administrator. Upon receipt of a valid email address, potential winners will then be notified by email containing instructions on how to claim their prize. The prize must be claimed within five (5) days of email notification or prize may be forfeited and awarded to an alternate winner.

For Grand Prize winners: Potential winners will be notified via direct message ("DM") through their Twitter or TikTok account (depending on entry method) and will be required to respond to the notification (as stated within the notification) within twenty-four (24) hours to provide their contact information, including their date of birth and valid email address to Administrator. Upon receipt of a valid email address, potential winners will then be notified by email containing instructions on how to claim their prize including the execution of an Affidavit of Eligibility/Liability Release ("Affidavit") with (where lawful) a publicity release which must be completed, signed and returned to Administrator within forty-eight (48) hours of such notification being sent. Failure to return the Affidavit within the specified time frame may result in prize forfeiture and an alternate winner may be selected (time permitting).

Sponsor and Promotion Parties are not responsible for suspended or discontinued Internet or wireless service or a change in winner's Twitter or TikTok account (as applicable) or email address, which may result in a potential winner not receiving 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), if a potential winner does not return required documents within the time period stated, if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited.

If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, such prize may not be re-awarded. Sponsor and Promotion Parties are not responsible for any undelivered emails or unanswered DM's, including without limitation, emails or DM's that are not received because of a winner's privacy or

spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. First Prizes will be shipped within six (6) to eight (8) weeks of winner verification.

By accepting a prize, each winner agrees that his or her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to the Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Each winner hereby waives in favor of the Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to his or her Entry. The Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of the Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by the Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should the Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of the Sponsor’s rights and the Sponsor may at a later time request the assignment.

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, Twitter, Inc., and TikTok 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, the winner’s name, voice, statement, picture or other likeness, and the Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) at any time or times, for advertising, trade, publicity 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 entrant and Sponsor or its agencies regarding this Sweepstakes (e.g., DM’s, 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 Grand Prize winners, send a self-addressed stamped envelope by November 30, 2021 to: Pepsi x Cracker Jack® #PepsiSingToScore Sweepstakes Winners List, PO Box 130, c/o GSE, Dept. 21-8159, Glencoe, MN 55336-0130.

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

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or TikTok. Any questions, comments or complaints regarding this Sweepstakes shall be directed to the Sponsor and not to Twitter or TikTok.