## PROPEL YOUR CITY PROJECT SWEEPSTAKES

## ABBREVIATED RULES

NO PURCHASE NECESSARY. Sweepstakes starts 6/5/24 and ends 8/25/24. Open to legal residents of 50 U.S./D.C., 18+. Void where prohibited. Limit one (1) Sweepstakes entry per Instagram Account and one prize per person. For complete details including how to enter, prizes, and odds see the Official Rules at https://www.propelwater.com/community/sweepstakes.

## **OFFICIAL RULES**

NO PURCHASE OF ANY KIND IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. PRIZES ARE ISSUED VIA VENMO ELCTRONIC PAYMENTS. YOU MUST HAVE AN ACTIVE VENMO ACCOUNT IN ORDER TO CLAIM AND ACCEPT A PRIZE.

TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN ONE OF THE 50 UNITED STATES OF AMERICA OR D.C. AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR, AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Meta Platforms Inc. or Instagram, Inc. Meta Platforms and Instagram are not affiliated with the Sponsor in any way.

- 1) Sweepstakes Entry Period: The 2024 Propel Your City Project Sweepstakes (the "Sweepstakes) begins at approximately 12:01:00 AM Eastern Daylight Time ("ET") on June 5, 2024, and ends at 11:59:59 PM EDT on August 25, 2024 (the "Sweepstakes Entry Period"). During the Sweepstakes Entry Period, Sponsor will post calls to action (1 static in-feed post; multiple Instagram Stories) to enter the Sweepstakes (the "CTA Post") from the @PropelWater Instagram. As soon as the applicable CTA Post is issued, eligible entrants may participate in the Sweepstakes as provided herein.
- **2)** Eligibility: To be eligible to participate, an entrant must, as of the date and time of participation, be: (a) be a legal residents of one of the 50 United States or D.C. (the "Sweepstakes Territory"); and (b) be 18 years of age or older, or at least the age of majority in the jurisdiction in which the entrant resides if the age of majority there is greater than (each, a

"Participant(s)"). Participants also need to have a personal Instagram account. If you do not have an Instagram account, you may create a free account at https://www.instagram.com. Employees, officers, directors and agents of The Gatorade Company ("Sponsor") their respective bottlers, parent companies, subsidiaries, affiliated companies, and divisions, any other company involved in the presentation, administration or fulfillment of this Sweepstakes (collectively, the "Sweepstakes Entities") and each of their respective immediate family members (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and/or those living in the same household members (whether or not related) are not eligible to enter or receive a prize in the Sweepstakes. Void outside the Territory and where prohibited or restricted by law.

## 3) How To Participate in the Sweepstakes:

After the CTA Post is made on the Instagram Account listed in Rule 1 during the Sweepstakes Entry Period, you may enter by completing the following steps: (a) Like the applicable CTA post (b) comment on the applicable CTA Post by @mentioning a friend who is 18 years or older and a legal resident of one of the 50 United States or D.C. and with whom you have a personal relationship and who has consented to being @mentioned by you in connection with entry into the Sweepstakes; (c) including the hashtag #PYCPSweepstakes with your comment; and (d) only you (not your @mentioned friend) need to follow the @PropelWater Instagram account.

Once you have complied with all of the entry requirements set forth above, you will receive one (1) entry into the Sweepstakes drawing described in Rule 4, below.

Limit one (1) Sweepstakes entry per Instagram Account during the Sweepstakes entry period. Use of any automated and/or repetitive system (including but not limited to script, macro or bot) or sweepstakes service to enter will result in disqualification of the entrant and all of his/her/their entries.

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 Sweepstakes.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Sweepstakes via a mobile device standard data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions. A mobile device is not required to enter.

- **4) Winner Selection:** On or about August 27, 2024, the Sponsor will conduct a random prize drawing to select one-hundred (100) potential winners from among all eligible entries received through the CTA Post to receive the prize package described in Rule 5, below (subject to verification of eligibility and compliance with these Official Rules (each, a "Prize").
- **5) Prizes:** One-hundred (100) Prizes will be awarded, each consisting of the following:

One (1) \$500 Venmo electronic payment for the winner and one (1) \$500 Venmo electronic payment that will be awarded directly to the winner's friend that was @mentioned in the winner's comment to the post.

You must have an active Venmo account in order to claim and accept a Prize. Opening a Venmo account is free. If you do not already have an account, see Venmo.com or the Venmo mobile app to register for a free account.

Approximate Retail Value ("ARV"): \$1,000 per Prize package (\$500 awarded to the winner and \$500 awarded to the friend).

Total ARV of all Prizes available in this Sweepstakes: \$100,000.

