

THIS GAME IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**STARRY HITS DIFFERENT™ INSTANT-WIN GAME (“GAME”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. DATA RATES MAY APPLY IF PARTICIPATING VIA A MOBILE DEVICE.

1. ELIGIBILITY: The Game is open only to legal U.S. residents residing in one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older (19 or older if a resident of Alabama or Nebraska) at the time of participation. The following persons are not eligible to participate or win: employees, contractors, directors and officers of PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, Propac Agency (“Administrator”), 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 this Game (collectively, “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 Game). No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members.

2. GAME PERIOD: The Game begins at 12:00:00 p.m. (noon) Central Time (“CT”) on September 18, 2023 and ends at 11:59:59 p.m. CT on November 18, 2023 (“Game Period”). The Administrator’s computer is the official time-keeping device of the Game.

3. HOW TO PARTICIPATE: During the Game Period, there are two (2) ways to participate as described below.

A. Play via TikTok: Use your mobile device to scan the code found on displays advertising the Game. You will be directed to the Starry® TikTok profile to view a short video. Next, use the filters* and/or click on the Linktree hyperlink to view access to the Game Website. Next, click on the Game Website link, and then follow the online instructions to properly submit an online play to determine if you have won an Instant-Win Prize (subject to verification) and to receive one (1) entry into the Grand Prize Drawing (a “Play”).

*If you are not a registered member of TikTok, you may register for a free TikTok account at TikTok.com to participate via this method. Use of filters and sharing content with your followers is for entertainment purposes only. Shared content must contain #StarrySwagSweeptakes.

B. Play via the Game Website: To play without scanning the code and using TikTok, visit starryhitsdifferentcollegemerch.com (“Game Website”) and follow the online instructions to properly submit an online play to determine if you have won an Instant-Win Prize (subject to verification) and to receive one (1) entry into the Grand Prize (also, a “Play”).

See below for additional information on the “The Instant-Win Game” and the “Grand Prize Drawing”.

Limit one (1) Play per person/email address per day. Multiple code scans or use of filters and sharing content will not result in multiple Plays. You must access the Game Website, complete the registration process and submit a Play for a chance to win a prize. A “day” is defined as each twenty-four (24) hour time period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT of the same day except the first day of the Game Period which is defined as beginning at 12:00:00 p.m. CT and ending at 11:59:59 p.m. CT of the same day.

THE INSTANT-WIN GAME: Randomly-selected times, during the Game Period, will be chosen by the Administrator, and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by Administrator’s computer at or immediately after a randomly-selected time) will win an Instant-Win Prize (subject to verification). If your computer screen or mobile device displays a prize-winning message, you are a potential winner of an Instant-Win Prize (subject to verification). If your computer screen or mobile device displays a non-winning prize message, you are not a winner of an Instant-Win Prize. For clarity: For each Play, the participant will receive one (1) entry into the Grand Prize Drawing regardless of the outcome of their Instant-Win Game Play. Odds of winning a prize depend on the number of eligible Plays received and the order in which they are received. **Limit one (1) Instant-Win Prize per person/email address.**

THE GRAND PRIZE DRAWING: One (1) potential Grand Prize winner will be selected in a random drawing on or about November 20, 2023 from among all eligible Plays received for the Instant-Win Game (the “Grand Prize Drawing”). The random drawing will be conducted by the Administrator, whose decisions are final. Odds of winning the Grand Prize depend on the number of eligible Plays received. The Grand Prize winner is eligible to win one (1) Instant-Win Prize.

See Section 4 for prize details. All Plays must be properly received and recorded within the Game Period in order to be eligible to win a prize.

ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE GAME WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL THE PARTICIPANT’S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND

PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SCREEN SHOTS ARE NOT PROOF OF WINNING STATUS.

Participants cannot solely play the Game by scanning the code on a Game advertisement; they must complete the registration process and submit a Play as indicated at the Game Website. Participants must have a smart phone or other web-enabled device with a camera feature or code reader application and may incur data charges from their wireless service provider for each use of the code, depending on their service plan. Participants are solely responsible for any such wireless charges associated with such use, including the downloading (if applicable) and use of the code reader. If you do not have a code reader on your phone, search for one in your mobile device's application store to find available code readers for your phone or device. Code readers may not be available on all devices. Check with your wireless service provider for details on these and any other applicable charges. Use of a mobile device is not required to submit a Play or win a prize in this Game.

All participants must have a valid email address. Multiple participants may not share the same email address. The name of the person submitting a Play into the Game must be the name of the authorized account holder of the email address used to submit a Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address used to participate. A potential winner may be required to provide identification sufficient to show they are the authorized account holder of such email account.

Proof of delivery of a Play will not be deemed by the Sponsor as proof of submitting a Play into this Game. Each Play must be manually key stroked and/or 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 such scripts, macros, bots, sweepstakes services or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses or mailing addresses for the purpose of submitting more than the stated number of Plays is prohibited and such persons will be disqualified and all of their Plays shall be deemed invalid and any prize won shall be forfeited.

4. PRIZE DETAILS:

One (1) Grand Prize – Awarded via the Random Drawing: Two (2) tickets to an NBA basketball game for the 2023-2024 regular season game (located in the U.S. and near winner's residence), of winner's choice. Grand Prize Conditions below apply. Approximate Retail Value ("ARV"): Up to \$370.00 (\$185.00/ticket).

