

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 3 FOR ELIGIBILITY) AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**THE BIG GAME 2022 SWEEPSTAKES AT SMART & FINAL (“SWEEPSTAKES”)
OFFICIAL RULES**

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

1. SWEEPSTAKES PERIOD: The Sweepstakes begins on November 1, 2021 at 12:00:00 p.m. Pacific Time (“PT”) and ends on December 31, 2021 at 11:59:59 p.m. PT (“Sweepstakes Period”). The computer of the Administrator (defined in Section 3) is the official time-keeping device of the Sweepstakes.

2. HOW TO ENTER: During the Sweepstakes Period, visit TheBigGame2022.com/SmartandFinal (“Website”) and follow the online instructions to register and submit the entry form to receive one (1) entry into the random drawing. See Section 4 for drawing details.

Limit one (1) entry per person/email address per day. A “day” is defined as the twenty-four (24) hours between 12:00:00 a.m. PT and 11:59:59 p.m. PT of the same day with the exception of the first day of the Sweepstakes which shall begin at 12:00:00 p.m. PT.

Entrants may also access the Website by scanning a code found on displays advertising the Sweepstakes. 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. Entrants 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. Mobile entry is not required to submit an entry or win a prize in this Sweepstakes.

All entrants must have a valid email address. The name of the person submitting the entry into the Sweepstakes must be 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 they are 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, such person will be disqualified and any prize won, shall be forfeited.

3. ELIGIBILITY: Open only to legal U.S. residents who reside in Arizona, California or Nevada (each an “Eligible State”) and are eighteen (18) years of age or older 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, Frito-Lay, Inc., Genesco Sports Enterprises, Inc. (“Administrator”), their respective parent, 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, "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).

4. RANDOM DRAWING: The potential winner will be selected in a random drawing to be held on or about January 4, 2022 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.

5. PRIZE DETAILS: One (1) prize will be awarded, consisting of two (2) tickets to Super Bowl LVI scheduled to take place on February 13, 2022 in Inglewood, California and a \$500.00 pre-paid debit card (subject to terms and conditions as set by issuer). Approximate Retail Value ("ARV"): \$5,000.00.

Prize Conditions: All transportation, parking, accommodations, meals, gratuities, and all other expenses not specified herein are solely the winner's responsibility. Game is subject to availability, change, and cancellation. Seating assignments are in Sponsor's sole discretion. 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. 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. Additional prize details may be provided to the winner at the time of notification. Winner must accept prize as stated by Sponsor or prize may be forfeited.

Resale of game tickets is strictly prohibited. All NFL tickets are subject to certain terms and conditions as specified thereon. Winner and guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. The Sponsor reserves the right to revoke the full or partial prize from any winner or guest who the Sponsor, venue personnel or the NFL Entities deem in any of their sole discretion, may be intoxicated, be a safety risk, have violated any venue or NFL policy or law, fail to comply with the NFL's (or its designee's) health and safety protocols, or bring the Sponsor and Promotion Parties into disrepute. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent NFL event or for cash.

Winner and guest irrevocably waive all claims against the NFL Entities, and agree that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes, 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 entrant's participating in the Sweepstakes and related activities (e.g., travel), wherever, whenever or however the same may occur. 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 NFL (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.

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 winner 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 a non-cash prize 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 prize 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 winner will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Winner will be required to give their social security number to Sponsor 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 for any reason 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 Administrator which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor and Promotion Parties, and the NFL Entities reserve the right, at their 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 AND THE NFL ENTITIES RESERVE 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, and the 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 Website; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to entrants 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 Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes (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 Sweepstakes, then Sponsor and the NFL Entities reserve the right, at their 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 will be held from among all eligible, non-suspect entries received prior to such time. Sponsor and the NFL Entities reserve the right, at their 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: The potential winner will be notified by email and will be required to follow instructions within the notification within seventy-two (72) hours (beginning at the time the notification was sent), or prize may be forfeited, in Sponsor's sole discretion. Additionally, the prize winner will be required to complete, sign and return an Affidavit of Eligibility/Liability Release ("Affidavit") with (where lawful) a publicity release within seventy-two (72) hours as indicated by the date on the Affidavit. Failure to return the Affidavit within the specified time period 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 prize notification. If any prize notification or prize is returned as undeliverable, if the potential winner does not respond to the notification (as instructed within the notification email), if the potential winner does not return required documents within the time period stated, if the 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 received. Upon forfeiture for any reason, no compensation shall be given. Prize will only be awarded to eligible entrants residing in an Eligible State.

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winner, by acceptance of the prize, agree to release Sponsor and Promotion Parties, and the 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, including bodily injury and death, 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. Winner shall bear all risk of loss or damage to their prize and/or prize documentation after it has been delivered. Except where prohibited by law, entrants grant to Sponsor and the NFL Entities 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, 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., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winner's name may be included in a publicly-available winner's list.

11. WINNER'S LIST: For the name of the winner, send a self-addressed stamped envelope by February 4, 2022 to: The Big Game 2022 Sweepstakes at Smart & Final Winner's List, PO Box 130, c/o GSE, Dept. 21-8153-03, Glencoe, MN 55336-0130.

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

13. THE NFL ENTITIES: Entrant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

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