

## ROCKSTAR® “2020 SUMMER” SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. SWEEPSTAKES ONLY OPEN TO LEGAL RESIDENTS OF THE U.S. RESIDING IN ONE OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER (19 in ALABAMA or NEBRASKA) AT THE TIME OF ENTRY. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL U.S. RESIDENT. SWEEPSTAKES BEGINS AUGUST 7, 2020 AND ENDS SEPTEMBER 28, 2020. VOID WHERE PROHIBITED.**

**1. HOW TO ENTER:** No purchase, and no entry fee, payment or proof-of-purchase necessary to participate in the Rockstar “2020 Summer” Sweepstakes. The Sweepstakes begins on August 7, 2020 at 12:00:00 p.m. ET and ends on September 28, 2020 at 11:59:59 p.m. ET (the "Sweepstakes Period").

#### **THERE ARE TWO (2) WAYS TO ENTER THE SWEEPSTAKES:**

**a) To enter via text message:** During the Sweepstakes Period, purchase one (1) 16 oz. can of Rockstar Energy Drink (any variety) at a participating retailer location and use your mobile phone to text “**RIDE**” to **22639**, and follow the instructions to register and to text an image of your entire receipt, to receive one (1) entry into the Sweepstakes. The retailer logo, date, time of purchase and total must be visible on the image of the receipt submission. Participants must have a mobile phone with text messaging capabilities to enter by text message. **By participating, participants agree to receive up to four (4) reply text messages per entry about the Sweepstakes from Sponsor. Participants entering this Sweepstakes via text message may incur a standard text message and data charge from their wireless service provider for each message sent and received.** Check with your wireless service provider for details on these and any other applicable changes. You are solely responsible for any such wireless charges. Not all wireless carriers participate.

**b) NO PURCHASE NECESSARY. To enter without purchase or sending a text:** Hand print your first and last name, complete street address, daytime phone number, date of birth, and email address on a 3” x 5” index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed and mail it to: Rockstar 2020 Summer Sweepstakes, PO Box 490, Southfield, MI 48037. Mail-in entries must be postmarked by September 28, 2020 and received by October 5, 2020.

**Limit one (1) entry per stamped-outer envelope.**

**Limit one (1) entry person/phone number/email address regardless of method of entry per “Day.” A “Day” is defined as a twenty-four (24) hour time period beginning at**

12:00:00 a.m. (midnight) ET and ending at the following 11:59:59 (midnight) p.m. ET except for the first day which starts at 12:00 pm ET.

No photocopied or mechanically reproduced entries accepted. Entries become property of Sponsor and will not be returned.

**Proof of submitting an entry does not constitute proof of delivery. All entries become the property of Sponsor and will not be returned to entrant. Every entry must be manually keystroked and 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 game service) will be disqualified and transmissions from these or related phone numbers may be blocked.**

If entering via text message, the person submitting the Sweepstakes entry must be the authorized account holder/user of the mobile phone number, otherwise entry shall be deemed void. In the event of dispute over the identity of a potential winner, entries will be declared made by the registered user of the mobile phone number used 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/user of the mobile phone number submitting the entry.

IMPORTANT: Proof of sending a text message does not constitute proof of delivery to or receipt by Sponsor. You may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating "STOP RIDE" to 22639. If you send a text message stating "HELP RIDE" to 22639, you will be sent a reply text message, which will include contact information for customer support for the Sweepstakes. You can also email [rockstar@prizelogic.zendesk.com](mailto:rockstar@prizelogic.zendesk.com) or call 1 (855) 938-4744 for customer support for the Sweepstakes.

**2. ELIGIBILITY:** YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN ONE OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER (19 in ALABAMA or NEBRASKA) AT THE TIME OF ENTRY, and you must have a valid Motorcycle operating license, permit, and/or related operating endorsement as required by your place of residence at both the times of entry and receipt of prizing to be eligible to win. Potential winners may be required to provide proof of legal U.S. residency, as well as proof of any such required motorcycle operating license, permit, and/or related operating endorsement, if requested by Sponsor, to determine eligibility and as a condition of Grand Prize award. Employees of PepsiCo, Inc., Pepsi-Cola Company and its bottlers, and all of their respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies (collectively, "Sponsor and Promotion Parties") and the immediate family members of each, are not eligible to participate or win.

