

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

**BIG GAME 2023 SWEEPSTAKES AT DELAWARE NORTH (“SWEEPSTAKES”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 1, 2022 at 12:00:00 p.m. Eastern Time (“ET”) and ends on November 30, 2022 at 11:59:59 p.m. ET (“Sweepstakes Period”). The time clock of the Administrator’s (“Administrator” as defined in Section 3) computer is the official timekeeping device for this Sweepstakes.
- 2. HOW TO ENTER:** During the Sweepstakes Period, sign up to be a Lucky North® Club member to automatically receive one (1) entry into the Sweepstakes as described below. By providing your contact information for the Lucky North Club, during the Sweepstakes Period, you are authorizing its release to Sponsor and/or its Administrator (defined in Section 3) solely for purposes of entering the Sweepstakes and receiving communications from them if you are selected as a potential winner.

You can sign up to become a Lucky North Club member, for free, by visiting the players club area at any of these participating locations: Finger Lakes Gaming & Racetrack (Farmington, NY), Hamburg Gaming (Hamburg, NY), Daytona Beach Racing & Card Club (Daytona Beach, FL), Orange City Racing & Card Club (Orange City, FL), Southland Casino Racing (West Memphis, AR), Mardi Gras Casino and Resort (Cross Lanes, WV) or Wheeling Island Hotel-Casino-Racetrack (Wheeling, WV) (collectively, the “Participating Locations”). See Section 3 for eligibility; you must reside in one of the eligible states as listed below. **SWEEPSTAKES IS VALID FOR NEW LUCKY NORTH CLUB MEMBERS ONLY.**

Bonus Entries: During the Sweepstakes Period, and once enrolled in the Lucky North Club, one (1) additional entry into the Sweepstakes is earned with each additional day of play by entrant using your new Lucky North® Club Card at any of the Participating Locations.

Limit one (1) initial entry per person. Limit one (1) bonus entry per person per day. 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 with the exception of the first day of the Sweepstakes which shall begin at 12:00:00 p.m. ET and end at 11:59:59 p.m. ET.

All entrants must provide either a valid email address or phone number at the time of signing up to become a Lucky North Club member. In the event of a dispute over the identity of an entrant, entry will be declared made by the authorized account holder of the email address or phone number connected to the Lucky North Club member account. A potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email account or phone number. 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 the stated number of entries, such person will be disqualified and any prize won, shall be forfeited.

- 3. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents of Alabama, Arkansas, Florida, Mississippi, New York, Ohio, Pennsylvania, Tennessee and West Virginia who (a) sign up to become a Lucky North Club member during the Sweepstakes Period and (b) are either 18 or older, 19 or older or 21 or older in accordance with the age requirements as stated below.

If you are signing up to become a Lucky North Club member at Finger Lakes Gaming & Racetrack (Farmington, NY), Hamburg Gaming (Hamburg, NY), Daytona Beach Racing & Card Club (Daytona Beach, FL) or Orange City Racing & Card Club (Orange City, FL), you must be 18 years of age

or older (19 years of age or older if you are a resident of Alabama) at the time of signing up for the Lucky North Club.

If you are signing up to become a Lucky North Club member at Southland Casino Racing (West Memphis, AR), Mardi Gras Casino and Resort (Cross Lanes, WV) or Wheeling Island Hotel-Casino-Racetrack (Wheeling, WV) you must be 21 years of age or older at the time of signing up for the Lucky North Club.

For clarity: This Sweepstakes is only open to eligible individuals who sign up to become a Lucky North Club member during the Sweepstakes Period. The Sweepstakes is not open to existing Lucky North Club members.

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, Delaware North Companies, Inc., Genesco Sports Enterprises, Inc. ("Administrator"), and each of their respective parent, subsidiary and affiliated companies, participating locations, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively the "Sweepstakes Entities"), 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 DRAWING: The potential winner will be selected in a random drawing to be held on or about December 1, 2022 from among all eligible entries received by the Administrator during the Sweepstakes Period. All decisions made by the Administrator are final in all matters relating to this Sweepstakes. Odds of winning a prize depend on the number of eligible entries received. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes.

5. PRIZE DETAILS: One (1) prize will be awarded, consisting of a trip for winner and winner's one (1) guest to the professional football game ("Game") scheduled to take place on February 12, 2023 in Glendale, Arizona. Travel dates: February 9, 2023 – February 13, 2023. The prize includes two (2) Game tickets; round-trip coach air transportation for winner and one (1) guest from a major airport nearest winner's home to Arizona; double-occupancy, standard hotel accommodations for four (4) nights; Game party (as determined by Sponsor, in Sponsor's sole discretion); shared-bus transportation from hotel to Game and back to hotel after the Game; two (2) commemorative gift bags; and \$750.00 (awarded in the form of a check, payable to winner). Additional restrictions/conditions apply: See below for Prize General Terms.

