# PEPSI® TAILGATE SWEEPSTAKES

## OFFICIAL RULES

## NO PURCHASE REQUIRED TO ENTER OR WIN.

## YOU MUST BE 18 YEARS OF AGE OR OLDER TO ENTER.

1. **ELIGIBILITY**: The Pepsi® Tailgate Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States who are eighteen (18) years of age or older as of the date of entry and residing in the greater San Francisco Bay Area. Void where prohibited by law. Employees of the National Football League, its member clubs, including, without limitation, the San Francisco 49ers, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, and each of their respective parents, subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, the "NFL Entities") or other companies associated with the promotion of the Sweepstakes, Pepsi-Cola Advertising and Marketing, Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law.

2. **SPONSOR:** The Sweepstakes are sponsored by Forty Niners Football Company LLC (together with its affiliates, the "Sponsor").

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes by an entrant (the "Entrant") constitutes Entrant's full and unconditional agreement to and acceptance of these official rules ("Official Rules") and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **ENTRY PERIOD:** The Sweepstakes run from 12:01 a.m. on 11/13, 2026 to 11:59 p.m. on December 4, 2026 (the "Entry Period"). Entries that are submitted prior to or after the Entry Period will be disqualified.

5. **HOW TO ENTER:**

   **Via Online**: In order to enter the Sweepstakes and be eligible for the corresponding prize, you must correctly complete the entry form located at https://web.witcontests.com/49ers/sweepstakes/vote/the-pepsi-tailgate-26111, including your first and last name, email address, full mailing address (no P.O. Boxes), date of birth, and vote for your favorite Pepsi® product. The winner will be selected at random from the pool of entrants who follow and complete the instructions correctly.

   Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, mechanical reproductions, or similar methods will be void. All completed entries become the property of Sponsor and will not be returned. Entries without all requested information will be disqualified and not entered into the drawing.

All late, lost, or incomplete entries are not considered valid entries. **There is a limit of one (1) entry per person.** Entrants submitting multiple entries will be disqualified and not entered into the drawing. ENTRANTS MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY TO BE ELIGIBLE.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

6. **SPONSOR OWNERSHIP OF ENTRIES**. All entries and materials submitted to Sponsor in connection with the Sweepstakes (collectively, "Entry Materials"), along with all copyright, trademark, and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant.

7. **DRAWING AND ODDS OF WINNING:** Within 30 days following the Entry Period, the Sponsor will select one (1) potential winner in a random drawing of all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via email. If a potential winner does not respond within twenty-four (24) hours of first contact or is not eligible or does not wish to accept the prize (as described below), the Sponsor may disqualify that potential winner and select an alternate potential winner in his/her place at random from the remaining eligible entries received.

8. **REQUIREMENTS OF POTENTIAL WINNERS:** A potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") where permitted by law within forty-eight (48) hours of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will be disqualified and an alternate entrant may be selected in his/her place in a random drawing of all entries received. A potential winner must also provide proof that the winner is at least eighteen (18) years old as of the date of entry in order to be eligible.

9. **PRIZES:** One (1) prize will be awarded and will consist of two (2) tickets to the San Francisco 49ers home game at Levi's Stadium on December 13, 2026, one (1) parking pass, two (2) club passes, and access to the Pepsi® Tailgate Gameday Activation. The odds of being selected depend on the number of entries received. The approximate retail value is $1,000. All prize details will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by winner. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner is responsible for all costs and expenses associated with prize acceptance and use not listed above as being provided, including, without limitation, meals, incidentals, ground transportation, souvenirs, taxes, fees, and surcharges. **Prizes will be reported as income to the winner and the winner will be responsible for all federal, state, and local taxes associated with the receipt of any prize.**

The date and time of the game are subject to change. ***No transportation will be provided to or from the game.*** Sponsor makes no guarantee as to the location of the seats for the game and exact seats will be determined by Sponsor in its sole discretion. Sponsor is not responsible for lost or mutilated tickets, and none will be replaced. Sponsor is not responsible for postponement or cancellation of the game. Winner and guest must comply with all stadium rules and regulations, including, without limitation, all health and safety protocols, and ticket terms and conditions at all times. Failure to do so may result in forfeiture of the prize. The terms and conditions of the tickets awarded will govern in the event a game, as defined by Sponsor, is not played due to any reason, including, without limitation, weather, an act of God, an act of terrorism, a war or war-like action, a public health emergency, or civil disturbance. Sponsor reserves the right, in its sole discretion, to remove or to deny entry to any winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the game. The Released Parties will not be responsible for any act of God, act of terrorism, civil disturbance, work stoppage, or any other occurrence outside their reasonable control that may cause the cancellation of the game. Resale of game tickets is strictly prohibited. For the avoidance of doubt, unused tickets cannot be refunded, exchanged, or applied towards tickets for any subsequent game or for cash.