**3. PRIZES:** Five (5) Grand Prizes will be awarded, each consisting of one (1) custom Rockstar Harley-Davidson® Street Bob® motorcycle (all accessories and custom

details are determined at the sole discretion of Sponsor). Estimated Retail Value (“ERV”) of each Grand Prize: \$16,343. Total ERV of all Grand Prizes: \$81,717.

**Grand Prize General Terms:** The Grand Prize winners must make arrangements to pick up or otherwise make arrangements to receive the Harley-Davidson motorcycle within thirty (30) days of Sponsor and/or Harley-Davidson notification that the prize is ready for pick-up. Grand Prize motorcycles shall in each case be awarded to the Grand Prize winner(s) by an individual Harley-Davidson dealer, as selected at the sole discretion of Sponsor; all Grand Prize customization shall be arranged with such dealer and the Grand Prize winners, in each case subject to the terms herein. In the event that a Grand Prize winner does not pick up or otherwise receive the Harley-Davidson motorcycle within thirty (30) days, the Grand Prize will be forfeited and neither Sponsor nor Harley-Davidson shall any further responsibility or liability to that Grand Prize winner.

**Limit one (1) Grand Prize per person/household.**

**4. PRIZE DRAWING:** Grand Prize Winners will be selected in a random drawing on or about October 6, 2020, from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend upon the number of eligible entries. Drawing will be conducted by an independent judging organization whose decisions shall be final. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent Sweepstakes.

**5. WINNER NOTIFICATION:** Potential Grand Prize winners will be notified by phone and/or email at the phone number or email address provided by the entrant at the time of entry. Grand Prize winners will be required to claim their prizes within five (5) days of notification by signing and returning an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law). In order to claim Grand Prize, additional releases and/or waivers of liability required by any applicable sanctioning body may also be required as appropriate. In the event the Affidavit and Release is not returned within five (5) days, Grand Prize may be forfeited, and an alternate winner may be selected from among all remaining eligible entries. Sponsor and Promotion Parties are not responsible for suspended or discontinued wireless or online services which may result in a potential winner not receiving initial prize notification and/or his/her prize. A prize may also be forfeited in the event that any winner notification or prize returned as undeliverable without a forwarding address. Any portion of a prize not accepted by the winner will be forfeited. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Unclaimed prizes will not be awarded. Allow eight (8) to ten (10) weeks after verification for delivery of Grand Prize following the notification process. Prizes will only be delivered to addresses within the United States. **Sponsor and Promotion Parties are not responsible for any change in entrant's mailing address and/or telephone number.**

**6. GENERAL:** 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 (unless at the sole discretion of Sponsor). Any difference between the approximate prize value and the actual prize value will not be awarded. Prize winner will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winner may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited.

**7. CONDUCT:** By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the judges that shall be final and binding in all respects. The Official Rules will be posted on [rockstarrules.prizelogic.com](http://rockstarrules.prizelogic.com) (the "Website") throughout the Sweepstakes Period. 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 Sweepstakes or the 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 BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY 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 FROM ANY SUCH PERSON 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, 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 this 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 or the Website; (d) any injury or damage to participants or to any other person's phone which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, 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 Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. This Sweepstakes is governed by the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, you 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 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 Participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g. costs associated with entering), and Participants further waive all rights to have damages multiplied or increased.

**9. RELEASES:** All entrants, as a condition of entry into the Sweepstakes, 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 accessing the Website, submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use 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. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except for residents of Tennessee and where prohibited by law, winners grant 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) the 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.

**10. WINNERS LIST:** For the list of the Grand Prize winners, send a self-addressed, stamped envelope before November 6, 2020 to: Rockstar 2020 Summer Sweepstakes Winners List Request, PO Box 490, Southfield, MI 48037.

**11. SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604.