POWERADE® FALL FOOTBALL PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY

1. **PROMOTION DESCRIPTION**: The **POWERADE**[®] Fall Football Promotion ("Sweepstakes") begins on 8/1/23 at 12:00:00 AM Eastern Time ("ET") and ends on 12/11/23 at 11:59:59 PM ET (the "Sweepstakes Period"). The Sweepstakes Period includes a qualifying purchase period which begins on 8/1/23 at 12:00:00 AM (ET) and ends on 11/30/23 at 11:59:59 PM (ET) ("Qualifying Purchase Period"). The Sweepstakes consists of a national sweepstakes (the "National Sweepstakes") wherein eighty-one (81) National Prizes will be available and selected from among all eligible entries received throughout the Promotion Period for the National Sweepstakes; and a college & university specific sweepstakes (the "College Sweepstakes") wherein three (3) College Prizes will be available and selected from among all eligible entries received throughout the Sweepstakes Period for each college/university (sixty-nine (69) college/university prizes in total), as described herein.

Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of BA Sports Nutrition, LLC, a division of The Coca-Cola Company, 17-20 Whitestone Expressway, Suite #401, Whitestone, NY 11357 (**"Sponsor**"), which shall be final and binding in all respects. The administration of the Sweepstakes will be conducted by TPG Rewards, Inc., 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180 (**"Administrator**").

2. **ELIGIBILITY**: Open to legal United States residents residing in the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older. Employees, officers and directors of BA Sports Nutrition, LLC, Administrator, participating colleges & universities, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "**Sweepstakes Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law. Participating colleges & universities are not responsible for the collection, submission or processing of entries or the administration of the Sweepstakes.

3. HOW TO ENTER:

There are two (2) ways to enter the Sweepstakes:

- A) With Purchase: During the Qualifying Purchase Period,
- BUY any one (1) POWERADE® product (any flavor, any size) (collectively, "Participating Products") at retail stores in the U.S. (each a "Qualifying Purchase"). Note: Product returns/exchanges and rainchecks from before the

Sweepstakes Period do not constitute a Qualifying Purchase and will not qualify as an entry into this Sweepstakes;

- **SNAP** a picture of your entire receipt showing Qualifying Purchase and **UPLOAD** it to the National Sweepstakes website or one (1) of the College Sweepstakes websites noted below by the end of the Sweepstakes Period. ANY RECEIPT SUBMISSIONS UPLOADED AFTER THE END OF THE SWEEPSTAKES PERIOD WILL NOT BE ACCEPTED, EVEN IF PURCHASE WAS MADE DURING QUALIFYING PURCHASE PERIOD AND IS OTHERWISE IN COMPLIANCE WITH THESE OFFICIAL RULES. Data rates may apply for submissions made via mobile device. Check with your wireless service provider for any applicable rates and fees. Only Qualifying Purchases are valid for this offer. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the required information is captured in the receipt, which includes retailer name, date of purchase, time of purchase, receipt total and at least one (1) Participating Product/UPC code from a Qualifying Purchase ("Required Information"). All Required Information must be legible in your image(s). For longer receipts, you may submit a picture of the receipt folded ensuring that it shows the Required Information. Blurry and/or unreadable receipt images will be rejected. Star the Qualifying Purchase on your receipt for quicker ALL SUBMISSIONS ARE SUBJECT TO VALIDATION BY verification. ADMINISTRATOR ON BEHALF OF SPONSOR: IF SUBMISSION IS NOT VALIDATED, YOU WILL NOT RECEIVE AN ENTRY. help. For www.winpowertailgate.com.
- **GET** one (1) entry into either the National Sweepstakes <u>or</u> one (1) of the College Sweepstakes (based on your choice) for each Qualifying Purchase uploaded in compliance with these Official Rules once your receipt is validated, subject to the entry limitations stated below.
- B) Without Purchase: During the Sweepstakes Period, you may also enter the Sweepstakes without making a purchase by sending a 3" x 5" piece of paper containing your full name, date of birth, address, city, state, zip code, daytime phone number, email address (if available), and <u>the Website URL of the Sweepstakes (National or specific College/University) you would like to be entered into</u> in an envelope with sufficient postage affixed to: TPG Rewards, ICO: Summer of POWERADE® Fall Football Promotion, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. Mail-in entry must be postmarked by 11/30/23 and received by 12/11/23. Subject to the entry limitations stated herein, you will receive one (1) entry into the Sweepstakes for each mail-in entry received. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, invalid, damaged, stolen, postage due or mutilated mail.

Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with Sponsor's Privacy Policy as noted below in these Official Rules. Limit one (1) entry per person and/or

per email address, per day, for the National Sweepstakes <u>or</u> for one (1) of the College Sweepstakes; and maximum of fifty (50) total entries per person for the entire Sweepstakes. For purposes of these Official Rules, a "day" is defined as any calendar day as determined by the postmark or electronic entry time stamp based on ET (as applicable). Entrants that mail-in an entry are permitted two (2) entries postmarked on a Monday during the Sweepstakes Period; one (1) entry will be submitted for the Monday associated with the postmark and one (1) entry will be submitted for the Sunday prior to the Monday associated with the postmark.

For Purchase Entry, to enter the National Prize Sweepstakes, visit the website <u>www.winpowertailgate.com</u> (the "**National Sweepstakes Website**").

