

**THE CHERRIES WILD LIVE SYNC PROMOTION**  
**OFFICIAL RULES**

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

The Cherries Wild Live Sync Promotion (“Promotion”) is sponsored by 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. **PROMOTION PERIOD:** The Promotion begins on February 21, 2021 at 7:00 PM Eastern Time (“ET”) and ends on March 28, 2021 at 11:30 PM ET (“Promotion Period”). The Promotion includes six (6) game periods (each a “Game Period”) as outlined in the chart below:

| <b>Game Period</b> | <b>Start Date at 7:00 PM ET</b> | <b>End Date 11:30 PM ET</b> |
|--------------------|---------------------------------|-----------------------------|
| <b>1</b>           | February 21, 2021               | February 21, 2021           |
| <b>2</b>           | February 28, 2021               | February 28, 2021           |
| <b>3</b>           | March 7, 2021                   | March 7, 2021               |
| <b>4</b>           | March 14, 2021                  | March 14, 2021              |
| <b>5</b>           | March 21, 2021                  | March 21, 2021              |
| <b>6</b>           | March 28, 2021                  | March 28, 2021              |

The Promotion consists of an “Instant Win Game” (“Wild Moment Instant Win Game”) and a “Trivia Game.” The Administrator’s computer is the Promotion’s official clock.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Workinman Interactive, LLC, Fox Corporation, LLC, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the “Promotion Entities”) and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Promotion. 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. For purposes of the Promotion, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant’s entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE IN THE WILD MOMENT INSTANT WIN GAME:** To participate, an eligible entrant must download the Cherries Wild app (it is free to download the Cherries Wild app) (“App”) Message and data rates apply. Upon downloading the App, entrant must complete and submit the registration information including but not limited to, his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant will also have to register with either his/her e-mail, Google account, Facebook account, or Apple account. During each Game Period, eligible entrants must watch the “Cherries Wild” show on Fox (“Game Show”). Each Game Show airs on Fox network from 7:00 PM ET until ends at 7:30PM ET. Game Show times are subject change due to block outs, broadcast interruptions, or previous show run overs. There will be six (6) Game Shows, one (1) per each Game Period. During each Game Show, contestants on the Game Show will pull a lever to display five (5) symbols. During each Game Period, the Game Show host will announce when Promotion entrants should pull the lever in the App (“Game Play”). Entrants may only play the Wild Moment Instant Win Game during the Game Periods listed above in Section 1. If entrant’s Game Play results in his/her App match the results in the Wild Moments Game Show on TV, entrant is a potential winner and entrant will receive notification on the App screen that he/she is a potential “Instant Winner” (“Notification”). Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. **Limit: One (1) Game Play per person per Game Period.** There will be one (1) potential winner per Game Period for a total of six (6) potential Instant Win Game winners.
- 4. HOW TO PARTICIPATE IN THE TRIVIA GAME:** At a specific moment in each Game Show the Trivia Game will be available and a commercial will announce when the Trivia Game is starting. To participate in the Trivia Game, entrant may follow the links and instructions in the App to answer five (5) to six (6) pop-culture related trivia questions (each a “Trivia Question”). There are six (6) Trivia Games total during the Promotion Period, one (1) per Game Period. Entrant will have eight (8) seconds to answer each Trivia Question in each Trivia Game and will have approximately two (2) minutes to participate. The first entrant to answer the most Trivia Questions correctly in the fastest time (as determined by Sponsor in its sole discretion), will be deemed the potential winner of the respective Trivia Game. There will be two (2) winners per Trivia Game, one (1) from all entrants in the east coast pool (“East Coast Pool”) and one (1) from among all entrants in the west coast pool (“West Coast Pool”). The East Coast Pool and West Coast Pool are collectively each a “Pool”. The Pool entrant is entered into depends on which time zone Pool he/she selects upon registering in the App. An entrant can only select one (1) Pool and will not be able to change his/her Pool. **All Trivia Game decisions regarding correct answers, entrant’s score, and time of Trivia Game completion will be determined by Sponsor in its sole discretion. Limit: Each entrant may play each Trivia Game one (1) time during the Promotion Period.**

In case of a tie, all potential winners from each respective Trivia Game Pool will be put into a random drawing. Administrator will randomly select one (1) potential Trivia Game winner from among all eligible entries received for each Pool for each Trivia Game. Administrator will notify the potential Trivia Game winners via e-mail. All selected winners are potential winners, pending verification of eligibility and compliance with these Official Rules, as determined by

Sponsor and Administrator, in their sole and absolute discretion. There will be one (1) potential winner per Pool per Trivia Game.

