

**GATORADE TOWEL INSTANT WIN GAME AND SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR MOBILE DEVICE SCAN NECESSARY. MAKING A PURCHASE OR USING A MOBILE DEVICE TO SCAN WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.

1. HOW TO PLAY. To participate in Gatorade Towel Instant Win Game and Sweepstakes (the "Game"), between 12:00 P.M.. Eastern Time (ET) on August 10, 2020 and 11:59 P.M. ET on December 26, 2020 (the "Promotion Period"), (a) use your mobile phone or other web-enabled device to scan the Game's quick response ("QR") code featured on specially-marked promotional materials available at participating stores, which will take you to the Game's website, **OR (b)** to play without scanning a QR code, use your computer to go to GatoradeTowel.com ("Website"). Once at the Website, follow all prompts and instructions regarding how to register and complete and submit a Game play. **Limit five (5) Game plays per person/email address per Day, regardless of the method of entry.** The Judging Organization's clock shall be the official clock of the Game. A "Day" begins at 12:00 A.M. ET and ends at 11:59 P.M. ET during the Promotion Period. Use of any robotic, automatic, programmed or similar Game play method or more Game plays than are permitted per day hereunder will void all entries and result in disqualification. All potential winners are subject to verification before any Prize will be awarded.

Each Game play shall also constitute one entry into the Grand Prize drawing (see Rule 5 for details).

To scan a QR code for entry method (a), you must have a mobile phone or other web-enabled device with a camera feature and QR reader application and **you may incur standard message or data charges from your wireless provider for each use of the QR code, depending on your service plan; you are solely responsible for any such wireless charges associated with such use,** including the downloading (if applicable) and use of the QR reader. If you do not have a QR code scanner on your phone, search for "QR reader" in your mobile device's application store to find available QR readers for your phone or device. QR readers may not be available on all devices. A mobile device is not required to participate.

2. ELIGIBILITY. The Game is open to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older as of August 10, 2020. Void elsewhere and where prohibited by law. Employees, officers, and directors of The Gatorade Company ("Sponsor") and its parent company, PepsiCo, Inc., the NFL Entities (as defined below), and each of their respective affiliates, subsidiaries, distributors, advertising and promotional agencies, and members of the immediate families (spouse, biological, adoptive or step-parents, grandparents, children, grandchildren, siblings, or spouse of any of the foregoing, regardless of where they reside) or households (whether or not related) of each of the above are not eligible. The "NFL Entities" are defined as the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, Raiders Football Club, LLC, LV Stadium Events Company, LLC, The Oakland Raiders, a California Limited Partnership, the Las Vegas Stadium Authority and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees. This Game is subject to

all applicable federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein.

If you are deemed a minor in the jurisdiction in which you reside ("Minor"), **then before participating in the Game, you must obtain permission from your parent or legal guardian. Proof of permission may be required at any time and in any form deemed necessary by Sponsor.**

3. PRIZES, APPROXIMATE RETAIL VALUES ("ARV") AND ODDS OF WINNING.

- a. Ten thousand, five hundred (10,500) Instant Win Prizes are available, each consisting of a Gatorade sidelines towel (an "Instant Win Prize"). ARV: \$14.99 each. **Limit two (2) Instant Win Prizes per person/email address.**
- b. One (1) Grand Prize (awarded in a random drawing): A trip for Grand Prize winner and one (1) guest to an NFL team's training facility chosen by the Grand Prize winner and a performance training session with an NFL coach, as described further, below. Grand Prize consists of round-trip coach class air transportation for two from airport nearest winner's residence to the NFL team's location, standard hotel accommodations for two (2) nights (single room, double occupancy), ground transportation to/from the airport, hotel and NFL team training facility, a tour of the facility for winner and guest, a two-hour training session with an NFL team coach for the winner only and \$500 awarded in the form of a pre-paid debit card for the winner only (the "Grand Prize"). ARV of the Grand Prize: \$2,550. Actual value depends on city/day/time of departure and on destination city. If Grand Prize winner's residence is less than 250 miles away from the destination, Sponsor reserves the right, in its sole discretion to provide ground transportation to and from the facility in lieu of airfare; the difference in value will not be awarded. Grand Prize winner's guest shall be required to complete a Liability/Publicity Release (where legal) prior to issuance of travel documents. Once travel documents are issued, neither travel arrangements nor guest may be changed without the express approval of Sponsor which may be withheld for any reason whatsoever. Grand Prize winner and guest must travel on the same itinerary and accept Grand Prize as stated, or prize will be forfeited. Travel must be completed by April 30th, 2021 unless travel is delayed due to any pandemic, epidemic or other circumstances beyond Sponsor's control, in which case Sponsor will inform winner of the modified deadline for travel. Travel and accommodations subject to change, and restrictions and black-out periods may apply. If Grand Prize winner is a Minor he/she must travel with his/her parent/legal guardian who will be deemed the guest. Grand Prize winner may be required to execute a medical release prior to the workout or acceptance of prize. In the event, for whatever reason, the workout, the tour or any other element of the Grand Prize is cancelled or not available, the cancelled or unavailable portion of the Grand Prize will not be awarded and Sponsor will not provide any compensation or substitution for that portion of the prize. Prepaid debit card is subject to the terms and conditions of the issuer.
- c. Total ARV of all Prizes: \$159,945. There will be 10,500 random, computer-generated winning times during the Promotion Period. If you are the first player to play the Game at or after one of the randomly-generated times, you will be a potential winner of the Instant Win Prize indicated (subject to

verification). The odds of winning an Instant Win Prize depend on the timing of each entrant's completed Game play in relation to the randomly generated times, and the quantity of Instant Win Prizes available at the time of Game play. All other costs and expenses associated with a prize and not specifically described herein as being included with the Prize are the sole responsibility of the winner. Winner will not be compensated for any difference between stated ARV and the actual value of a prize at the time it is awarded. Prizes are not transferable or redeemable for cash and prize substitutions will not be allowed, except at sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Taxes, if any, on prizes are the sole responsibility of winners.