10. **PRIVACY AND PUBLICITY:** All information submitted by an Entrant in the Sweepstakes will be treated according to Sponsor's Privacy Policy, available at http://www.49ers.com/about-us/privacy-policy.html. In the event Entrant opts-in to receive promotional communications from Pepsi-Cola Advertising and Marketing, Inc., the information shall also be treated according to Pepsi-Cola Advertising and Marketing, Inc.'s Privacy Policy, available at https://www.pepsico.com/privacy. Additionally, except where prohibited by law, participation in the Sweepstakes constitutes Entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media now or hereafter known throughout the world in perpetuity without further payment, consideration, permission, or notification.

11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, without limitation, fraud, digital virus, or any other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, as determined by the Sponsor in its sole discretion, or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right, in its 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 in an unsportsmanlike or disruptive manner. 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

12. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrant agrees to release and hold harmless the Sponsor, Pepsi-Cola Advertising and Marketing, Inc., PepsiCo, Inc., and their respective parents, subsidiaries, affiliates, officers, directors, employees, representatives and agents, the NFL Entities, and each of their parent, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of or connected with participation in the Sweepstakes or receipt or use of any prize, including, without limitation: (a) any error that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing or typographical errors in materials associated with the Sweepstakes; (d) lost or late entries; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) alleged or actual violations of rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional; (g) telephone, electronic, hardware, software, network, Internet, or other computer- or communications- related malfunctions or failures; or (h) injury, death, 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 of any prize, whether under a theory of contract, tort (including negligence), warranty, or other theory. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees. Entrant waives the right to claim any damages whatsoever other than the cost of entering and participating in the Sweepstakes, including, without limitation, punitive, consequential, direct, or indirect damages. Entrant further waives all rights to have damages multiplied or increased.

**IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY" (OR ANY EQUIVALENT STATUTORY PROVISION WITH A SIMILAR IMPORT OR INTENT). IF ENTRANT IS A RESIDENT OF A STATE OTHER THAN CALIFORNIA, ENTRANT EXPLICITLY WAIVES THE TERMS AND PROTECTIONS OF ANY STATUTE OF HIS/HER STATE THAT HAS A SIMILAR IMPORT OR INTENT.**

13. **DISPUTES:** Except where prohibited by law, any controversy, claim, or dispute arising out of these Sweepstakes (including, without limitation, any controversy, claim, or dispute arising from Entrant's dealings with third-party sponsors for products and/or services promoted in, awarded in, linked, or otherwise associated with the Sweepstakes (each such third-party sponsor, a "Third Party Sponsor")) (a "Claim") shall be resolved by final and binding arbitration. Such arbitration shall take place in Santa Clara County,

California, and shall be administered by a single arbitrator pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, without regard to conflicts of law principles to the contrary. In order to keep costs down for both Sponsor and Entrant, hearings may, at Sponsor's request, be conducted telephonically or entirely upon submissions. Entrant expressly consents to the exercise of jurisdiction and venue by the state and federal courts located in Santa Clara County, California. In addition to the above, Entrant waives the right to bring any Claim as a class action, consolidated, multi-district or collective action, or private attorney general action. Entrant also agrees not to participate in any class action, consolidated, multi-district or collective action, or private attorney general action regarding any Claim. If Sponsor prevails in any arbitration or proceeding hereunder, Sponsor shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including, without limitation, attorneys' fees. Entrant acknowledges and agrees that each Third Party Sponsor will be deemed a "Sponsor" and a third-party beneficiary of the terms and conditions set forth in this paragraph.

14. **Sweepstakes Results:** To request a winners list, send a self-addressed, stamped envelope to: Pepsi® Tailgate Sweepstakes, San Francisco 49ers, 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054, Attn: Corporate Partnerships. Requests must be received within three (3) weeks of the end of the Entry Period. VT residents omit postage.

15. **Severability:** These Official Rules for the Sweepstakes are severable, and if any portion is determined invalid or unenforceable by a body of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect to the fullest extent consistent with applicable law.