

**GATORADE CUSTOM GX BOTTLE INSTANT WIN GAME
OFFICIAL RULES**

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

1. HOW TO PLAY. To participate in Gatorade Custom Gx Bottle Instant Win Game (the "Game"), between 12:00 A.M. Eastern Time (ET) on May 27, 2019 and 11:59 P.M. ET on December 2, 2019 (the "Game Period"), (a) use your mobile phone or other web-enabled device to scan the Game's quick response ("QR") code featured on specially-marked Gatorade bottles or promotional materials available at participating stores, which will take you to the Game's website, or (b) go to www.customgx.com. Once at the website, follow all prompts and instructions regarding how to complete and submit a Game play.

You will be notified whether or not you are a potential winner instantly when you play the Game. **Limit one (1) Game play per person/email address per Day. Limit one (1) Prize per person/email address.** Sponsor's clock shall be the official clock of the Game. A "Day" begins at 12:00 A.M. ET and ends at 11:59 P.M. ET during the Game Period. Use of any robotic, automatic, programmed or similar Game play method or more than permitted hereunder will void all entries and result in disqualification. All potential winners are subject to verification before any Prize will be awarded.

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

2. ELIGIBILITY. The Game is open to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older as of May 27, 2019. Void elsewhere and where prohibited by law. Employees, officers, and directors of Sponsor and its parent company, PepsiCo, Inc. and each of its respective affiliates, subsidiaries, distributors, advertising and promotional agencies and members of the immediate families (spouse, biological, adoptive or step-parents, grandparents, children, grandchildren, siblings, or spouse of any of the foregoing, regardless of where they reside) or households (whether or not related) of each of the above are not eligible. This promotion is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein.

The words "you," "your," and "entrant" as used herein refer to the natural person participating in the Game. If you are under the age of eighteen (18) or under the age of majority in your state of legal residence if different from eighteen (18), **then, before participating in the Game (and thereby agreeing to these Official Rules), you must obtain permission from your parent or legal guardian to accept these Official Rules and participate in the Game. IF YOU ARE YOUNGER THAN THIRTEEN (13) YEARS OLD, YOU MAY NOT ENTER THE GAME. By**

participating in the Game, you represent and warrant that (i) you are at least thirteen (13) years old or older as of May 27, 2019; (ii) you are fully able and competent to enter into and comply with the Official Rules; and (iii) either (a) you are over the age of majority in your state of legal residence; or (b) you have consent from your parent or legal guardian to enter into this Game and comply with, and be bound by, the Official Rules. As a condition to winning or receiving any prize set forth in these Official Rules, the Sponsor may require you to provide a proof of age and permission of your parent or legal guardian, including without limitation a copy of these Official Rules signed by your parent or legal guardian.

3. PRIZES, APPROXIMATE RETAIL VALUES AND ODDS OF WINNING. Total of Nine Thousand Five Hundred (9,500) available Prizes, fifty (50) available per Day: one (1) Gatorade Gx bottle that can be personalized on Gatorade.com and four (4) Gx pods (each, a "Prize"). Approximate retail value ("ARV") of each Prize: \$24.99. Total ARV of all Prizes: \$237,405. Nine thousand five hundred (9,500) random, computer-generated winning times will take place during the Game Period, fifty (50) times generated per Day. If you are the first player to play the Game at or after one of the randomly generated times, you will be the potential winner of a Prize. The odds of winning depend on the timing of each entrant's completed Game play in relation to the randomly generated times, and the quantity of prizes available on that Day at the time of Game play.
4. TO CLAIM YOUR PRIZE.
 - a. If a message indicates that you are a winner of a Prize, you will receive an e-mail to the address provided upon registration within approximately twenty-four (24) hours with your redemption codes and directions on how to claim your prize (subject to verification). **It is suggested that you download and print the email and have it with you when you claim your prize, as it is important that you follow the directions exactly.** To claim your prize, visit Gatorade.com customize your bottle, and, during checkout, follow the directions you received to input the codes provided in your winner email. **NO CREDIT CARD NUMBER IS REQUIRED TO CLAIM A PRIZE.** Minors should have a parent/legal guardian present when claiming a prize. Prizes will be shipped at no cost to the winner (shipments to the 50 United States or D.C. only) within approximately one (1) to two (2) weeks.
 - b. For all prizes awarded in the Game, Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. **ALL PRIZES MUST BE REDEEMED WITHIN FIFTY (50) DAYS OF THE END OF THE GAME PERIOD OR SUCH PRIZE WILL BE FORFEITED AND WILL NOT BE AWARDED.** Redemption of a prize is subject to all applicable terms and conditions on Gatorade.com. Income taxes, if any, on prize are the sole responsibility of winner.
5. DISCLAIMER. Sponsor and its affiliated companies are not responsible for printing, distribution or production errors. Sponsor and its agencies or other service providers for the Game are not responsible for technical, hardware, software, or telephone/computer malfunctions of any kind, lost or unavailable connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications, including any messages sent to a spam folder, caused by the user or by any of the equipment or programming associated with or utilized in this Game, or

