

Lipton® Together – Harris Teeter Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. The Lipton Together Harris Teeter Sweepstakes (the “Sweepstakes”) is a game of chance.

1. Eligibility

The Sweepstakes is open only to individuals who are legal residents of the United States, residing in Georgia, North Carolina, South Carolina, Virginia, Maryland, Delaware and the District of Columbia, who are 18 years or older at the time of entry. Employees of Harris Teeter LLC, Pepsi Bottling Ventures (“Sponsor”), PepsiCo, Inc., Pepsi-Cola Company, and its bottlers, Track Marketing, Group, LLC, and each of their respective parents, subsidiaries and affiliated companies, distributors, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively “Sponsor and Promotion Parties”), the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step” of each) and those living in the same households as such employees are not eligible to participate. Void where prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator

Sponsor: Pepsi Bottling Ventures, 4141 Parklake Ave., Ste. 600, Raleigh, NC 27612.

Administrator: Track Marketing Group, LLC, 115 W. 30th Street Suite 403, New York, NY 10001.

3. Sweepstakes Entry Period

The Sweepstakes begins on June 16, 2021 at 12:00:00AM Eastern Time (“ET”) and ends on July 6, 2021 at 11:59:59PM ET (the “Sweepstakes Entry Period”). Administrator’s computer is the official timekeeping device for the Sweepstakes.

4. How to Enter

VIC Card Sign-Up: Any time between June 16, 2021 and July 6, 2021 (“Sweepstakes Period”), each time you use your Harris Teeter® VIC Card at a participating Harris Teeter® store you will receive one (1) entry into the random drawing (limit one [1] entry per day per household). A free VIC Card can be obtained upon application at any Harris Teeter® store. VIC Cards that are stolen, fraudulent, tampered with or otherwise altered are not eligible for use.

Entry by Mail: You may also enter simply by hand-printing your name, complete address (including city, state and zip code), day and evening phone numbers, age, e-mail address and complete 11-digit VIC card number, on a single 3” X 5” card (the “Mail-In Entry”) and mailing it to Lipton® Together – Harris Teeter Sweepstakes, Harris Teeter, Inc., P.O. Box 10100, Matthews, NC 28106. No purchase or use of a VIC Card is necessary to enter by mail. Customers are limited to one (1) Mail-In Entry per VIC card and only one Mail-In Entry per envelope. Only original hand printed Mail-In Entries are eligible. Mechanically reproduced Mail-In Entries will not be accepted. Each Mail-In Entry must be placed in a separate outer

mailing envelope. Any Mail-In Entry received in excess of the one request per VIC card or household and/or the one request per envelope will not be entered into the drawing. All Mail-In Entries must be postmarked by July 6, 2021 and received by noon on July 12, 2021 in order to be eligible. All Mail-In Entries become the exclusive property of Harris Teeter, LLC and will not necessarily be acknowledged or returned.

5. Sweepstakes Winner Selection/Notification

On or about July 14, 2021, potential winners will be selected in a random drawing from among all eligible entries received during the Sweepstakes Entry Period. Odds of winning a Prize depend upon the number of eligible entries received. Drawing will be conducted by Harris Teeter, LLC and winner will be contacted by the Administrator, whose decisions shall be final and binding. All prizes will be awarded.

POTENTIAL WINNER WILL BE NOTIFIED VIA E-MAIL AND/OR PHONE NUMBER PROVIDED DURING ENTRY REGISTRATION, AS SPONSOR'S DISCRETION. POTENTIAL WINNER MUST RESPOND AND ACCEPT PRIZE WITHIN 48 HOURS OF NOTIFICATION. Potential winners must follow the initial prize claim instructions and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor's decision as to the administration and operation of the Sweepstakes and the selection of the potential winners is final and binding in all matters related to the Sweepstakes. Limit of one (1) prize per person for the Sweepstakes.

6. Verification of Potential Sweepstakes Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners may be required to sign and return to Administrator, within five (5) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner by random drawing by Harris Teeter, LLC from among all remaining eligible entries.

7. Grand Prizes

Four (4) grand prizes will be awarded. Each grand prize winner will receive one (1) pair of tickets (2 tickets total) to a Luke Bryan: Proud to Be Right Here concert experience. Concert experience will be in Charlotte, NC on July 23, 2021 or Raleigh, NC on July 24, 2021. Approximate retail value is \$599. Prize consists only of concert experience. Location and date of concert experience are to be determined by Sponsor and/or Talent, in their sole discretion. In the event the concert experience is not capable of being held live, Sponsor reserves the right, in its sole discretion, to substitute prize for another or equal or greater value.

Tickets are subject to program availability, venue capacity and age restrictions. Winner and guests must abide by all venue policies. Parking and travel not included and are solely the responsibility of winner and guest. No responsibility is assumed by Sponsors for canceled, delayed, suspended or rescheduled event. Resale or transfer of tickets and pre-show experience is prohibited. No warranty or guarantee will be given by Sponsor with respect to the prize. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and the winner agrees to look

solely to such entity for any such warranty or guarantee claim. Prize is non-transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and the winner agrees to look solely to such entity for any such warranty or guarantee claim. ARV of all prizes for the Sweepstakes is \$2,396.

8. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, PepsiCo, Inc., Pepsi-Cola Company, Pepsi/Lipton Tea Partnership, its bottlers, Facebook, Twitter, Instagram, Administrator and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers, Harris Teeter, LLC and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

In the event of noncompliance with the Official Rules, or if the winner cannot be reached at the phone number on the winner's Entry Form or VIC Card application, the prize will be forfeited and awarded to an alternate winner (in the order drawn). Prizes are not transferable. No cash or prize substitutions, except that Harris Teeter reserves the right to substitute prizes of comparable value. Only one prize per household per calendar year can be awarded.

All Mail-In Entries become Harris Teeter property and will not be returned. Harris Teeter and Sponsor assume no responsibility or liability for lost, misdirected, misplaced, damaged, illegible, incomplete, late, mutilated or postage-due Mail-In Entries or for any act or failure to act regarding the transmitting, delay or processing of VIC Card applications or for the operation of the VIC Card program, including data loss and/or corruption, computer malfunctions or software errors. To qualify for entry based on having a VIC Card, you must provide Harris Teeter a valid name and address associated with the card number. VIC Card membership is free and is open to everyone who completes and submits a customer application. Harris Teeter reserves the right, at its sole discretion, to cancel the VIC Card program, should it become technically corrupted or otherwise cannot be conducted as originally planned and to select winners from among all eligible Mail-In Entries received.

9. Publicity

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor and its agents use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions

Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor or Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in their sole discretion. Sponsor or Administrator reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons 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. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively before a court located in North Carolina having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

13. Privacy

Except as noted in these Official Rules, information collected for this Sweepstakes is used only for the purpose of Sweepstakes administration and winner notification and will not be re-used, sold or shared in any manner by the Released Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.pepsibottlingventures.com/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

14. Winners List

For the Winners List, email your request to LiptonHarrisTeeter@trackmarketing.net with the Subject: Lipton Together Harris Teeter Winners List. Requests must be received by August 31, 2021. DO NOT SEND ANY OTHER CORRESPONDENCE OR SUBMISSIONS TO THIS EMAIL ADDRESS.