

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 3) AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**STARRY® REFRESH YOURSELF WITH THE ULTIMATE FESTIVAL SWEEPSTAKES – NORTH
RETAIL (“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 PARTICIPATING VIA A MOBILE DEVICE.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on February 3, 2025 at 12:00:00 p.m. Eastern Time (“ET”) and ends on April 7, 2025 at 11:59:59 p.m. ET (“Sweepstakes Period”). The time clock of the Sweepstakes Administrator’s (defined below) computer is the official timekeeping device for the Sweepstakes.
- 2. SWEEPSTAKES OVERVIEW/HOW TO ENTER:** There are two (2) prize pools for the Sweepstakes (each a “Prize Pool” as described herein). If you are eligible and live in Ohio or Kentucky, within one of the zip codes listed in the Appendix at the bottom of these Official Rules, you are entering for a chance to win the prize associated with “Prize Pool #1”. If you are eligible and live within any other eligible zip code within a valid state (see Section 3) that is NOT listed in the Appendix at the bottom of these Official Rules, you are entering for a chance to win one of the prizes in “Prize Pool #2”. See Section 5 for prize details.

To Enter: During the Sweepstakes Period, scan the code on Sweepstakes materials or visit starry.gotoaisle.com/festivals (“Website”) and follow the instructions to register for the Sweepstakes to receive one (1) entry into the applicable Prize Pool’s random drawing based on your residency (zip code).

Limit one (1) entry per person/phone number, regardless of entry method. A “day” is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day except for the first day of the Sweepstakes which begins at 12:00:00 p.m. ET and ends at 11:59:59 p.m. ET.

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 to be made by the authorized account holder of the email address used during the entry process. A potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email 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 any such scripts, macros, bots or sweepstakes services 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, or manipulated such information for the purpose of obtaining more than one (1) entry per day, such person will be disqualified and any prize won, shall be forfeited.

- 3. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents residing in CT, DE, IN, KY, MA, ME, MI, NH, NJ, NY, OH, PA, RI or VT who are eighteen (18) years of age or older at the time of entry. For eligibility per Prize Pool, see Section 2 above and Appendix below. The following persons are not eligible to participate or win: employees, contractors, owners, directors, and officers of PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, Genesco Sports Enterprises, Inc. (“Administrator”), Douglas Park Concerts, LLC (“Promoter”), 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 the Sweepstakes (“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 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.

4. RANDOM DRAWINGS:

Prize Pool #1 Random Drawing: One (1) potential winner will be selected in a random drawing on or about April 8, 2025 from among all eligible entries received from individuals living in Kentucky or Ohio within a select zip code listed in the Appendix at the bottom of these Official Rules.

Prize Pool #2 Random Drawing: Two (2) potential winners will be selected in a random drawing on or about April 8, 2025 from among all eligible entries received from individuals living outside the select zip codes of Kentucky or Ohio listed in the Appendix at the bottom of these Official Rules.

Both drawings will be conducted by the Administrator, whose decisions are final. Odds of winning depend on the number of eligible entries received. Limit one (1) prize per person/household.

5. PRIZE DETAILS:

One (1) Prize Pool #1 “Something In The Water® Festival” Prize is available to be awarded. The prize consists of a trip for winner and winner’s one (1) guest to attend the Something In The Water® Festival on April 26, 2025 – April 27, 2025 in Virginia Beach, VA. Travel dates: April 25, 2025 - April 28, 2025. The trip consists of round-trip coach air transportation for winner and guest from a major airport near winner’s home; one (1) standard, double-occupancy hotel room for three (3) nights; \$500.00 (awarded in the form of a check, payable to winner); and two (2) VIP 2-Day tickets to the Something In The Water® Festival (“Event”). See below for prize conditions. Approximate Retail Value (“ARV”) is up to \$6,800.00, depending on winner’s point of departure and destination airport.

One (1) Prize Pool #2 “Something In The Water® Festival” Prize is available to be awarded. The prize consists of a trip for winner and winner’s one (1) guest to attend the Something In The Water® Festival on April 26, 2025 – April 27, 2025 in Virginia Beach, VA. Travel dates: April 25, 2025 - April 28, 2025. The trip consists of round-trip coach air transportation for winner and guest from a major airport near winner’s home; one (1) standard, double-occupancy hotel room for three (3) nights; \$500.00 (awarded in the form of a check, payable to winner); and two (2) VIP 2-Day tickets to the Something In The Water® Festival (“Event”). See below for prize conditions. ARV is up to \$6,800.00, depending on winner’s point of departure and destination airport.

One (1) Prize Pool #2 “The Summer Smash® Festival” Prize is available to be awarded. The prize consists of a trip for winner and winner’s one (1) guest to attend The Summer Smash® Festival scheduled to take place June 20, 2025 through June 22, 2025 at SeatGeek Stadium in Bridgeview, IL. Travel dates: June 19, 2025 – June 23, 2025. The trip consists of round-trip coach air transportation for winner and guest from a major airport near winner’s home; one (1) standard, double-occupancy hotel room for four (4) nights; \$500.00 (awarded in the form of a check, payable to winner); and two (2) VIP weekend tickets to The Summer Smash® Festival (also an “Event”). See below for prize conditions. ARV is up to \$7,810.00, depending on winner’s point of departure and destination airport.