by any human, or other error, which may occur during this Game or during prize fulfillment. If due to a computer programming, human or other error, more prizes are claimed than intended to be awarded, the intended number of prizes will be awarded in a random drawing from among all prize claimants. In no event will Sponsor be liable for more than the stated number of prizes. Entrants, and their parents/guardians if entrants are deemed minors in the states in which they reside (each a "Minor" and collectively "Minors") agree to be bound by these Official Rules and by the decisions of independent judging organization (the "Judges"), whose decisions are final in all matters relating to this promotion. If, in Judges' opinion, there is any suspected or actual evidence of tampering with any portion of the Game, or if technical difficulties compromise the integrity of the Game, the Judges reserve the right to disqualify suspect entries or modify the Game in a manner deemed appropriate by the Judges, at the Judges' sole discretion. In such event, winners will be determined from eligible entries received prior to such determination or as otherwise deemed fair and equitable by the Judges. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF SUCH TERM OR OF THESE OFFICIAL RULES, GENERALLY. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND WILL BE VOID AND NOT HONORED.**

6. GENERAL CONDITIONS. Each potential winner, or his/her parent or legal guardian if winner is a Minor, may be required to complete, sign and return an Affidavit of Eligibility, Liability Release and, where legal, a Publicity Release within fourteen (14) business days of first attempted notification. Failure to comply with this condition or the return of prize claim documents as undeliverable, will result in forfeiture of prize, without compensation. Participation and prize acceptance constitutes permission (except where prohibited by law) by winners and parents and/or legal guardians of winners (if Minors) to use winners' names and likenesses for advertising, promotion, and publicity purposes in all media worldwide, without limitation or additional notification, approval or compensation. All information submitted as part of the Game will be treated in accordance with these Official Rules and with the Gatorade Privacy Policy, which can be viewed at <https://www.gatorade.com/privacy-policy>. Failure to comply with these Official Rules may result in disqualification from this promotion. In the event of a dispute as to the identity of the individual who made any Game play, the authorized account holder of the e-mail address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. By accepting a prize, winners (or their parents/legal guardians if winners are Minors) release and agree to hold harmless Sponsor and its parent company, subsidiaries, affiliates, directors, each of their respective employees, officers and agents, including without limitation, their advertising/promotion agencies and all entities associated with the Game from, any and all liability, injury, loss, or damage of any kind to property or person(s) including death, which may be caused, directly or indirectly, in whole or in part, from or in connection with: (a) unauthorized human intervention in any part of the Game play process or the Game; (b) electronic or human error which may occur in the administration of the Game or the processing of entries/Game Plays or prize claims; (c) your participation in the Game or the awarding,

receipt, possession, use or misuse of any prize; (d) any printing or typographical errors or other incorrect or inaccurate information in any Game-related materials; (e) stolen, lost, late, misdirected, corrupted, interrupted, incomplete, or indecipherable entries/Game Plays, or the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet Service (as applicable); or (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware, software (including without limitation participant's particular wireless device carrier network, if applicable), or the Game's website. THE GAME, THE GAME'S WEBSITE AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. DISPUTES; GOVERNING LAW; VENUE; WAIVER. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of the state of Illinois, without giving effect to any choice of law or conflict of law rules or provisions. Except where prohibited by law, entrant and the entrant's parents or legal guardian (if the entrant is a Minor) agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, the Game or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Chicago, IL; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event attorneys' fees, legal fees, disbursements or court costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant and the entrant's parents or legal guardian (if the entrant is a Minor) hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.
- SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. WINNERS LIST. For a list of the Prize winners, send a self-addressed stamped envelope to the Gatorade Custom Gx Bottle Instant Win Game Winners List, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by March 14, 2020 and will be fulfilled after all winners are confirmed.

SPONSOR: The Gatorade Company, 555 W. Monroe St., Chicago, IL 60661