

**TAZO Summer Bucket List  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. TAZO Summer Bucket List (the "Sweepstakes") begins at 12:00:01 PM Eastern Time ("ET") on June 10, 2022 and ends at 11:59:59 PM ET on June 21, 2022 (the "Sweepstakes Period").** The time clock of the computer administering this Sweepstakes is the official timekeeping device for the Promotion.

*This Promotion uses Instagram as a means of entry. This Sweepstakes is not endorsed or certified by Instagram. All Instagram logos and trademarks displayed on this Sweepstakes are property of Instagram. All questions, comments or complaints regarding the Sweepstakes should be directed to Administrator at the address listed below and not to Instagram.*

- 1. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (includes Alaska and Hawaii), who are 18 years of age or older as of date of entry. Employees, officers and directors of Pepsi-Cola Company ("Sponsor"), Edelman, Realtime Media LLC ("Administrator"), their respective parent companies, bottlers, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Sweepstakes Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited by law, rule, or regulation. All federal, state, and local laws and regulations apply.
- 2. HOW TO PARTICIPATE – ENTER VIA INSTAGRAM SOCIAL COMMENT:** To enter, log in to your Instagram account (must be made public), follow the TAZO brand page (<https://www.instagram.com/tazo/>) and look for the campaign post about the Sweepstakes. Comment on the Sweepstakes post with the hashtags #TAZOSummerBucketList and #SweepstakesEntry (collectively, the "**Required Hashtags**") and tag a friend saying which bucket list activity you would like to try this summer, during the Sweepstakes Period. By commenting on the post using the Required Hashtags, following @tazo, and tagging a friend collectively, you will receive one (1) entry (each an "Entry" and collectively the "Entries") into the Sweepstakes.

**Limit of one (1) Sweepstakes Entry per person, per social account, throughout the Sweepstakes Period. For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:00:01 AM ET and ending at 11:59:59 PM ET.**

- 3. SWEEPSTAKES DRAWING/ODDS:** On or about June 22, 2022, the Administrator will conduct a random drawing from all eligible Entries received within the Sweepstakes Period and twenty (20) potential Grand Prize winners and two thousand and five hundred (2,500) Runner Up Prize Winners. Odds of winning a Prize depend on the number of eligible Entries received.
- 4. WINNER NOTIFICATION:** All potential Prize winners will be notified by Instagram Direct Message and/or comment on their comment within three (3) days of winner selection or as soon as reasonably practicable. Potential winners will have three (3) calendar days to respond to winning notification and complete the prize claim form with the required information (including but not limited to; Full Name, Email Address, Full Address (no P.O. Box allowed), and Birth Date) before forfeiting their Prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If a potential winner cannot be contacted, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that Prize and an alternate potential winner may be selected from among all remaining Entries. Upon verification, all Prizes will be fulfilled within approximately two (2) to four (4) weeks.

5. **PRIZES/PRIZE RESTRICTIONS:** Two thousand five hundred and twenty (2,520) prizes will be awarded, as described below.

**GRAND PRIZES (20):** Twenty (20) Grand Prize winners will be awarded the following:

- One (1) Digital Gift Card chosen from the options below:
  - ClassPass
  - West Elm
  - Airbnb
  - Ticketmaster

**Prize is a \$500 gift card only. No travel, hotel, food is included in the prize. The Approximate Retail Value (“ARV”) of each Grand Prize is \$500.00.**

**RUNNER UP PRIZES (2,500):** Two thousand five hundred (2,500) Runner Up Prize winners will be awarded the following:

- One (1) coupon for a free 42 oz. bottle of TAZO bottled iced tea

**The ARV of each Runner Up Prize is \$3.79.**

**The total ARV of all Prizes is \$19,550.80**

**PRIZE RESTRICTIONS: Limit of one (1) Prize per person/per household.** Prizes will be awarded only upon winner redemption, confirmation, verification, and final approval by Sponsor. No substitution, transfer of any Prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a Prize of equal or greater value, if Prize, or portion of Prize, becomes unavailable. Sweepstakes Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered Prizes.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SWEEPSTAKES PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

6. **GENERAL:** Each winner hereby expressly grants to the Sponsor and its designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort, or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes Parties, including but not limited to the failure or interruption of Instagram, or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more Prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are

exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. The Sweepstakes Parties reserve the right to cancel or modify the Sweepstakes at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the Instagram account associated with the winning Entry. The authorized account holder is deemed to be the natural person who is assigned the particular social media account by the social media platform operator. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 7. CONDUCT:** By participating in this Sweepstakes, you agree to be bound by these Official Rules and the decisions of the Sweepstakes Parties, which shall be final, binding, and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Sweepstakes Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8. LIMITATIONS OF LIABILITY:** The Sweepstakes Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Sweepstakes; (d) 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, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes -related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) 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 which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes from among all non-suspect, eligible Entries received for the Sweepstakes up to the time of such action.
- 9. RELEASES:** All participants, as a condition of participation in this Sweepstakes, agree to release, hold harmless and indemnify Instagram and the Sweepstakes Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Sweepstakes, (ii) the receipt, ownership or use of the Prize awarded, including any travel associated with any Prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

- 10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than State of New York. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of Illinois. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. By participating in this Sweepstakes, you agree that (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (iii) under no circumstances will you be permitted to obtain awards for and hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
- 11. PRIVACY:** Except as noted in these Official Rules, information collected for this Sweepstakes is used only for the purpose of Sweepstakes administration and winner notification and will not be re-used, sold, or shared in any manner by the Sweepstakes Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.pepsico.com/legal/privacy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 12. TAX INFORMATION:** All federal, state, local, and other taxes on Prizes and any other costs and expenses associated with Prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 13. WINNERS' LIST:** To receive the list of winners of Prizes, send a #10 self-addressed, stamped envelope for receipt by June 30, 2022 to: TAZO Summer Bucket List Winners' List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.

**SPONSOR:** Pepsi-Cola Company, 700 Anderson Hill Rd. Purchase, NY 10577

**ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428