

**QUAKER OATMEAL "FAVORITE FLAVORS" PROMOTION ("PROMOTION")  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. Data Rates May Apply.**

Personal email address required to participate.

**1. ELIGIBILITY:** Open only to legal residents of the fifty (50) United States and the District of Columbia ("D.C.") who are twenty-one (21) years of age or older as of January 18, 2020. Void elsewhere and where prohibited by law. Employees, contractors, officers and directors of Pepsi-Cola Company ("Sponsor"), the independent third-party Promotion administrator ("Administrator"), their respective parent, affiliate and subsidiary companies, distributors, Web masters/suppliers, advertising and promotional agencies, and the immediate family members (spouse, parent, child, sibling, grandparent, grandchild, and/or "step" of each, regardless of where they reside) and those living in the same households (whether related or not) of any of the above are not eligible to play or win a prize. The Promotion is subject to all applicable federal, state and local laws and regulations.

**2. PROMOTION SUMMARY:** The Promotion consists of an Instant-Win Game and a Random Drawing. The Instant-Win Prizes will be awarded via the Instant-Win Game and one (1) Grand Prize and one (1) First Prize will be awarded via the Random Drawing. By submitting a Play (defined below) in the Instant-Win Game, you are automatically entered into the Random Drawing. See Rule #4 below for details.

**3. PROMOTION PERIOD:** Promotion begins at 12:00 a.m. (midnight) Central Time ("CT") on January 18, 2020 and ends at 11:59 p.m. CT on February 28, 2020 ("Promotion Period"). The computer of Sponsor's web master is the official time-keeping device of the Promotion.

**4. HOW TO PLAY:** Visit QuakerToppings2020.com (the "Website"). Participants may also access the Website via the Sodexo Bite App. To access the Website via the Sodexo Bite App, first open the Sodexo Bite App on your web-enabled device. If you do not have the Sodexo Bite App downloaded on your web-enabled device, you can download it for free at <http://bite.sodexo.com/>. For the Sodexo Bite App's Terms and Privacy Policy, please visit <http://bite.sodexo.com/>. Upon opening the Sodexo Bite App, look for the Promotion mention and click on that tile to be linked to the Website.

Upon accessing the Website, follow the instructions to select your favorite oatmeal toppings from the list of toppings provided by the Sponsor at the Website and register for the Promotion. You will be required to enter your first and last name, date of birth, email address and zip code. Read or have read to you these Official Rules and then place a checkmark in the box provided indicating your agreement to these Official Rules.

Next, follow the instructions to play the Instant-Win Game for a chance to win an Instant-Win Prize (a "Play"). Instant-Win Prize winners will be determined by a random, time-based seeding process, which will generate winning times during the Promotion Period. This process will be conducted by the Administrator whose decisions are final and binding in all matters relating to this Promotion. If you are the first player to submit a Play at or after one of the randomly-generated winning times, you will receive a prize-winning message and will be a potential winner of an Instant-

Win Prize (subject to verification). For each Play, you will receive one (1) entry into the Random Drawing. See Rule #5 for Random Drawing details. **Limit one (1) Play per person/email address per day, up to a maximum of forty-two (42) Plays for the entire Promotion Period, regardless of how you accessed the Website.**

Each Play must be manually keystroked and 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 these or related email or IP addresses may be blocked. Additionally, use of multiple email addresses, identities, and/or the manipulation of any contact information you provide, for the purpose of submitting more than the stated number of Plays per day or over the entire Promotion Period or for the purpose of winning more than the number of prizes allowed in this Promotion, is prohibited and any person deemed responsible for such actions will be disqualified and all Plays from that person shall be deemed invalid and any prize won by that person shall be forfeited.

**5. RANDOM DRAWING:** One (1) Grand Prize winner and one (1) First Prize winner will be selected in a random drawing on or about March 2, 2020 from among all eligible entries received ("Random Drawing") by the Administrator. **Limit one (1) Random Drawing Prize per person/household.** For clarity, a participant and his/her household are only allowed to win either the Grand Prize or First Prize, not both.