Limit of one (1) \$500 Prize per person per friend, per mailing address in connection with the Sweepstakes. Odds of winning a Prize in this Sweepstakes depend on the number of eligible entries received per Instagram Account. Any federal, state and local taxes on the Prizes, and any other expenses associated with the Prizes that are not expressly included in the Prize description herein, are the sole responsibility of each Prize winner. Each Prize is nontransferable and may not be substituted or redeemed for cash by Prize winner. Sponsor reserves the right to substitute a Prize (or component thereof) of equal or greater value if the advertised Prize (or component thereof) becomes unavailable for any reason. All Prize details will be determined by Sponsor in its sole discretion. No more than the stated number of Prizes will be awarded. If more than one-hundred (100) prize notifications are issued due to a human, technical or other error, the one-hundred (100) intended Prizes will be awarded in a random drawing from among all recipients of such notifications.

The Sponsor's clock will be the official time keeping device for the Sweepstakes and all decisions by the Sponsor regarding the timing of entries and the order in which they are received will be final and binding. If you are chosen as a potential Prize winner, you will receive a winning notification via Instagram direct message from the @PropelWaterInstagram account and may be required to provide your complete home mailing address and email address or phone number associated with your Venmo account, and to sign and return to Sponsor and/or Sponsor, as applicable, for its/their receipt within three (3) business days, an Affidavit of Eligibility/ Liability Release and (where lawful) a Publicity Release. If any required documents are not timely received by Sponsor, as applicable, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited. Once a potential winner has been verified and declared an official Winner and has completed any required

documents, the potential winner's friend will receive a direct message from the @PropelWater Instagram account and may be required to provide their complete home mailing address and to sign and return to Administrator on behalf of the Sponsor, as applicable, for its/their receipt within three (3) business days, a W9, Affidavit of Eligibility/ Liability Release and (where lawful) a Publicity Release, and any other required paperwork requested. If any required documents are not timely received by Sponsor, as applicable, or if any message or mail intended for a winner's friend is returned as undeliverable, then the applicable friend's Prize may be forfeited. PLEASE NOTE, if the verified winner responded accordingly, but the winner's friend did not, the winner will still receive their portion of the prize but the friend will not. The winner's friend must be a legal resident of one of the 50 United States or D.C. and 18 and older at the time of notification to receive their portion of the prize.

Prize(s) will be awarded and sent only to winners with addresses within the Sweepstakes Territory. Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control, as applicable. Potential winners are subject to verification before Prizes will be awarded.

6) General Rules/Limitations of Liability: By participating in the Sweepstakes, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Sweepstakes constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor, and the other Sweepstakes Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software platform, or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Instagram platform or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. The Sponsor and each reserve the right at each of their sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes, generally; violates the Official Rules; or is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized entry methods, or otherwise attempts to participate multiple times, or with multiple identities, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the

Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsors failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Instagram platform that are not acceptable to Sponsor, Instagram mandate or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right in their sole discretion to cancel, modify, suspend or terminate the Sweepstakes in whole or in part. If the Sweepstakes is terminated prior to the stated end date/time, Sponsor shall select the winners in a random drawing from among all valid non-suspect entries received up to the date/time of termination. TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, THE OTHER SWEEPSTAKES ENTITIES, META PLATFORMS AND INSTAGRAM FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZERELATED OR SWEEPSTAKES-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE SWEEPSTAKES.

EACH WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO HIS/HER/THEIR PRIZE AFTER IT HAS BEEN DELIVERED. SPONSOR AND THE OTHER SWEEPSTAKES ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PRIZES, INCLUDING BUT NOT LIMITED TO THEIR APPEARANCE, SAFETY OR PERFORMANCE.

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. **SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.** 

Without limiting any other provision in these Official Rules, the Sweepstakes Entities are not responsible or liable to any Participant or winner (or any person claiming through such

Participant or winner) for failure to supply a Prize or any part thereof in the event that any of the Sweepstakes activities or Sweepstakes Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Sweepstakes Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

- **7) Privacy Policy:** By entering the Sweepstakes, Participants agree that any personal information submitted by them may be used and shared by Sponsor subject to Sponsor's privacy policy posted at https://contact.pepsico.com/gatorade/privacy-policy.
- 8) Governing Law/Disputes/Arbitration: Except where prohibited by law, as a condition of participating in this Sweepstakes, each Participant agrees that (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, including but not limited to any Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant, Sponsor in connection with the Sweepstakes, 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 (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.
- **9) Severability:** If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

- **10) Winners List:** For a winners' list, send an Instagram direct message with the name of the Sweepstakes by September 25, 2024 to @PropelWater Instagram account.
- **11) Sponsor:** The Sponsor of the Sweepstakes is the Gatorade Company located at 433 W. Van Buren St., Chicago 60607.
- **12) ADMINISTRATOR**: The Administrator of the Sweepstakes is Promotion Security Group, LLC, P.O. Box 536986, Orlando, FL 32853-6986.
- **13) Questions?** If you have any questions, comments or complaints regarding this Sweepstakes, you may direct message the Sponsor at the @PropelWater Instagram account. Do NOT send any questions, comments or complaints to Meta Platforms Inc., or Instagram, Inc.