4. TO CLAIM AN INSTANT WIN PRIZE.

Instant Win Prizes will be shipped at no cost to the winner to the address provided during registration (shipments to the 50 United States or D.C. only) within approximately six (6) to eight (8) weeks following verification of eligibility and winning Game play.

5. GRAND PRIZE DRAWING. On or about January 5, 2021 one (1) Grand Prize winner will randomly be selected in a random drawing from all eligible entries received (i.e., Game plays made) during the Promotion Period. Drawing will be conducted by an independent judging organization ("Judging Organization") whose decisions are final and binding in all matters relating to this Game. Potential winner will be notified by phone or by mail within approximately three (3) days following the drawing. The odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period.

6. DISCLAIMER. Sponsor and its affiliated companies are not responsible for printing, distribution, human or production errors in connection with the Game. Sponsor and its agencies or other service providers for the Game are not responsible for technical, hardware, software, or telephone/computer malfunctions of any kind, lost or unavailable connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications, including but not limited to any messages sent to a spam folder, caused by the user or by any of the equipment or programming associated with or utilized in this Game, or by any human, or other error, which may occur during this Game or during Prize fulfillment. In no event will Sponsor be liable for awarding more than the stated number of prizes. If due to a computer programming, human or other error, more prizes are claimed than are intended to be awarded in either the Instant Win or Grand Prize component of the Game, the intended number of prizes will be awarded in a random drawing from among all legitimate prize claimants for the applicable prize. Entrants, and their parents/guardians if entrants are Minors, agree to be bound by these Official Rules and by the decisions of Judging Organization. If, in the Judging Organization's opinion, there is any suspected or actual evidence of tampering with any portion of the Game, or if technical or other difficulties compromise the integrity of the Game, the Judging Organization reserves the right to modify the Game in a manner deemed appropriate by the Judging Organization, at the its sole discretion. If the Game is terminated before the stated end date, all remaining, previously unclaimed prizes will be awarded in a random drawing from all non-suspect, eligible Game plays received prior to such determination or as otherwise deemed fair and equitable by the Judging Organization. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE**

THE LEGITIMATE OPERATION OF THE GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. GENERAL CONDITIONS. Each potential winner, or his/her parent or legal guardian if winner is a Minor, may be required to complete, sign and return an Affidavit of Eligibility, Liability Release and, where legal, a Publicity Release within fourteen (14) business days of first attempted notification. Failure to comply with this condition or the return of prize claim documents as undeliverable, will result in forfeiture of prize. Prize acceptance constitutes permission (except where prohibited by law) by winners and parents and/or legal guardians of winners (if Minors) to use winners' names and likenesses for advertising, promotion, and publicity purposes in all media worldwide, without limitation or additional notification, approval or compensation. **Privacy:** All information submitted as part of the Game will be treated in accordance with these Official Rules and with the Gatorade Privacy Policy, which can be viewed at <https://www.gatorade.com/privacy-policy>. Failure to comply with these Official Rules may result in disqualification from this Game. In the event of a dispute as to the identity of the individual who made any Game play, the authorized account holder of the e-mail address used to register will be deemed to be the entrant. Potential winners, and parents and/or legal guardians of winners (if Minors), may be required to provide proof of being the authorized email account holder. By accepting a prize, winners (or their parents/legal guardians if winners are Minors) release and agree to hold harmless Sponsor and its parent company, subsidiaries, affiliates, directors, each of their respective employees, officers and agents, including without limitation, their advertising/promotion agencies and all entities associated with the Game, from and against any and all liability for injury, loss, or damage of any kind to property or person(s) including death, which may be caused, directly or indirectly, in whole or in part, from or in connection with: (a) unauthorized human intervention in any part of the Game play process or the Game, generally; (b) electronic, programming or human error which may occur in the administration of the Game or the processing of Game plays or prize claims; (c) your participation in the Game or the awarding, receipt, possession, use or misuse of any prize (if applicable); (d) any printing or typographical errors or other incorrect or inaccurate information in any Game-related materials; (e) stolen, lost, late, misdirected, corrupted, interrupted, incomplete, or indecipherable Game plays, or the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet Service (as applicable); or (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware, software (including without limitation participant's particular wireless device carrier network, if applicable), or the Game's Website. THE GAME, THE GAME'S WEBSITE AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. **Participant (and his/her parent/legal guardian if participant is a Minor) irrevocably waives all claims against the NFL Entities and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Game or the prizes awarded. The NFL Entities have not offered or sponsored this Game in any way.**

8. DISPUTES; GOVERNING LAW; VENUE; WAIVER. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of the state of Illinois, without giving effect to any choice of law or conflict of law rules or provisions. Except where prohibited by law, entrant and the entrant's parents or legal guardian (if the entrant is a Minor) agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, the Game or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Cook County, IL; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant and the entrant's parent or legal guardian (if the entrant is a Minor) hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Game-related materials or made by Sponsor's representatives, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

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. WINNERS LIST. For a list of the Prize winners, send a self-addressed stamped envelope to: Gatorade Towel Promotion Winners List, PO Box 941459, Maitland, FL 32794-1459. Requests must be received by February 2, 2021.

SPONSOR: The Game is sponsored solely by Gatorade Company, 555 W. Monroe St., Chicago, IL 60661.