## **6. PRIZE DETAILS/ODDS OF WINNING:**

### **Random Drawing Prizes:**

**One (1) Grand Prize will be awarded, via the Random Drawing,** consisting of a trip for winner and winner's one (1) guest to winner's choice of one (1) of the following locations: Canyon Ranch Wellness Resort in Lenox, Massachusetts; Austin Lake Resort in Austin, Texas; or Miraval Arizona Resort in Tucson, Arizona. Regardless of winner's choice of location, trip consists of round-trip coach air transportation for winner and one (1) guest from major airport nearest winner's home (as determined by Sponsor) to applicable location, three (3) nights double-occupancy accommodations at winner's choice of one of the above-named resorts, ground transfers to/from airport and resort, and one (1) \$200.00 pre-paid debit card (subject to terms and conditions as set by issuer). Travel dates: April 16, 2020 – April 19, 2020. Winner must be able to travel on dates specified or prize will be forfeited and awarded to an alternate winner. See below for additional details regarding each choice:

#### **Canyon Ranch Wellness Resort (Lenox, MA) - Prize includes:**

- Spa Day for (2) people to include:
  - 80 min. Canyon Ranch Massage
  - Detox Herbal Body Wrap
  - Deep Cleansing Facial
- Cooking class
- Private Duet Yoga Session
- High Ropes Adventures

Approximate Retail Value ("ARV") for Canyon Ranch Wellness Resort: Up to \$6,450.00, depending on winner's point of departure and destination airport.

Austin Lake Resort (Austin, TX) - Prize includes:

- Spa Package for two (2) people to include:
  - Two (2) 50-minute spa treatments per person
  - Spa lunch and gifting
- All-inclusive activities resort-wide:
  - Paddle boarding
  - Crystal Bowl Sound Immersion
  - Stargazing/Astronomy Class
  - Yoga Sessions
  - S'mores at the Firepit
  - Kayaking
  - Scenic Boat Cruise
  - Cooking classes

ARV for Austin Lake Resort: Up to \$6,650.00, depending on winner's point of departure and destination airport.

Miraval Arizona Resort (Tucson, AZ) – Prize includes:

- Spa Day for (2) people to include:
  - 50 min. Deep Desert Massage
  - 50 min. Facial of Choice
  - Verbana Aloe Body Wrap
- Cooking class
- Wine Tasting class
- Yoga Hike
- Desert Sky Zipline Experience
- Private Trail Horseback Ride

ARV for Miraval Arizona Resort: Up to \$5,218.00, depending on winner's point of departure and destination airport.

Grand Prize General Terms: Additional prize details and travel information may be provided to the winner at the time of notification. Winner's guest must be twenty one (21) years of age or older. Travel and accommodations are subject to availability and change. Winner will be required to provide a credit card at time of check-in at resort. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled prize-related activities (including, but not limited to airline flights) beyond its control. In the event the winner and/or his/her guest misses a scheduled airline flight (through no fault of Sponsor or due to Force Majeure), Sponsor will have no liability for any costs associated with changing or rebooking transportation. If winner resides within two hundred fifty (250) miles of their location choice, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion (the difference in value will not be awarded). Prize winner and his/her guest must travel on the same itinerary and, if traveling by air, must have all necessary identification needed for air travel (e.g., a valid U.S. driver's license, real ID or passport). All expenses not outlined herein are solely the responsibility of winner and his/her guest. Such expenses include, but are not limited to, meals, resort incidentals, other ground transportation and souvenirs. Sponsor reserves the

right to assign airline and hotel. 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.

**One (1) First Prize will be awarded, via the Random Drawing**, consisting of a \$500.00 Dick's Sporting Goods gift card (subject to terms and conditions as set by issuer and may be given in smaller denominations to total in aggregate \$500.00) which may be used towards the purchase of exercise equipment. ARV: \$500.00.

#### **Instant-Win Prizes:**

**One hundred fifty-five (155) Instant-Win Prizes will be awarded, via the Instant-Win Game**, each consisting of a \$25.00 Spawee.com e-code (subject to terms and conditions as set by issuer). ARV of each Instant-Win Prize: \$25.00.

Applicable to all prizes: Each winner is subject to verification of eligibility before being awarded a prize. If a winner is unable to accept a prize as stated, prize may be forfeited in its entirety. Winner is solely responsible for paying all applicable federal, state and local taxes, if any, and all other unspecified expenses associated with the acceptance and/or use of prize. Any difference between the ARV and actual value of any prize will not be awarded. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Prizes are not transferable or redeemable for cash and prize substitution (in whole or in part) will not be allowed, except at sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable. Odds of winning a Random Drawing Prize (Grand Prize or First Prize) depend on the number of eligible entries received. Odds of winning an Instant-Win Prize depend on whether an Instant-Win Prize is available at the time you submit a Play, the number of eligible Plays received and the order in which Plays are received. **Limit one (1) Instant-Win Prize per person/household for the duration of the Promotion Period.** An Instant-Win Prize winner is eligible to win the Grand Prize or First Prize.

Total ARV of all prizes is up to \$11,025.00 (depending on Grand Prize winner's choice).