Prize Conditions: Ground transportation, upgrades, meals, gratuities, luggage fees, and all other expenses not specified herein are solely the winner’s responsibility. Winner’s guest must be of the age of majority in their state of jurisdiction (18 or older in most states, 19 or older if a resident of Alabama or Nebraska). The guest must complete and return a Liability/Travel Release prior to Sponsor’s designated travel agency making travel arrangements. Once the guest is selected, they may not be substituted, except in Sponsor’s sole and absolute discretion. If the winner is unable or unwilling to travel on the specified dates, the prize may be forfeited and awarded to an alternate winner. All travel and prize-related events are subject to availability, change and/or restrictions. Selection of hotel, airport(s), airline(s) and seating on flights is at Sponsor’s sole discretion. If winner resides within 250 miles of the destination city, the Sponsor will award \$200.00 (payable to winner in the form of a check) in lieu of air transportation. Winner will be required to provide a credit card prior to hotel check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Event is subject to change and cancellation. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled events (including, but not limited to airline flights and Event) or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations beyond its control. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the winner and/or their guest are, for any reason, not permitted to travel by the relevant airport authorities or misses a flight or other travel element. Winner and guest must travel on same itinerary. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver’s license, Real ID or passport) required for travel within the United States. 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. An unclaimed and/or unused prize element will remain the property of Sponsor. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip.

Winner will not receive compensation from Sponsor in the event of an Event delay, postponement, or cancellation. Prize may be subject to additional terms and conditions, including but not limited to terms regarding

Event rescheduling or cancellation. Tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture. All tickets are subject to certain terms and conditions as specified thereon. Ticket redemption may require a mobile ticketing app and is subject to terms and conditions as stated thereon and provided via such mobile ticketing platform. Winner may be required to provide a valid email address, download the applicable mobile ticketing app to their mobile device, and present tickets at the venue via mobile device. Data rates may apply. Winner is solely responsible for any such wireless or data charges associated with such use, including the downloading and use of mobile ticket app. Sponsor is not liable for any missed events or opportunities or expenses incurred because of any transportation delay or in the event winner and/or a guest is late to the Event (through no fault of Sponsor or due to Force Majeure Event). Winner and guest may be required to produce government-issued identification prior to entering the Event. Winner agrees to comply with all venue policies and regulations, including without limitation, all health and safety protocols, at all times. If at any time, during any prize-related event, the winner and/or their guest engage in behavior that is illegal, obnoxious, non-sportsmanlike or disruptive or with intent to annoy, abuse threaten or harass any other person (as determined by the Sponsor or another applicable representative, in their sole discretion), the applicable party reserves the right to terminate the trip, prize or other prize-related experience early, in whole or in part, and send winner and their guest home with no further compensation.

Total ARV of all prizes is \$21,410.00.

6. WINNER NOTIFICATION: The potential winners will be notified by the Administrator via email at the email address provided upon entry ("Notification"). The Notification will provide information regarding how to claim a prize. Prize must be claimed within seventy-two (72) hours or prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. As part of the prize-claim process, the potential winners will be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within forty-eight (48) hours. If (a) a prize is not claimed within seventy-two (72) hours; (b) a Notification or any portion of the prize is returned as undeliverable; (c) a potential winner does not properly claim their prize (as instructed within the Notification); (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, in Sponsor's sole discretion. Upon forfeiture of a prize, for any reason as stated within these Official Rules, no compensation will be given.

7. GENERAL: The 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. The 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 a prize is offered, no transfer of a prize to a third party is permitted and a non-cash prize 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 or any portion thereof becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in the 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 the 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 prizes, if any. The winners will be required to give their social security number to Sponsor or Administrator as a condition of receiving a prize and each winner will receive an IRS Form 1099 for the stated value of their prize. Any portion of a prize not accepted or used by a winner for any reason will be forfeited. Any difference between stated value and actual value will not be awarded.

8. CONDUCT: By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, in its sole discretion, to disqualify any individual from the Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the entrant is found to be tampering with the entry process or the operation of the Sweepstakes or the Website; or to be acting in any manner deemed to be in violation of the Official Rules; or to be acting in any manner deemed 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.

