

2024 Buffalo Rock Mountain Dew® Outdoor Gear Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED. INTERNET ACCESS REQUIRED. MESSAGE AND DATA RATES MAY APPLY IF USING A MOBILE DEVICE TO PARTICIPATE.

2024 Buffalo Rock Mountain Dew® Outdoor Gear Sweepstakes

2024 Buffalo Rock Mountain Dew® Outdoor Gear Sweepstakes is sponsored by Buffalo Rock Company, 111 Oxmoor Road, Birmingham, AL 35209.

1. **SWEEPSTAKES PERIOD:** The 2024 Buffalo Rock Mountain Dew® Outdoor Gear Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on August 15, 2024, and ends at 11:59:59 p.m. ET on September 30, 2024 ("Sweepstakes Period").

2. **ELIGIBILITY:** The 2024 Buffalo Rock Mountain Dew® Outdoor Gear Sweepstakes is open to legal residents of the United States residing in Alabama, within the following zip codes: 36301, 36312, 36345, 36027, 36303, 36360, 36319, 36343, and 36305 only, who are 18 years of age or older at time of entry. Employees of Sponsor, Pepsi-Cola Company ("Sponsor"), Buffalo Rock Company, PepsiCo, Inc and their respective parent companies, subsidiaries, affiliates, advertising and Sweepstakes agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win.

Participation constitutes the entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry.

3. **HOW TO ENTER:** Look for a QR code on Mountain Dew displays during the Sweepstakes Period in participating retailers in eligible zip codes and scan the code to enter from your mobile device ("Mobile Device"). By scanning the QR code, you will be taken to the program URL buffalorockpromos.com/hobopantry (the "Website"), or you can visit the program URL directly at buffalorockpromos.com/hobopantry (the "Website"). Once at the Website, follow the on-screen instructions to submit an entry. Entrants will be asked to provide their First and Last Name, Mailing Address, Date of Birth, Valid Email Address and Phone Number to enter. They will also be required to accept the Official Rules in order to participate.

Limit of one (1) entry per person/email address per day.

4. **PRIZE/DRAWING:** Three separate prizes will be awarded. Potential winners will be randomly selected from among all eligible entries received during the Sweepstakes Period on or around 9/30/2024. Drawings will be conducted by an independent judging organization whose decisions will be final and binding in all matters relating to this Sweepstakes. The odds of winning one of three prizes depend on the number of eligible entries received during the Sweepstakes Period.

Prize Descriptions: 1st Prize consists of: one (1) \$1,000 Gift Card. 2nd Prize consists of: one (1) \$500 Gift Card. 3rd Prize consists of: one (1) \$250 Gift Card. Approximate Retail Value of prizes ("ARV"): \$1,750.

5. NOTIFICATION: Potential Winners will be notified by the phone number and/or email address provided with their entry. If Winner does not reply within forty-eight (48) hours of notification being sent, an alternate winner may be drawn. The sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Sponsor is not responsible for changes in the entrant's email address that may result in a potential winner not receiving the winner notification or any other notice or prize. Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered messages or e-mails, including without limitation messages that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail or direct messages, including any winner notification e-mail, to a spam or junk folder. If, after a good-faith attempt, Sponsor is unable to award a prize, the prize may not be re-awarded. No potential Prize Winner will be an official winner until eligibility has been formally verified by Sponsor. If any potential Prize Winner fails to comply with these Official Rules and/or to submit any required documentation within the designated time-period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner, in Sponsor's sole discretion. Upon forfeiture of any prize, no compensation will be given. Prizes are non-transferable. No prize transfer, substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Prize will only be awarded to winner who's mailing address is in Alabama and within eligible zip codes.

Any difference between the stated approximate value of prize and actual value of prize will not be awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Sponsor is not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

6. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, misdirected or undeliverable e-mail notifications; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or

damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By participating in the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE RESOLVED IN THE STATE OF NEW YORK IN A COURT OF COMPETENT JURISDICTION. ALL PROCEEDINGS

BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

8. **PRIVACY:** Sponsor's privacy policy is available at <https://www.pepsico.com/legal/privacy>. Any information provided by entrants participating in this Sweepstakes will be used only for the purpose of prize fulfillment related to this Sweepstakes.

9. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use their name, biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for Sweepstakes, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except in the State of Tennessee or where prohibited by law.

10. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation affected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of

these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes materials (including but not limited to point of sale, television and print advertising, Sweepstakes packaging and other Sweepstakes media), the details of the Sweepstakes as set forth in these Official Rules shall prevail. All federal, state, and local laws apply. Void where prohibited or restricted by law.

11. **WINNERS LIST:** For the name of the winner, interested individuals should send a self-addressed stamped envelope by 12/31/24 to 2024 Buffalo Rock Mountain Dew Outdoor Gear Sweepstakes Winners List, 111 Oxmoor Road, Birmingham, AL 35209.

12. **SPONSOR:** Buffalo Rock Company, 111 Oxmoor Road, Birmingham, AL 35209.

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