

**THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.**

**2023 STARRY ARAMARK PROMOTION (“PROMOTION”)  
OFFICIAL RULES**

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

- 1. ELIGIBILITY:** The Promotion 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 if a resident of Alabama or Nebraska) at the time of participation. 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., Propac Agency (“Administrator”), each of their respective parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, the “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 Promotion). 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. PROMOTION PERIOD:** The Promotion begins at 12:00:00 p.m. (noon) Central Time (“CT”) on March 1, 2023 and ends at 11:59:59 p.m. CT on April 30, 2023 (“Promotion Period”). The Administrator’s computer is the official time-keeping device of the Promotion.
- 3. HOW TO PARTICIPATE:** During the Promotion Period, scan the code found on displays advertising the Promotion or visit [StarryAramarkPromo.com](http://StarryAramarkPromo.com) (“Website”) and follow the online instructions to properly submit an online play (“Play”) to determine if you have won a prize (subject to verification). Randomly-selected times, during the Promotion Period, will be chosen by the Administrator, and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by Administrator's computer at or immediately after a randomly-selected time) will win a prize (subject to verification). If your computer screen or mobile device displays a prize-winning message, you are a potential winner of a prize (subject to verification). If your computer screen or mobile device displays a non-winning prize message, you are not a winner of a prize. Odds of winning a prize depend on the number of eligible Plays received and the order in which they are received.

See Section 4 for prize details. All Plays must be properly received and recorded within the Promotion Period in order to be eligible to win a prize.

ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SCREEN SHOTS ARE NOT PROOF OF WINNING STATUS.

**Limit one (1) Play per person/email address per day.** A "day" is defined as each twenty-four (24) hour time period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT of the same day with the exception of the first day of the Promotion Period which is defined as beginning at 12:00:00 p.m. CT and ending at 11:59:59 p.m. CT of the same day.

A participant cannot participate solely by scanning the code on a Promotion advertisement. Participants 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. Participants 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 reader 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 Promotion.

All participants must have a valid email address. Multiple participants may not share the same email address. The name of the person submitting a Play into the Promotion must be the name of the authorized account holder of the email address used to submit a Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address used to participate. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email account.

Proof of delivery or receipt of a Play will not be deemed by the Sponsor as proof of submitting a Play into this Promotion. Each Play must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from such scripts, macros, bots, sweepstakes services or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses or mailing addresses for the purpose of submitting more than the stated number of Plays is prohibited and such persons will be disqualified and all of their Plays shall be deemed invalid and any prize won shall be forfeited.

4. **PRIZE DETAILS: Prizes (100):** \$100 Fanatics Gift Card (subject to terms and conditions as set by issuer). Approximate Retail Value (“ARV”) of each prize: \$100. Total ARV of all prizes is \$10,000. Winner must accept prize as stated or prize will be forfeited. **Limit one (1) prize per person/email address.**

5. **WINNER VERIFICATION AND NOTIFICATION:** In addition to the winning message displayed at the Website at the time of participant’s Play, each potential winner will receive an email from the Administrator. The email will provide instructions on how to claim the prize and the prize must be claimed within seventy-two (72) hours of email notification or prize may be forfeited and awarded to an alternate winner. If (a) an attempted prize notification or prize is returned as undeliverable; (b) if the potential winner does not properly claim their prize (as instructed within the notification); (c) a potential winner cannot be verified; or (d) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor’s sole discretion. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Prizes will only be awarded to eligible participants residing within the United States (including the District of Columbia). Prizes will be delivered via email within six (6) to eight (8) weeks of winner verification.

6. **GENERAL:** This Promotion 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 Promotion, participants 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 Promotion, 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 participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys’ fees, other than participants’ actual out-of-pocket expenses (e.g. costs associated with participating), and participants 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. 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 Promotion, participants agree to be bound by these Official Rules and the decisions of the Sponsor and/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 Promotion; 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 PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 participant, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Plays at any point in the operation of this Promotion; (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 Promotion; (d) inaccessibility or unavailability of any network or wireless service or the Website; (e) suspended or discontinued Internet or wireless service; (f) any injury or damage to participants 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 Promotion or download of any materials in the Promotion; (g) suspended or discontinued wireless or online service which may result in a potential winner not receiving a prize notification; (h) any change in participant's email address or mailing address; or (i) any undelivered emails, including without limitation, emails that are not received because of the winner's privacy or spam filter settings which may divert any Promotion-related email, including any winner notification email, to a spam or junk folder. If, for any reason, the Promotion 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 Promotion, then Sponsor and the Administrator reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Promotion 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 Plays received prior to such time. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any participant (and all of their Plays) from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the participant tampers with the entry process or if his or her fraud or misconduct affects the integrity of this Promotion. 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. **DISCLAIMER:** No more than the stated number of prizes will be awarded. In the event that a programming, production, seeding or printing error or any other reason causes more than the stated number of prizes, as set forth in these Official Rules, to be available, awarded, and/or claimed, Sponsor reserves right to award only the stated number of prizes.

10. **RELEASE OF LIABILITY:** All participants, as a condition of participation, and winners, by acceptance of a prize, agree to release Sponsor and Promotion Parties 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 Play or otherwise participating in any aspect of the Promotion, the receipt, ownership or use or misuse of any prize awarded 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 after it has been delivered. Except where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use their name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising 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 [contact.pepsico.com/starry/privacy-policy](https://contact.pepsico.com/starry/privacy-policy). Any communication between participant and Sponsor or its agencies regarding this Promotion (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names will be included in a publicly-available winners' list.

11. **WINNERS' LIST REQUEST:** For a list of winners, send a self-addressed, stamped envelope, to be received by June 1, 2023, to: 2023 Starry Aramark Promotion 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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