Instant-Win Prizes – Awarded via the Instant-Win Game: All Instant-Win Prizes will be randomly awarded throughout the Game Period. Instant-Win Prizes are listed as follows: Prize Quantity / Prize Description / ARV of each prize.

- Twelve (12) / Zion Williamson autographed jersey / ARV: \$140.00 each.
- Four (4) / Zach LaVine autographed jersey / ARV: \$140.00 each.
- Fifty (50) / \$500 pre-paid debit card (subject to terms and conditions as set by issuer) / ARV: \$500.00 each.
- Twenty-four (24) / Starry® logo bomber jacket, size XL / ARV: \$88.00 each.
- Twenty-four (24) / Starry® logo hoodie, size XL / ARV: \$42.00 each.
- Twenty-four (24) / Starry® logo sweatshirt, size XL / ARV: \$32.00 each.

Grand Prize Conditions: Transportation, accommodations, parking, meals, gratuities, souvenirs, and all other expenses not specified herein are solely the winner's responsibility. Final determination of game selection is subject to availability and at Sponsor's sole discretion. Game is subject to change and cancellation. Sponsor assumes no responsibility for a canceled, delayed, suspended or rescheduled game. If the guest is a minor, he or she must be accompanied by their parent or legal guardian at the game who must be the winner. Seating assignments shall be determined at Sponsor's sole discretion. Game tickets are subject to terms and conditions as set by issuer, including any redemption requirements such as downloading a ticketing app and/or presenting tickets via mobile device. Sponsor is not liable for any missed events or opportunities or expenses incurred as a consequence of any transportation delay or in the event winner and/or a guest is late to the game (through no fault of Sponsor or due to Force Majeure Event). Winner and guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. The Sponsor or venue personnel reserves the right to revoke the full or partial prize from any winner or guest who the Sponsor or venue personnel deem in any of their sole discretion, may be intoxicated, be a safety risk, have violated the ticket or venue rules, fail to comply with any applicable health and safety protocols, or bring the Sponsor or Promotion Parties into disrepute. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent event or for cash. Game 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. Winner agrees that acceptance of the prize and use of the prize by winner and their guest is done so entirely at their own initiative, risk, and responsibility.

Total ARV of all prizes is up to \$31,498.00.

5. WINNER VERIFICATION AND NOTIFICATION: Each potential winner will receive an email from the Administrator within forty-eight (48) hours of their winning Play (for potential Instant-Win Prize winners) or the Grand Prize Drawing (for the potential Grand Prize winner)

The email will provide instructions on how to claim the prize and the prize must be claimed within forty-eight (48) hours of email notification or prize may be forfeited and awarded to an alternate winner. If (a) an attempted prize notification or prize is returned as undeliverable; (b) a potential winner does not properly claim their prize (as instructed within the notification); (c) a potential winner cannot be verified; or (d) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Instant-Win Prizes will be shipped within six (6) to eight (8) weeks of winner verification.

6. GENERAL: This Game 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. 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 prize is offered, no transfer of prize to a third party is permitted and non-cash prizes 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 becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this Game, participants 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 Game, 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 participants' actual out-of-pocket expenses (e.g. costs associated with participating), and participants 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 prize, if any. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted or used by winner for any reason will be forfeited. Any difference between stated value and actual value will not be awarded.

7. CONDUCT: By participating in this Game, participants agree to be bound by these Official Rules and the decisions of the Sponsor and/or Administrator which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Game; 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 PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE GAME WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME 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.

8. LIMITATIONS OF LIABILITY: Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information submitted by participant, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Plays at any point in the operation of this Game; (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 Game; (d) inaccessibility or unavailability of any network or wireless service or the Game Website; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to participants or to any person's computer or web-enabled device or property which may be related to or resulting from any attempt to participate in the Game or download of any materials in the Game; (g) suspended or discontinued wireless or online service which may result in a potential winner not receiving a prize notification; (h) any change in participant's email address or mailing address; or (i) any undelivered or unanswered emails, including without limitation, emails that are not received because of the winner's privacy or spam filter settings which may divert any Game-related email, including any winner notification email, to a spam or junk folder. If, for any reason, the Game 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 this Game, then Sponsor and the Administrator reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Game in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at the Game Website and a random drawing will be held from among all eligible, non-suspect Plays received prior to such time. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any participant (and all of their Plays) from this Game or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the participant tampers with the entry process or if his or her fraud or misconduct affects the integrity of this Game. Sponsor reserves the right to correct errors in promotional materials. 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'S OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

9. DISCLAIMER: No more than the stated number of prizes will be awarded. In the event that a programming, production, seeding or printing error or any other reason causes more than the stated number of prizes, as set forth in these Official Rules, to be available,

awarded, and/or claimed, Sponsor reserves right to award only the stated number of prizes.

10. RELEASE OF LIABILITY: All participants, as a condition of participation, agree to release Sponsor, Promotion Parties, and TikTok from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property, including bodily injury and death, which may be sustained in connection with submitting an Play or otherwise participating in any aspect of the Game, the receipt, ownership or use or misuse of any prize awarded or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize. Each winner shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, winners grant to Sponsor 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 or Promotion Parties in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and 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 participant and Sponsor or its agencies regarding this Game (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 winners' list.

11. WINNERS' LIST REQUEST: For a list of winners, send a self-addressed, stamped envelope, to be received by December 22, 2023, to: STARRY Hits Different Instant-Win Game Winners' List Request, P.O. Box 2334, Addison, TX 75001.

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

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