

Pepsi® Let's Summer Grill Giveaway Sweepstakes at Walmart

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW.

AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.

BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES

1. SPONSOR: The “Pepsi® Let's Summer Grill Giveaway Sweepstakes at Walmart” (the “Sweepstakes”) is sponsored by Pepsi-Cola Company, with an address at 700 Anderson Hill Road, Purchase, New York 10577., (“Sponsor”).

The Sweepstakes is subject to these official rules (the “Official Rules”), and by entering, Entrant (defined below) agrees to be bound by them and the decisions of Sponsor, which are final and binding in all respects. Administrator's (defined below) computer is the official timekeeping device for entry in the Sweepstakes.

2. ELIGIBILITY: The Sweepstakes is only open to entrants who:

- (a) are legal residents of one of the 50 U.S. states (including the District of Columbia) (the “Eligibility Area”);
- (b) are at least the minimum age of majority in their state of residence as of the time of entry;
- (c) agree to be bound by the terms of these Official Rules; and
- (d) submit a valid Entry (as defined below) (each, an “Entrant”, or “you”).

The Sweepstakes is not open to entrants who:

- (1) are employees, shareholders, subsidiaries, affiliates, officers, directors, agents and representatives of Sponsor, Walmart Inc., or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes, including, without limitation the administrator of this Sweepstakes, Snipp Interactive Inc (the “Administrator”);
- (2) are immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence of such entrant at least three (3) months a year) of such individuals listed in clause (1) above;
- (3) are prohibited by applicable law from entering the Sweepstakes; or
- (4) do not meet any of the eligibility requirements set forth above.

VOID OUTSIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED OR RESTRICTED BY LAW.

3. SWEEPSTAKES PERIOD: This Sweepstakes begins at 12:01 AM EST on May 26, 2022 until 11:59 PM EST on July 31, 2022 (the “Sweepstakes Period”). **All Entries must be received by 11:59 PM EST on July 31, 2022.** Entries that are submitted before or after the Sweepstakes Period will be disqualified.

4. HOW TO ENTER: During the Sweepstakes Period, there are two (2) methods of entering the Sweepstakes (an Internet connection is required and connection fees may apply) as follows:

- A. Eligible Purchase Entry:** You can enter the Sweepstakes by: (I) During the Sweepstakes Period purchasing any one (1) or more products from any of the Two thousand six-hundred and forty-eight (2,648) participating Walmart physical retail stores set out at [store list](#) (each, a “Participating Store”), within one (1) transaction (one (1) single sales receipt), minimum \$0.01 purchase; (II) ensuring that the applicable sales receipt identifies the purchased product and date of purchase; (III) taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt in its entirety (such photograph, a “Receipt Image”) (note: Entrants are encouraged to blank out any personal information, including name or credit card information, that appears on the sales receipt); and (IV) thereafter and during the Sweepstakes Period, following the submission method listed below to submit the Receipt Image (each validly submitted Receipt Image will receive one (1) entry into the Sweepstakes (each, an “Eligible Purchase Entry”):

Visit Sweepstakes Site. During the Sweepstakes Period, scan the QR code on the in-store point of sale display or visit <http://www.pepsisummertimegiveaway.com/> (the “Sweepstakes Site”). Participant will receive further instructions on uploading the Receipt Image and registering for the Sweepstakes. Complete the registration form (the “Registration Form”) by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, Phone Number and Date of Birth). Follow instructions and submit Receipt Image (including reading and accepting any required terms and conditions).

You will only receive 1 entry regardless of the number of products purchased in excess of one (1) in a single transaction.

Purchases made through an on-line retail website (including www.walmart.com) will not be accepted and will not be eligible for this Program

- B. Free Method of Entry:** During the Sweepstakes Period, Entrants can enter the Sweepstakes without making a purchase by visiting <https://www.pepsisummertimegiveaway.com/Amoe> (the “AMOE Site”) where Entrant will receive further instructions on registering for the Sweepstakes. Complete the Registration Form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, Phone Number and Date of Birth). Follow instructions (including reading and accepting any required terms and conditions, and register for the Sweepstakes and receive one (1) entry into the Sweepstakes (each, an “Eligible AMOE Entry”, and sometimes together with an Eligible Purchase Entry, an “Entry”).

A maximum of one (1) Entry per Entrant per day during the Sweepstakes Period will be accepted, irrespective of the method of entry (i.e, Eligible Purchase Entry or Free Method of Entry. For purposes of this Sweepstakes, a “day” begins at 12:01 a.m. EST and ends at 11:59 p.m. EST. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries received or ranking status attained based on any tampering (cheating) or foul play will render that participant ineligible to receive any prize(s), and may result in participant no longer being allowed to enter Sponsor’s other promotions in the future, at Sponsor’s sole discretion. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant’s device to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all

requirements with respect to age and residence) are void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when submitting an Entry. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the Entrant. The “Authorized Account Holder” is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, inaccurate, invalid, un-intelligible, or misdirected entries; or other error of any kind whether human, mechanical, or electronic.

5. PRIZES: Two thousand six-hundred and forty-eight (2,648) prize(s) are available to be won (each, a “Prize”), and each comprising of: one (1) One Hundred Dollar (\$100) Walmart eGift Card. Gift card terms are subject to the card holder agreement.