For Purchase Entry, to enter a College Sweepstakes, visit the website associated with the college/university which you would like to have a chance to win (the "**College Sweepstakes Website**" and collectively, with the National Sweepstakes Website, a "**Website**"). The College Sweepstakes Websites are as follows:

College / University Name	Website URL
Georgia Tech University	www.winpowertailgate.com/?georgiatech
Southern California University	www.winpowertailgate.com/?usc
Brigham Young University	www.winpowertailgate.com/?byu
Boston College	www.winpowertailgate.com/?bostoncolleg
University of Iowa	www.winpowertailgate.com/?iowa
University of Arizona	www.winpowertailgate.com/?arizona
Arizona State University	www.winpowertailgate.com/?asu
Army – West Point	www.winpowertailgate.com/?army
Boise State University	www.winpowertailgate.com/?boisestate
Colorado State University	www.winpowertailgate.com/?colorado
University of Georgia (UGA)	www.winpowertailgate.com/?georgia
University of Hawaii, Manoa	www.winpowertailgate.com/?hawaii
Louisiana State University (LSU)	www.winpowertailgate.com/?lsu
University of Minnesota	www.winpowertailgate.com/?minnesota
Rice University	www.winpowertailgate.com/?rice
UCONN	www.winpowertailgate.com/?uconn
Florida State University	www.winpowertailgate.com/?fsu
North Carolina State University	www.winpowertailgate.com/?ncstate
University of South Florida	www.winpowertailgate.com/?southflorida
University of Toledo	www.winpowertailgate.com/?toledo

University of Massachusetts	www.winpowertailgate.com/?umass
UCLA	www.winpowertailgate.com/?ucla
Texas State University	www.winpowertailgate.com/?tsu

At a Website, complete the entry form with the information requested, and follow the onscreen instructions to submit your entry and receive one (1) entry into the National Sweepstakes <u>or</u> the College Sweepstakes corresponding to the Website where you submitted your entry. All requested information on the entry form at a Website must be completed to enter and to be eligible for a chance to win. Incomplete entries will be disqualified. Proof of entering information at a Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on a Website. **Sponsor is not responsible for any change of mailing address and/or telephone number of entrants.**

NOTE: Internet entry must be made by the entrant, only at a Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

All entries must be received by the end of the Sweepstakes Period in order to participate. A Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. **WINNER SELECTION AND NOTIFICATION:** On or about 1/11/24, eighty-one (81) potential National Sweepstakes prize winners and three (3) potential College Sweepstakes prize winners for each college/university (for a total of sixty-nine (69) total College Sweepstakes prize winners) will be randomly selected from all eligible entries received during the Sweepstakes Period for the National Sweepstakes or each College Sweepstakes respectively. Potential prize winners will be notified by email and/or phone, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole

discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.

5. PRIZES / APPROXIMATE RETAIL VALUES (ARV) / ODDS:

National Sweepstakes Prize:

<u>Eighty-one (81) National Sweepstakes Prizes are available</u>. Each National Sweepstakes Prize consists of: a) one (1) **POWERADE**[®] branded t-shirt (size - Large); one (1) **POWERADE**[®] branded towel; one (1) squirt bottle; one (1) 5'x5'x5' tent; one (1) ice chest; one (1) beverage can cooler; one (1) folding chair; 3-month supply of **POWERADE**[®]; and one (1) speaker / ARV \$384 each winner.

College Sweepstakes Prize:

<u>Three (3) College Sweepstakes Prizes are available for each College/University (a total of sixty-nine (69) College Sweepstakes Prizes</u>). Each College Sweepstakes Prize consists of: a) one (1) college/university branded t-shirt (size - Large); one (1) college/university branded towel; one (1) squirt bottle; one (1) 5'x5'x5' tent; one (1) ice chest; one (1) beverage can cooler; one (1) folding chair; 3-month supply of **POWERADE**®; and one (1) speaker / ARV \$384 each winner.

Total ARV of all prizes is \$57,600. The odds of winning a National Sweepstakes prize depend on the total number of eligible entries received in the National Sweepstakes. The odds of winning a College Sweepstakes prize depend on the total number of eligible entries received in the corresponding College Sweepstakes. Limit one (1) prize per person in the Sweepstakes.

6. **GENERAL PRIZE CONDITIONS:** Except as otherwise noted herein, no cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize is not transferable. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. <u>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.</u>

7. GENERAL: By accepting prize, winner releases and agrees to hold harmless Sweepstakes Entities, their respective affiliates, directors, employees, officers, and agents ("**Released Entities**") from any and all liability, injury, loss or damage of any kind,

including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or respect to participation in any prize related activity. Neither Released Entities nor their employees will have any liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any Sweepstakesrelated activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and its designees may use such entrant's name, voice, likeness, biographical information and/or prize information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity and hereby releases the Sweepstakes Entities from any liability with respect thereto, where allowed by law. Winner acknowledges that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes.

8. LIMITATIONS AND RELEASES: Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing a Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disgualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or a Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures or

malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. **GOVERNING LAW**: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

10. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <u>https://us.coca-cola.com/terms-of-use</u>.

11. **WINNERS' LIST**: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: **POWERADE**® **Fall Football Promotion**, Attn: Winners List, 19790 West Dixie Hwy, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

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