

**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.**

**PEPSI® ROCK THE SOUTH SWEEPSTAKES AT WALMART (“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 ENTERING VIA A MOBILE DEVICE.**

**1. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents residing in Alabama, Florida, Georgia or Mississippi who are eighteen (18) years of age or older (19 or older if a resident of Alabama) 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, Propac Agency (“Administrator”), and each of 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, “Sweepstakes Entities”), 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). No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members.

**2. SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:00 p.m. Central Time (“CT”) on June 27, 2022 and ends at 11:59:59 p.m. CT on July 25, 2022 (“Sweepstakes Period”). The time clock of the Administrator’s computer is the official clock for this Sweepstakes.

**3. HOW TO ENTER:** During the Sweepstakes Period, scan the code on the Sweepstakes advertisement or visit [biggestpartyinthesouth.com](http://biggestpartyinthesouth.com) (“Website”) and follow the online instructions to register and submit an online entry to receive one (1) entry into the random drawing. **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. CT and 11:59:59 p.m. CT of the same day with the exception of the first day of the Sweepstakes Period which shall begin at 12:00:00 p.m. CT and end at 11:59:59 p.m. CT.

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 “code 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. 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 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 or prizes, such person will be disqualified and any prize won, shall be forfeited.

**4. RANDOM DRAWING:** Potential winners will be selected in a random drawing to be held on or about July 26, 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. Limit one (1) prize per person/household.

**5. PRIZE DETAILS: Ten (10) prizes will be awarded,** each consisting of two (2) VIP tickets and one (1) VIP parking pass to the Rock the South Festival on August 5, 2022 scheduled to take place in Cullman, Alabama and one (1) \$100.00 Walmart gift card (for a Walmart+ subscription; subject to terms and conditions as set by issuer).

**Transportation, accommodations, and any other expenses or items not specifically listed herein is the responsibility of winner.** Festival is subject to availability and change. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled prize-related activities (including, but not limited to the festival) beyond its control. Other restrictions may apply. Winner’s guest must be of legal age of majority in their jurisdictions of residence, unless accompanied by a parent or legal guardian who must be the winner. Tickets are subject to terms and conditions as stated on tickets.

Lost or stolen tickets will not be replaced. Winner and guest must abide by all venue policies. Sponsor and/or venue operator reserves the right to revoke full or partial prize from winner and/or any guest who it and/or venue personnel deem may, in their sole discretion, to have violated any venue policy or law, and/or may bring Sponsor and/or venue operator into disrepute.

Winner and guest irrevocably waive all claims against the Sponsor, and agree that the Sponsor 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 participation in the Sweepstakes and related prize activities, wherever, whenever or however the same may occur. Prize winner must abide by all federal, state and local COVID-19 guidelines while attending the prize event. 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 the Sponsor or venue operator (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. Any and all Protocols shall be communicated to winners at the time of winner notification.

Approximate Retail Value ("ARV") of each prize is \$850.00. Total ARV of all prizes is \$8,500.00.

**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 a 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. Winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Winners will be required to give their social security number to Administrator as a condition of receiving the prize and will receive an IRS Form 1099 for the retail value of their prize, if applicable. 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 Sponsor or Administrator which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor and Administrator 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 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 Sweepstakes 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 or Administrator reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or prize) 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 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 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. If (a) any prize notification or prize is returned as undeliverable, (b) a potential winner does not respond to the notification (as instructed within the notification email), (c) any required documents are not returned within the required number of days, or (d) 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 eligible entries received. Sponsor and Sweepstakes Entities are not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address or mailing address which may result in a potential winner not receiving a prize notification or their prize. Sponsor and Sweepstakes Entities are not responsible for any undelivered emails, including without limitation, emails that are not received because of a winner's 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, no compensation shall be given. Prizes will only be awarded to eligible entrants residing in an eligible state as listed in Section 1.

**10. RELEASE OF LIABILITY:** All entrants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor and Sweepstakes 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. Each 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 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, at any time or times, for advertising, trade,

publicity and promotional purposes, as may be determined by Sponsor or Sweepstakes Entities, 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. Winners' names may be included in a publicly-available winners' list.

**11. WINNERS' LIST:** For the names of the winners, send a self-addressed, stamped envelope to be received by August 29, 2022 to: Pepsi Rock the South Sweepstakes at Walmart Winners' List Request, PO Box 2334, Addison, TX 75001.

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

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