**7. DISCLAIMER:** Sponsor and its affiliated companies are not responsible for human, printing, distribution or production errors. If, due to an administrative, human, printing, technical or production error, more instant-winning prize messages are distributed or more prizes are claimed than are intended to be awarded according to Rule #6, the intended number of prizes will be awarded in a random drawing from among all verified prize claims received. Screen shots are not proof of winning status. In no event will Sponsor be obligated to award more than the stated number of prizes.

Sponsor and its agencies are not responsible or liable for: (a) any incorrect or inaccurate entry information, regardless of cause, or for any faulty or failed electronic data transmissions or Plays; (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, the Internet or Website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; (f) typographical or other errors in the offer or administration of this Promotion, including but not limited to errors in advertising, in the Official Rules, in the determination and announcement of prizes/winners and/or in the distribution of any prize or prize message; (g) any injury or damage to participants or to any person's computer or mobile device which may be related to or result from any attempt to participate in the Promotion or to download any materials in the Promotion; or (h) cheating or fraud by any participant or other individual.

If, in the Administrator's opinion, there is any suspected or actual evidence of tampering with any portion of the Promotion, or if technical difficulties or other factors compromise the integrity of the Promotion, the Administrator reserves the right to disqualify suspect Plays or modify the Promotion in a manner deemed appropriate by the Administrator, at the Administrator's sole discretion. In such event, winners will be determined in a random drawing from eligible, non-suspect Plays received prior to the date/time of such determination, or as otherwise deemed fair and equitable by the Administrator. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process.

## **8. GENERAL:**

For Instant-Win Prizes: Potential winners will receive an email within forty-eight (48) hours of receiving a prize-winning message after submitting a Play at the Website. The email will contain instructions on how to claim the prize. The prize must be claimed within five (5) days of email notification. All prize claims are subject to verification. Instant-Win Prizes will be delivered via email within four (4) weeks of winner verification.

For Random Drawing Prizes: Potential winners will receive an email within forty-eight (48) hours after the drawing date. The email will contain instructions on how to claim the prize. The prize must be claimed within five (5) days of email notification. Additionally, the potential Grand Prize winner will be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release, where lawful, within seven (7) days from the date it is sent by the Administrator or prize may be forfeited. Failure to comply with these conditions or the return of any required prize documents as undeliverable will result in forfeiture of prize, without compensation. The Grand Prize winner will receive an IRS Form 1099 for the value of their prize(s).

The First Prize will be shipped within six (6) weeks of verification of the First Prize winner.

For all prize levels: Sponsor is not responsible for changes to a winner's email address and/or mailing address that prevents Sponsor from notifying a potential winner or delivering a prize. If a prize or prize notification is returned as undeliverable, the applicable prize will be forfeited (or in the case of the Grand Prize or First Prize, prize will be forfeited and awarded to an alternate winner selected in a random drawing from among all remaining entries received).

Acceptance of a prize constitutes permission for Sponsor and its designees to use winner's name, city and state of residence, photograph, recorded, taped or filmed

image or other likeness for purposes of advertising and publicity in all media worldwide, without limitation and without additional notice, approval or compensation, unless prohibited by law. By participating, participants agree to abide by these Official Rules and by the decisions of the Administrator. By participating, each participant further agrees to release and hold harmless Sponsor, the Administrator, their respective parent companies, subsidiaries, and affiliates, and each of their respective directors, employees, officers and agents, including without limitation, their advertising/promotion agencies, from and against any and all liability for any claim, injury, loss, or damage of any kind (including, without limitation, those related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light) arising from or in connection with participation in the Promotion, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any prize-related activity, including but not limited to all travel related thereto.

**9. DISPUTES/GENERAL CONDITIONS:** By participating, participants and winners agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will participant or winners be permitted to obtain awards for, and participants and winners hereby waive all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' and winners' rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, 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 (whether of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than New York.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by Sponsor, Administrator or their respective representatives, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Sponsor may modify and amend these Official Rules during the Promotion Period for clarification purposes only, provided the material terms and conditions of these Official Rules are not affected by such modifications/amendments. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**10. PRIVACY:** Any personally identifiable information collected in connection with a participant's participation in this Promotion will be used by Sponsor, its affiliates,

agents and marketers only for purposes of the proper administration and fulfillment of the Promotion, as described in these Official Rules, and in any manner consistent with Sponsor's Privacy Policy, available at <http://policy.pepsi.com/privacy.htm>. 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 winner's list.

**11. WINNERS' LIST:** For a list of winners, send a self-addressed, stamped envelope to: Quaker Oatmeal "Favorite Flavors" Instant-Win Promotion Winners' List, 10 South 5th Street-7th Floor, Dept. 888-7124, Minneapolis, MN 55402. Requests must be received by March 2, 2020.

**SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.