BAYA ENERGY® 2022 Electric Bike Giveaway Healthcare
(“PROMOTION”)
OFFICIAL RULES

NO PURCHASE NECESSARY. SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER (19 in AL and NE) AT THE TIME OF ENTRY. SEE POINT-OF-SALE FOR SWEEPSTAKES START AND END DATES. (THE “SWEEPSTAKES PERIOD”.) VOID WHERE PROHIBITED.

1. PROMOTION PERIOD: The Promotion begins at 12:00:00 a.m. Central Time (“CT”) on August 1, 2022 and ends at 11:59:59 p.m. CT on September30 2022 (the “Promotion Period”).

2. HOW TO PARTICIPATE: During the Promotion Period, you can participate via the following methods:
   (a) NO PURCHASE NECESSARY. QR Code Entry: Look for a QR code on the “GRAB A BAYA ENERGY” display materials and scan the code to play from your mobile device. By scanning the QR code, you will be taken to the Website (as defined below), where you must follow the on-screen registration instructions.
   (b) OR NO PURCHASE NECESSARY Internet Participation: To play via the Internet for free and without scanning the QR code, visit https://www.nsmshop.com/2022-baya-bike-healthcare-rs/ (the “Website”) and follow the on-screen registration instructions.

   Limit one (1) entry per person or email address, per day regardless of method of entry. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT. The time clock of the Promotion administrator is the official clock for this Promotion. Limit one (1) prize per person throughout the Promotion Period.

In the event of dispute over the identity of a potential winner, an entry will be declared made by the authorized account holder of such email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes his or her email, wireless phone number or postal address during the Promotion Period. To notify Sponsor of any changes of address or email address, email North Star Marketing (Info@nsmonline.com) and provide the new information. Include “2022 Electric Bike Giveaway Healthcare” in the subject line. Each entry must be manually keystroked and manually entered by the individual participants; automated and/or repetitive electronic entries (including but not limited to entries made using any script, macro, bot, or promotion service) will be disqualified and transmissions from these or related email/IP addresses may be blocked. Sponsor not responsible for any lost, incorrect, or misdirected e-mails.

3. ELIGIBILITY: Sweepstakes open only to legal residents of the U.S. residing in the fifty (50) United States or D.C. who are 18 years of age or older (19 in AL and NE) as of the date of entry. Employees of Participating Location, Pepsi-Cola Company (“Sponsor”) and its bottlers, and all of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers and advertising, promotional or judging agencies and immediate family members of such employees and persons living within the same household as such employees are not eligible to win (collectively, “Sponsor and Promotion Parties”). Limit one (1) prize per name, address and/or household.

4. PRIZES: A total of two (2) Grand Prize Packages will be awarded, each consisting of one (1) folding electric mountain bike. Approximate Retail Value (“ARV”) of each Prize Package: $999. A total of twenty-five (25) First prize packages each consisting of (1) charger and (1) T shirt. Approximate Retail Value (“ARV”) of each prize package is $10 will also be awarded.

5. WINNER SELECTION, VERIFICATION AND ODDS: A total of two (2) Grand Prize Packages and a total of twenty-five (25) First prize packages will be available to be won during the Promotion Period. All Prize Packages will be awarded no later than July 31, 2022. Prizes will be awarded based on a computer-generated formula. Odds of winning any Prize depend on the number of valid entries and number of Prizes remaining in the Promotion at the time of entry.

   Potential Prize winners may be required to sign and return, where legal, an Affidavit of Eligibility and Release of Liability and Publicity, and a W9 IRS form within two (2) days of notification that he/she is a potential winner, unless prohibited by law. No potential winner will be an official winner until all required paperwork has been returned and eligibility has been formally verified by Sponsor (if required). If a potential winner fails to comply with these Official Rules and/or to submit all required documentation within the designated time period, he/she will be automatically disqualified, and the Prize may be awarded to an alternate winner. Upon forfeiture of any Prize, no compensation will be given.

6. SECOND CHANCE DRAWING: A Second Chance Drawing may be held on or about October 1, 2022 for any unclaimed prizes. Drawing will be conducted by an independent judging organization whose decisions are final. Second Chance Drawing winners will be randomly selected from among all eligible web entries received during the Promotion Period. Odds of winning the Second Chance Drawing depend upon the number of unclaimed prizes and the number of eligible web entries received throughout the Promotion Period. Limit one (1) Prize per person, household, street address, and/or email address. Second Chance Drawing winners will be notified by email within one (1) day of the drawing at the email addressed used at registration.

7. 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. Except as determined by Sponsor in its sole discretion, 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. Prize winners will be solely responsible for all applicable federal, state and local taxes on Prizes. If applicable, winners will receive an IRS Form 1099 for the retail value of the prize. Sponsor reserves the right to substitute a Prize of equal or greater value in the event a prize or any portion of a Prize becomes unavailable. Any portion of a Prize not accepted by winner will be forfeited. Any difference between stated ARV of Prize and actual value of Prize will not be awarded.

8. CONDUCT: By entering this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at the Website throughout the Promotion Period. Any information collected shall be in accordance with the Pepsi-Cola Company’s Privacy policy available at http://policy.pepsi.com/privacy.htm. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion or any website; 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 TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS OF LIABILITY: Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, incomplete 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 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 the Internet or the Website or cellular phone service or any combination thereof; (e) any injury or damage to participants' or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Promotion or download of any materials in the Promotion or from the Website, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit a participant's ability to participate in the Promotion. 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 which may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion Period in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed random 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 participant in connection with the Promotion. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Promotion Period for clarification purposes without materially affecting the terms and conditions of the Promotion.

10. WINNER RELEASES: All entrants, as a condition of participating in the Promotion, 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 or property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Promotion, the receipt, ownership, or misuse of any prize awarded, or while preparing for, participating in, or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize. Sponsor and Promotion Parties (a) make no warranty, guaranty, or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty. The winners shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, each winner grants to Sponsor the right to print, publish, broadcast, and use worldwide in any media now known or hereinafter known (including without limitation use online at the Website) such winner's name, address, voice, statement, picture, or other likeness, without additional compensation, for public relations, advertising, and promotional purposes as may be determined by Sponsor, as applicable.

11. ADDITIONAL TERMS: Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.

    Sponsor will not accept screenshots or other evidence of winning in lieu of its validation process. Any entry that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

    Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

12. WINNERS LIST: For the names of the prize winners, send a self-addressed, stamped envelope by October 14, 2022 to "2022 Electric Bike Giveaway Healthcare" Winners List c/o North Star Marketing PO BOX 516 Eagle River, WI 54521

13. SPONSOR: Pepsi Beverages Company 5600 Headquarters Dr. Plano, TX 75024

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