**5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):**

**A. Wild Moment Instant Win Game Prizes (6 total; 1 per Game Period):** The following Instant Win Game prizes are available during the Promotion Period and the exact prize amounts will be based on the outcome of the Game Show participants during the Wild Moments Game Show (“Instant Win Game Prizes”):

| <b>Game Period</b> | <b>Instant Win Game Prize</b> | <b>Number of Winners</b> | <b>ARV (each)</b> |
|--------------------|-------------------------------|--------------------------|-------------------|
| 1                  | up to \$30,000                | 1                        | up to \$30,000    |
| 2                  | up to \$30,000                | 1                        | up to \$30,000    |
| 3                  | up to \$30,000                | 1                        | up to \$30,000    |
| 4                  | up to \$30,000                | 1                        | up to \$30,000    |
| 5                  | up to \$30,000                | 1                        | up to \$30,000    |
| 6                  | up to \$30,000                | 1                        | up to \$30,000    |

**B. Trivia Game Prizes (12 total; 1 per Pool per Game Period):** Each Trivia Game prize is a \$2,500 (each a “Trivia Game Prize”). There will be twelve (12) total Trivia Game Prizes, one (1) per Pool per Game Period. The ARV of each Trivia Game Prize is \$2,500.

**C. Total ARV:** The total ARV of all available prizes in the Promotion is approximately up to \$210,000.

**D. Odds of Winning/Limit:** The odds of winning an Instant Win Game Prize depend on when the entrant completes a Game Play. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of an Instant Win Game Prize, an entrant’s Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the Instant Win Game Prize will go unawarded. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. The odds of winning a Trivia Game Prize depend on the number of entrants who participate in each Trivia Game, the number of correct answers to the Trivia Questions submitted by each entrant and the time in which answers were submitted. There is a limit of one (1) Instant Win Game Prize and one (1) Trivia Game Prize per person during the Promotion Period.

**E. General Prize Restrictions:** No more than six (6) Instant Win Game Prizes (one [1] per Game Period) and twelve (12) Trivia Game Prizes (one [1] per Pool per Game Period) will be awarded in the Promotion.

**6. HOW TO CLAIM A PRIZE:** After each Instant Win Game and after each Trivia Game, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of registration. Before being declared a winner of a prize, each potential winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment (“Affidavit”). The potential winners must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date

it is postmarked as being sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. All potential prize winners may be requested to provide additional documentation for verification purposes. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that a potential winner fails to any requested documentation or an executed and notarized Affidavit within the ten (10) calendar day deadline, the prize may be forfeited. If an Instant Win Game Prize is forfeited, the respective may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries (or non-winning Game Plays), as determined by Sponsor in its sole discretion. If a Trivia Game Prize is forfeited, the Trivia Game Prize may be awarded to the entrant with the next highest score who answered in the fastest time (as determined by Sponsor in its sole discretion) from the respective Pool. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Winners will be contacted regarding prize fulfillment within approximately 1 to 2 weeks from the end of the Promotion. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC to each winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent 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, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion entrants agree that the Promotion Entities and 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, misdirected, postage due, or undeliverable e-mail 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 any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). 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 Promotion 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 Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays/Sweepstakes entries and bonus Sweepstakes 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. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

By entering the Promotion, 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 or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; 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, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays/Sweepstakes entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, 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 Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play/Sweepstakes entry (including, without limitation, 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 Promotion, the Website or any other Promotion-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 Promotion and/or its contents related to or resulting from any part of the Promotion, (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 prize (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and 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 PROMOTION 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 THE 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 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 PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

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

**10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, 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 live television, worldwide, including but not limited to 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 Promotion 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 register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Game Plays/Sweepstakes entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays/Sweepstakes entries in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disqualified from the Promotion. In the event of a dispute as to the identity of a winner, the winning Game Play/Sweepstakes entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play/Sweepstakes entry. "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, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, 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 a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.

**CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES 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 Promotion. 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 Game Plays/Sweepstakes entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion 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 Promotion 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 Cherries Wild Live Sync - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by May 28, 2021.

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