9. LIMITATIONS OF LIABILITY: The Sponsor and Promotion Parties 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 the 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, or combination thereof; (e) suspended or discontinued Internet or wireless service; (f) any injury or damage to entrants or to any other person's computer, mobile or desktop 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; (g) any suspended or discontinued Internet or wireless service or a change in a potential winner's email address which may result in a potential winner not receiving a Notification; or (h) any undelivered or unanswered emails, including without limitation, emails that are not received because of a potential winner's privacy or spam filter settings which may divert any Sweepstakes email, including any Notification, to a spam or junk folder. If, for any reason, the Sweepstakes 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 the Sweepstakes, then Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor reserves the right to award any remaining prize(s) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor shall not have any further liability to any entrant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. 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 OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

11. RELEASE OF LIABILITY: All entrants, as a condition of participation, agree to release Sponsor and Promotion Parties, and each of their respective officers, directors, employees, agents, licensors and assigns, Instagram, Inc. and Meta from and against any and all liability, claims or actions of any kind whatsoever for injuries, illnesses, damages or losses to persons and property, including bodily injury and death, which may be sustained in connection with accessing the Website, submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use or misuse of any prize awarded any travel related thereto, 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. Winners shall bear all risk of loss or damage to their prize after it has been delivered. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Except where prohibited by law, each winner grants to Sponsor and its designees, the right to print, publish, broadcast and use their name, voice, statement, picture or other likeness for public relations, advertising and promotional purposes as may be determined by Sponsor, in any media now known or hereafter discovered, worldwide, including the Internet without review, notification, approval, 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. Any communication between entrant, Administrator and/or Sponsor or its other agencies regarding the 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 winner's list.

12. WINNER'S LIST: For the names of the winners, send a self-addressed, stamped envelope by May 9, 2025 to: STARRY Refresh Yourself With The Ultimate Festival Sweepstakes – North Retail Winner's List Request, PO Box 130, c/o GSE, Dept. 25-8104-01-A, Glencoe, MN 55336-0130.

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

STARRY is a registered trademark of Portfolio Concentrate Solutions UC.

Festival Entities are not Sponsor of the Sweepstakes, and are in no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizes. All inquiries regarding the Sweepstakes should be directed to Sponsor.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Inc. or Meta. Any questions, comments or complaints regarding this Sweepstakes shall be directed to the Sponsor and not to Instagram, Inc. or Meta.

Appendix – Zip Codes for Prize Pool #1

40311, 40312, 40313, 40330, 40334, 40342, 40347, 40350, 40351, 40356, 40358, 40360, 40361, 40371, 40372, 40374, 40376, 40380, 40383, 40385, 40390, 40391, 40403, 40422, 40440, 40464, 40468, 40475, 40502, 40503, 40504, 40505, 40507, 40508, 40509, 40510, 40511, 40513, 40514, 40515, 40516, 40517, 40601, 41002, 41004, 41034, 41039, 41041, 41043, 41044, 41049, 41055, 41056, 41093, 41101, 41102, 41121, 41129, 41132, 41135, 41139, 41141, 41143, 41144, 41146, 41164, 41166, 41168, 41169, 41174, 41175, 41179, 41183, 41189, 41307, 41311, 41352, 41397, 41408, 41421, 41425, 41472, 43001, 43003, 43004, 43013, 43015, 43016, 43017, 43021, 43023, 43025, 43026, 43029, 43031, 43035, 43040, 43045, 43046, 43054, 43055, 43056, 43061, 43062, 43064, 43065, 43066, 43067, 43068, 43071, 43074, 43076, 43080, 43081, 43082, 43085, 43102, 43103, 43105, 43107, 43110, 43112, 43113, 43115, 43116, 43119, 43123, 43125, 43130, 43135, 43136, 43137, 43138, 43140, 43143, 43145, 43146, 43147, 43148, 43149, 43150, 43152, 43153, 43154, 43155, 43162, 43163, 43164, 43201, 43202, 43203, 43204, 43205, 43206, 43207, 43209, 43210, 43211, 43212, 43213, 43214, 43215, 43217, 43219, 43220, 43221, 43222, 43223, 43224, 43227, 43228, 43229, 43230, 43231, 43232, 43235, 43240, 43344, 43701, 43720, 43723, 43725, 43727, 43728, 43730, 43731, 43732, 43734, 43739, 43746, 43748, 43749, 43755, 43756, 43758, 43760, 43762, 43764, 43766, 43767, 43771, 43772, 43773, 43777, 43778, 43780, 43782, 43783, 43787, 43802, 43811, 43812, 43821, 43822, 43824, 43830, 43843, 43844, 43845, 45011, 45013, 45014, 45015, 45042, 45044, 45050, 45053, 45056, 45064, 45067, 45069, 45101, 45107, 45113, 45118, 45121, 45130, 45144, 45146, 45148, 45154, 45159, 45167, 45168, 45169, 45171, 45177, 45601, 45612, 45613, 45614, 45616, 45619, 45620, 45623, 45628, 45629, 45631, 45638, 45644, 45645, 45646, 45647, 45648, 45650, 45652, 45653, 45657, 45658, 45659, 45660, 45661, 45662, 45663, 45669, 45671, 45673, 45678, 45679, 45680, 45681, 45682, 45684, 45685, 45686, 45688, 45690, 45693, 45694, 45696, 45697, 45701, 45710, 45711, 45723, 45732, 45735, 45741, 45743, 45760, 45761, 45764, 45766, 45769, 45770, 45771, 45772, 45775, 45776, 45778, 45780