Approximate Retail Value ("ARV"): \$14,650.00, depending on winner's point of departure and destination airport.

Prize General Terms: Ground transportation (other than as stated above), upgrades, meals, gratuities, souvenirs, luggage fees, and all other expenses not specified herein are solely the winner's responsibility. A minor child may accompany winner as a guest only if minor's parent or legal guardian is the winner. Minor must be accompanied at all times during the Game by minor's parent or legal guardian. The guest (or his/her parent or legal guardian if guest is a minor) must complete and return a Liability/Travel Release to the Administrator prior to Sponsor's designated travel agency making travel arrangements. Once the guest is selected, he or she may not be substituted, except in Sponsor's sole and absolute discretion. Travel and accommodations are subject to availability and change. If 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 subject to availability and restrictions. Selection of airport, airline and hotel is at Sponsor's sole discretion. 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. Game is subject to availability, change, and cancellation. Sweepstakes

Entities assume no responsibility for canceled, delayed, suspended or rescheduled events (including, but not limited to airline flights and Game) 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 their 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. Sweepstakes Entities are 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. Sweepstakes Entities are not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. If winner resides within 250 miles of Glendale, Arizona, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. 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) 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 must accept prize as stated by Sponsor or prize may be forfeited.

Resale of Game tickets is strictly prohibited. Game tickets are subject to certain terms and conditions as specified thereon, including the requirement that winner must download a mobile ticket app (valid email address required) and present tickets at stadium via a mobile device. Message and data rates may apply. 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 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 any venue or other governing law, fail to comply with health and safety protocols, or bring the Sponsor and 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.

Winner and guest irrevocably waive all claims against Sweepstakes Entities, and agree that Sweepstakes Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes, the prizes awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of entrant's participating in the Sweepstakes and related prize activities (e.g., travel, Game), wherever, whenever or however the same may occur. Winner and guest must abide by all venue, federal, state and local COVID-19 guidelines while in attendance at the Game. Winner and guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols that will be implemented from time to time by a governing authority (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Any and all Protocols shall be communicated to winner at the time of winner notification.

6. GENERAL: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within Erie County, New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket

expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Sweepstakes, 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 or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

Void where prohibited. Potential winner 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 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 becomes unavailable. Unclaimed prize will not be awarded. Winner will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Winner will be required to give their social security number to Sponsor as a condition of receiving the prize and winner will receive an IRS Form 1099 for the retail value of their prize. 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 Sweepstakes, entrants 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. Sweepstakes Entities reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; 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 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.**

8. LIMITATIONS OF LIABILITY: Sweepstakes Entities 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 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; (d) inaccessibility or unavailability of any network or wireless service related to the Sweepstakes; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to entrants 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 Sweepstakes or download of any materials in the Sweepstakes. 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 this Sweepstakes, then Sweepstakes Entities reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at the participating locations and a random drawing will be held from among all eligible, non-suspect entries received prior to such time. Sweepstakes Entities reserve the right, at their sole discretion, to disqualify any entrant (and all of their entries) from this Sweepstakes or any other promotion conducted now or in the future by the Sweepstakes Entities if the entrant tampers with the entry

process or if their fraud or misconduct affects the integrity of this Sweepstakes. Sweepstakes Entities reserve the right to correct errors in promotional materials.

9. WINNER NOTIFICATION: The potential winner will be notified by email. The email will provide information regarding how to claim prize. The prize must be claimed within seventy-two (72) hours of email notification or prize may be forfeited and awarded to an alternate winner. As part of the prize-claim process the potential winner 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 the time period stated above. Failure to return all required documents within seventy-two (72) hours may result in prize forfeiture and the awarding of the prize to an alternate winner. If any prize notification or prize is returned as undeliverable, if a potential winner does not properly claim their prize (as instructed within the notification); if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. The prize will only be awarded to eligible entrants residing in an eligible area as stated in Section 3. Sweepstakes Entities are not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address, which may result in a potential winner not receiving prize notification. Sweepstakes Entities are not responsible for any undelivered emails, including without limitation, emails that are not received because of the winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder.

10. RELEASE OF LIABILITY: All entrants, as a condition of participation, and winner, by acceptance of a prize, agree to release Sweepstakes Entities 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 entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use or misuse of any prize awarded, 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. Winner shall bear all risk of loss or damage to their prize and/or prize documentation after it has been delivered. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty included in the prize packaging. Except where prohibited by law, winner grants to Sweepstakes Entities the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, winner's name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sweepstakes Entities, 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 <http://policy.pepsi.com/privacy.htm>. Any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winner's name may be included in a publicly-available winner's list.

11. WINNER'S LIST: For the name of the winner, send a self-addressed stamped envelope by January 4, 2023 to: Big Game 2023 Sweepstakes at Delaware North Winner's List, PO Box 130, c/o GSE, Dept. 22-8113-11, Glencoe, MN 55336-0130.

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

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