The Approximate Retail Value (“ARV”) of each Prize is \$100. **The ARV of all Prizes is \$264,800.** The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) prize per winner. All Prize details not specified in these Official Rules will be determined in Sponsor’s sole discretion. If for any reason a Prize is unavailable, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a winner. The Sweepstakes Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.

6. WINNER SELECTION; ODDS: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners of the Sweepstakes are final and binding in all matters relating to the Sweepstakes.

The Administrator will conduct two thousand six-hundred and forty-eight (2,648) randomized drawings (each a “Drawing”) on or about August 8, 2022 as follows: One (1) Drawing from all Eligible Purchase Entries received throughout the Sweepstakes Period from each of the two thousand six-hundred and forty-eight (2,648) Participating Stores and all AMOE Entries.

Any Entrant’s odds of winning a Prize in a Drawing depends on the number of applicable Eligible Purchase Entries for such Drawing and the total number of all AMOE Entries received during the Sweepstakes Period. Entrants need not to be present for the drawing to win.

7. PRIZE NOTIFICATION AND DELIVERY: Sponsor will notify each potential winner by email message on or about August 8, 2022. Such notification will be delivered in English. Sponsor is not responsible for any change of email address or other contact information of potential winner. Provided that a potential winner is in compliance with the Official Rules and after having successfully proven eligibility and provided any documentation required by Sponsor, the potential winner will be determined to be a winner. Sponsor expressly reserves the right to delay the announcement of the winners for any reason it deems necessary. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the Two thousand six-hundred and forty-eight (2,648) Prize(s) available as set forth in these Official Rules, the winners of the Prize(s) may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be each Entrant’s sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.

For Walmart Digital Gift Card Rewards

For balance inquiry, call 1-888-537-5503 or go to Walmart.com/giftcards or samsclub.com. Use this card at any Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Vudu, Inc., Wal-Mart.com or Samsclub.com. The balance on this card is a liability of Wal-Mart Stores Arkansas, LLC. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards will not be replaced. Walmart may refuse to accept this card and to take action, including balance forfeiture, for fraud, abuse or violations of terms. Terms and conditions subject to change without notice. See Walmart.com for complete terms. Treat this card like cash.

8. RELEASE: Entrant agrees to release and hold harmless Sponsor, its parent company, subsidiaries and affiliated companies, units and divisions ("Affiliates"); and their advertising and promotional agencies or marketing partners and prize suppliers, including without limitation, the Administrator; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns (collectively, the "Sweepstakes Entities") from and against: (a) any claim, liability, or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Sweepstakes, receipt or use or misuse of any Prize, or any breach of these Official Rules; and (b) any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the Prizes, or Sponsor's advertising and marketing related to the Sweepstakes, Entrants or the winners. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Each Prize is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each Winner acknowledges that the Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prizes.

The Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in promotions, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Entrant or the Sweepstakes Entities into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

9. GENERAL CONDITIONS: Except where prohibited by applicable law, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its Affiliates' use of the winner's name, city, state, province or county, and country, likeness, photograph, statements made by the winner about the Sweepstakes, Sponsor, its Affiliates, and/or Prize information for purposes solely related to the Sweepstakes in any media without further payment or consideration, including, but not limited to, posting winner lists online. Entrant hereby grants to Sponsor and its Affiliates to the extent permitted under applicable law, a non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, transmit via the Internet, and display Entrant's Entry, including Entry information, in whole or in part, solely for the purpose of administering this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Sweepstakes. Any attempt by any person to deliberately damage the Sweepstakes or related websites or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law, 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. The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place or is delayed, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, coronavirus (COVID-19)

pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Sweepstakes Entities. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or a particular portion thereof is canceled or terminated before the designated end date of the Sweepstakes Period for any reason, Sponsor may (if possible) select the winner based on the Entries received as of the date of the event giving rise to the termination and that is in complete compliance with these Official Rules. This shall be each Entrant's sole and exclusive remedy in the event the Sweepstakes is so terminated or cancelled. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. LIMITATIONS OF LIABILITY: Except as provided by applicable law, the Sweepstakes Parties are not responsible, to the extent permitted by law, for: (A) any incorrect or inaccurate information, whether caused by Entrant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Sweepstakes; (B) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (C) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (D) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; or (E) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Sweepstakes provided that if it is not possible to submit another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. PRIVACY POLICY: The Entrants acknowledge and understand that all personal information submitted as part of this Sweepstakes will be collected and processed by Sponsor for the purpose of managing the Sweepstakes, and such additional purposes specified in connection with entering or participating in the Sweepstakes, in accordance with the privacy policy available at <http://policy.pepsi.com/privacy.htm> (the "Privacy Policy"). Entrants can read more about their rights, how Participant's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Sweepstakes, Entrants agree to the Terms of Use and the terms and conditions of Sponsor's website, and acknowledge all of the terms and conditions of the Privacy Policy.

12. APPLICABLE LAW: This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines.

13. SWEEPSTAKES RESULTS: For the names of the winners: contact help@pepsisummertimegiveaway.com by September 30, 2022.

The Sponsor is not affiliated with Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com or any of their affiliates. Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com and their affiliates do not endorse or sponsor this reward program's services, products, or activities.
