

THE LIFEWTR LIFE UNSEEN CONTEST
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR
PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR
ASSOCIATED WITH INSTAGRAM**

The LIFEWTR Life Unseen Contest ("Contest") is sponsored by Sponsor: Pepsi-Cola Company ("Sponsor"), 1111 Westchester Avenue, White Plains, NY 10604, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. CONTEST PERIOD:** The Contest entry period begins at or about 12:00 PM Eastern Time ("ET") on April 14, 2021 and ends at 11:59:59 PM ET on July 30, 2021 ("Entry Phase"), followed by a judging phase (the "Judging Phase") which begins August 1, 2021 at 12:00 AM ET and ends August 7, 2021 at 11:59:59 PM ET. The Entry Phase and Judging Phase are collectively, the "Contest Period". The Administrator's computer is the Contest official clock.

- 2. ELIGIBILITY:** This Contest is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old (nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Contest Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

- 3. HOW TO ENTER THE CONTEST:** During the Entry Phase, an eligible entrant must follow the steps below to receive one (1) Contest entry ("Contest Entry"):
 - i. Sign into his/her Instagram account (entrant may create an Instagram account for free if he/she does not already have one);
 - ii. Become a follower of @LIFEWTR (if not already following @LIFEWTR); and
 - iii. Compose a new Instagram Post describing a pitch of the creative concept entrant has using entrant's original artwork (describe storyline, inspiration, and how the concept comes to life), including the hashtag "#LifeUnseenContest" and tag @LIFEWTR to receive one (1) Contest Entry.

By entering the Contest and using the hashtag "#LifeUnseenContest", entrant hereby agrees to be bound by these Official Rules. Entries will be deemed made by the authorized account holder of the Instagram account the Contest Entry is submitted from at the time of entry. The "authorized account holder" is the person who is assigned to the Instagram by the online service provider. An entrant must have a non-private Instagram account to enter the Contest

and must be a follower of @LIFEWTR on the platform used to enter until August 30, 2021 for potential winner notification purposes to be eligible to win/claim a prize. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operates its services, entries from users with protected or private accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received. If an entrant enters from his/her wireless phone, the entrant's wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.

Entry Requirements: All Contest Entries must comply with the following restrictions:

- Contest Entry must be an original work;
- Contest Entry must be a new Instagram Post of a photo (no videos);
- Contest Entry must contain the hashtag "#LifeUnseenContest"
- Contest Entry must comply with Instagram terms of use located at: <http://instagram.com/about/legal/terms/>;
- Contest Entry must be in English, except for commonly understood foreign words;
- Contest Entry cannot have been published previously by any party other than the entrant;
- Contest Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Contest Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Sponsor's;
- Contest Entry cannot contain infringe on the intellectual property rights of third parties;
- Contest Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Contest Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Contest Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Contest Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Contest Entries must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Contest Entries must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Contest Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

Any entrant who incorporates any intellectual property owned by a third party into his/her Contest Entry does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Contest-related website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Contest Entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected Contest Entry from any Contest-related website because of such infringement, such Contest Entry may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Contest Entry has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Contest represents and warrants as follows: (i) the Contest Entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Contest Entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Contest Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Contest Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Contest Entry, entrant hereby grants permission for the Contest Entry, including the entrant's Instagram handle and public profile information, to be publicly posted, at Sponsor's sole discretion. Submitting a Contest Entry entrant grants Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use and display the Contest Entry in whole or in part, for promotional or marketing purposes. The Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Contest Entry in its sole and absolute discretion.

Limit: There is a limit of one (1) Contest Entry per person during the Contest Period. If more than one (1) Contest Entry is received from the same person and/or Instagram account, only the first Contest Entry received may be considered valid. An entrant who attempts to enter more than the stated limit will be subject to disqualification from the Contest. If it is discovered or suspected that a person has attempted to enter or receive Contest Entries using multiple Instagram accounts or identities, all of that person's Contest Entries may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

NOTE: By submitting a Contest Entry, each entrant agrees that his/her Contest Entry conforms to the Contest Entry Requirements set forth above and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Contest if Sponsor (in Sponsor's sole discretion) decides that his/her Contest Entry fails to conform to the Contest Entry Requirements or any other provision of these Official Rules.

