

THE BUBLY HOLIDAY CHEER 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.

The Bubby Holiday Cheer Sweepstakes (“Sweepstakes”) is sponsored by Pepsi-Cola Company (“Sponsor”), 1111 Westchester Avenue, White Plains, NY 10605 and is administered by Prize Logic, LLC, (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on November 2, 2020 at 12:00 PM Eastern Time (“ET”) and ends on December 31, 2020 at 11:59:59 PM ET (“Sweepstakes Period”) and consists of eight (8) entry periods (each an “Entry Period”) as outlined in the chart below:

Entry Period	Start Date and Time	End Date at 11:59:59 PM ET	Approximate Drawing Date
1	November 2, 2020 at 12:00 PM ET	November 8, 2020	November 9, 2020
2	November 9, 2020 at 12:00 AM ET	November 15, 2020	November 16, 2020
3	November 16, 2020 at 12:00 AM ET	November 22, 2020	November 23, 2020
4	November 23, 2020 at 12:00 AM ET	November 29, 2020	November 30, 2020
5	November 30, 2020 at 12:00 AM ET	December 6, 2020	December 7, 2020
6	December 7, 2020 at 12:00 AM ET	December 13, 2020	December 14, 2020
7	December 14, 2020 at 12:00 AM ET	December 20, 2020	December 21, 2020
8	December 21, 2020 at 12:00 AM ET	December 31, 2020	January 4, 2021

Non-winning entries will carry forward into subsequent Entry Period drawings. The Administrator’s computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of one of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old (nineteen [19] in AL or NE and twenty-one [21] in MS) at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion 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. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes 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. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit <https://bublyholidaycheer.com> (“Website”) and follow the links and instructions to design a virtual holiday sweater (“Entry” or “Sweater”). Entrant’s Sweater must follow the guidelines outlined below. Once entrant’s Sweater is completed, he/she may follow the links and instructions to enter the Sweepstakes and complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O.

Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the applicable Entry Period.

By submitting an Entry, you irrevocably and without further consideration assign all right, title and interest in such Entry, including any and all trademark, copyright and other intellectual property rights, to Sponsor. Entrant irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional, nonexclusive, irrevocable, royalty-free and perpetual right and permission to reproduce, store, copy, transmit, publish, post, broadcast, distribute, display, publicly perform, adapt, exploit, make derivative works from, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used) the Entry, in any and all media without limitation as to time or territory, and without additional compensation or approval from the entrant or any other party. You waive any right to inspect or approve uses of the Entry. You waive intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Sponsor's use of the Entry, and agree not to sue or assert any claim against Sponsor for the use of the Entry or your likeness or statements. In the course of participating in this Sweepstakes, whatever you provide to us (whether we ask for it or not) will be considered User-Generated Content (UGC), and that UGC content will be subject to these Official Rules the royalty-free license to Sponsor to reproduce and distribute your UGC on third party platform.

NOTE: During the Sweepstakes Period, an entrant may receive a link to the Website by scanning the QR code on select Sweepstakes print advertising. An entrant may center the QR code in the camera and scan the QR code. Once completed, the entrant will receive a link to the Website, and may follow the steps noted above to participate in the Sweepstakes. **An entrant cannot enter solely by scanning the QR code.**

Entry Limit: An entrant may create unlimited Entries per day, but there is a limit of one (1) Sweepstakes entry per person per day. If more than one (1) entry per day is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on November 2, 2020 when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

Other Activities: After an entrant has created a Sweater, he/she will have the option of participating the following activities. An entrant will **not** receive a Sweepstakes entry for completing these activities:

- A. Share on Social Media:** After an entrant has created his/her Sweater, entrant may follow the links and instructions to share his/her Sweater on Facebook and Twitter. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook, or any of their affiliates.
- B. Buy Sweater:** After an entrant has created his/her virtual Sweater, entrant may follow the links and instructions to purchase a standard Bubby Holiday Sweater (plus sales tax). Entrant may select more than one (1) design and more than one (1) size, provide his/her mailing address (P.O. Boxes not permitted), and submit his/her payment and billing information. A purchase of a Sweater is **not** required to enter the Sweepstakes. Sweaters will be mailed 6-8 weeks after purchase.

Sweater Requirements: All Sweaters must comply with the following restrictions:

- Sweater must be suitable for publication (i.e., may not be obscene or indecent);
- Sweater cannot contain trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Sweater cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Sweater cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Sweater cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Sweater cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Sweater cannot describe or depict any illegal activity or violation of any state or federal law;
- Sweater must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Sweater must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to, content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Sweater must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any Sweater fails to comply with any of these Sweater Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right to disqualify the entrant.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

4. RANDOM DRAWING: On or around each drawing date indicated in the chart above in Section 1, the Administrator will randomly select seventy-five (75) potential winners from all eligible entries received for each Entry Period, for a total of six hundred (600) potential winners. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prizes (600 total; 75 per Entry Period): Each prize includes the winner's custom designed Sweater and a pre-designed koozie (design of koozie determined by Sponsor in its sole discretion) ("Prize"). Winner will be able to select his/her Sweater size upon winner

notification and confirmation (as outlined below in Section 6). No more than six hundred (600) Prizes will be available in the Sweepstakes. The ARV of each Prize is \$57.90.

B. Total ARV: The total ARV of all Prizes is \$34,740.

C. Odds of Winning: The odds of winning a Prize depend on the number of eligible Sweepstakes entries received during each Entry Period.

D. General Conditions: There is a limit of one (1) prize per person. In no event will more than six hundred (600) Prizes, seventy-five (75) per Entry Period be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

6. HOW TO CLAIM A PRIZE: The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, the respective Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Upon verification of eligibility, each winner will be contacted to get his/her Sweater size. Prizes will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of verification, 5-7 weeks after verification. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prize will only be awarded to a verified Winner.

Sponsor will attempt to notify each potential winner as set forth above, but 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.

7. 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, promotional, 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, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (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 entering 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 his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) 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 including the Prize or the production of the sale of the holiday sweater, 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 and/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, a random drawing among the claimants will be held to determine the winner.

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.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN**

OAKLAND COUNTY, MICHIGAN. 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. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY:** Sponsor's privacy policy is available at <http://policy.pepsi.com/privacy.htm>.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, 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 where prohibited by law.
11. **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 effected 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. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Bubly Holiday Cheer Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than March 3, 2021.

Customer Service inquiries may be made at bublyholidaycheer@prizelogic.zendesk.com or (855) 482-7679

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