- 4. JUDGING AND SELECTION OF THE WINNERS:** During the Judging Phase all eligible Contest Entries received during the Entry Phase will be judged by a panel of qualified judges ("Judges") to determine five (5) potential winners. The Judges will score each Contest Entry according to the following weighted judging criteria (collectively, "Judging Criteria"): (i) Power

of Story: 34%; (ii) Creativity: 33%; and (iii) Originality: 33%. The five (5) entrants whose Contest Entries receive the highest score from the Judges will be deemed the potential winners. In the event of a tie, the tied Contest Entries will be reviewed by the Judges and the Contest Entry with the highest score in "Power of Story" will be named a potential winner. In the event of a further tie, the still tied entries will be re-judged by a new panel of Judges using the criteria above. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. Judging scores will not be revealed. All winners are each considered a potential winner pending verification of eligibility and compliance with these Official Rules. Decisions of the Judges are final and binding.

5. PRIZES AND APPROXIMATE RETAIL VALUE:

A. Prizes (5): Each winner will receive \$10,000 and a thirty (30) minute Zoom call with a celebrity artist Issa Rae to mentor winner and provide feedback on winner's entry (each a "Prize"). Winner must have internet access and Zoom access. Zoom call must take place before December 31, 2021. Exact date of Zoom call determined by Sponsor in its sole discretion. The total approximate retail value ("ARV") of each Prize is \$10,000.

B. ODDS: As this is a contest of skill, the odds of winning depend upon the number of Contest Entries received and the skill of the respective entrant.

C. General Prize Conditions: In no event will more than the stated number of Prizes be awarded. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. Limit one (1) Prize per person.

6. HOW TO CLAIM A PRIZE: On or about August 13, 2021, each potential winner will be notified via Direct Message at the Instagram account used to enter after the judging is complete. Each potential winner will be notified by a Direct Message from @LifeWTR on Instagram with instructions on how to claim his/her Prize. Each potential winner must respond to the Direct Message winner notification within forty-eight (48) hours or may, at the Sponsor's sole discretion, be disqualified. Before being declared a verified winner, each potential winner must complete, sign, and return a notarized Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment form within five (5) days from the date it is postmarked as being e-mailed to the potential winner by the Administrator. If a potential winner is found to be ineligible or not in compliance with these Official Rules or declines to accept a Prize, Sponsor or Administrator is unable to contact a potential winner, or the Prize notification or the Prize is returned undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner. If the Sponsor wishes to select an alternative potential winner, Sponsor will select this alternative potential winner as the entrant whose Contest Entry received the next-highest Judges Score from among the eligible Entries received. Each potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules. Sponsor will coordinate Prize fulfillment with each winner after verification of eligibility.

EACH WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

- 7. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, delayed, garbled, inaccurate, misdirected, postage due or undeliverable Entries or email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information; or for errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the Prizes or in any Contest-related materials. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering or hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Contest-related website or social media platform. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Contest and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor’s sole discretion, be disqualified.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and/or aspects of the Contest, including but not limited to: the selection of winners in a manner it deems fair and reasonable, including but not limited to the selection of the winners from among eligible Entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. This Contest is subject to all federal, state and local laws and regulations. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at www.lifeunseen.lifewtr.com/rules.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including but not limited to reasonable outside attorneys’ fees) that may arise in connection

with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the entrant's registration, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, receipt, delivery of, possession, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to: by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any registration (including but not limited to the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, any Contest-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof) or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Contest, including but not limited to the Prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY,**

MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR CONTEST ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE CONTEST, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY POLICY:** Sponsor's privacy policy is available at <http://policy.pepsi.com/privacy.htm>.

10. **PUBLICITY RIGHTS:** By participating in the Contest and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor's designees the perpetual right to use his/her name, social media name and/or handle, biographical information, photos and/or likeness and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. **GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to enter the Contest in excess of the stated limits using multiple social media accounts, multiple identities, proxy servers or like methods, all of that entrant's Entries will be declared null and void, and that entrant will be ineligible to win a Prize. In the event of a dispute as to the identity of a winner, the winning Contest Entry will be declared made by the authorized account holder of the e-mail address associated with the handle used to submit such Contest Entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address associated with the social media handle used to enter the Contest. Sponsor and Administrator reserve the right to disqualify any individual (and void all associated Entries) found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing such. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY CONTEST WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and

enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

12. WINNERS LIST: To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: The LIFEWTR Life Unseen Contest – Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by October 2, 2021.

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