

**NEW YORK FOOTBALL GIANTS**

***PEPSI PRESENTING GAME SWEEPSTAKES***

***PRESENTED BY PEPSI***

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**VOID OUTSIDE OF THE UNITED STATES AND WHERE PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. PLEASE DO NOT PROCEED IF YOU ARE NOT LOCATED IN THE UNITED STATES.**

1. **SPONSOR OF THE *PEPSI PRESENTING GAME SWEEPSTAKES*** (“Sweepstakes”). The Sponsor of the Sweepstakes is New York Football Giants, Inc., whose address is 1925 Giants Drive, East Rutherford, NJ 07073.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00 PM Eastern Time (“ET”) on September 14, 2022 and ends at 10:00 AM ET on September 16, 2022 ET (the “Sweepstakes Period”).
3. **RULES:** These Official Sweepstakes Rules comprise the entire set of Official Rules governing this Sweepstakes. **IF YOU ENTER THE SWEEPSTAKES YOU AGREE TO THESE RULES.**
4. **ELIGIBILITY:** Sweepstakes open only to individual eligible residents of the United States who are 18 years of age or older at the time of entry.

Employees, officers, representatives and their immediate family members and household members, whether or not related, of New York Football Giants, Inc. (“Sponsor”), Giants Stadium LLC, New Meadowlands Stadium Company, LLC, or Pepsi-Cola Advertising and Marketing, Inc., and their respective parent companies, subsidiaries, affiliates, advertising or promotional agencies, fulfillment, marketing agencies and other third parties assisting or providing services in connection with this Sweepstakes (collectively the “Promotion Entities”) and the NFL Entities (as defined below) are not eligible to participate. For purposes of the Sweepstakes, “immediate family members” means parents, spouses, children, and siblings, regardless of where they reside, and those living in their same households whether or not related.

No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Official Rules or entry forms to their members. Winning the prize is contingent upon fulfilling all requirements set forth in these Rules. **VOID OUTSIDE OF THE UNITED STATES.**

5. **HOW TO ENTER:** During the Sweepstakes Period, visit the Giants website at <http://www.giants.com/pepsisweepstakes> and follow the instructions to complete and submit the registration form to receive one (1) entry.

**IMPORTANT NOTICE: The Giants are collecting Personal Information when you enter. Please refer to the Giants' Privacy Policy at [www.Giants.com/Privacy](http://www.Giants.com/Privacy) for how we treat and use Personal Information.**

**When you enter, you also may opt-in to receiving marketing materials Pepsi. Please refer to the Pepsi Privacy Policy at <https://contact.pepsico.com/pepsico/privacy-policy> for how it treats and uses the Personal Information of those who opt-in.**

**IF YOU ACCESS THE GIANTS WEBSITE USING A MOBILE DEVICE, DATA RATES MAY APPLY.**

6. Each valid entry, regardless of the submission method, will have an equal chance of winning. Limit of one (1) entry per person, per household and per e-mail address throughout the Sweepstakes Period. Additional entries received in excess of the stated limitation will be void. No illegible, incomplete, forged, or altered entries will be accepted. Any entries deemed inappropriate by Sponsor, in its sole and absolute discretion, are ineligible. All entries become the exclusive property of the Sponsor and will not be returned. Sponsor shall have the right to disqualify any entrant at any time in its sole and absolute discretion. In case of a dispute, an online entry will be deemed made by the Authorized Account Holder of the e-mail address used. "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 that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of submission of an entry form does not constitute proof of receipt. Sponsor shall determine the eligibility of any entrant in its sole and absolute discretion. In addition, Sponsor may disqualify any entrant in its sole and absolute discretion.

Promotion Entities are not responsible for: late, lost, stolen, damaged, garbled, incomplete, illegible, inaccurate, misdirected or undelivered entries or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or winner, for any injury or damage to entrant's or any other person's computer or devices relating to or resulting from participation in this Sweepstakes, or for printing, typographical, human or other errors appearing in these Official Rules or other Sweepstakes-related materials. Sponsor reserves the right, in its sole discretion, to void any entries and disqualify such

entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes and/or who are in violation of these Official Rules.

Further, Promotion Entities are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

Promotion Entities disclaim any liability for damage to any device or computer system resulting from participation in, or accessing or downloading information in connection with this Sweepstakes, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes or contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes.

In the event of any such cancellation, termination or suspension, a notice will be posted, and a random drawing will be held from among all eligible, non-suspect entries received prior to such time.

Sponsor reserves the right, in its sole discretion, to disqualify any entrant (and all of his or her sweepstakes or contest entries) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he or she tampers with the entry process or if his or her fraud or misconduct affects the integrity of this Sweepstakes.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. **SELECTION OF WINNER:** One (1) potential Prize winner will be chosen from all eligible entries received during the Sweepstakes Period in a random drawing on or about September 22, 2022 by Sponsor. The potential Prize winners will be notified at the telephone number provided in his/her registration form. If an initial potential winner does not answer the phone or is otherwise unavailable during the initial contact attempt and/or does not claim the Prize by the requested date/time, an alternate potential Prize winner may be chosen, time permitting and in Sponsor's sole discretion.

- (a) Odds of winning depend upon the total number of eligible entries received throughout the Sweepstakes Period.
- (b) Each potential Prize winner will be required to provide Sponsor with a complete and accurate W-9 Form and will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release within twenty-four (24) hours of the time of issuance of the notification. Prize will be fulfilled after winner confirmation and execution of the Affidavit or any other required paperwork. Potential prize winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements set forth herein.

- (c) In the event the initial potential winner does not respond within twenty-four (24) hours of time of issuance notification, or is disqualified for any reason, Sponsor will select an alternate Prize winner, by random drawing, from among all remaining eligible entries. Only two (2) alternate drawings will be held after which time the applicable Prize will remain un-awarded.
- (d) Non-compliance with the foregoing, with these Official Rules or the return of a Prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of the Prize to an alternate winner, as set forth in Section 7(c), above.
- (e) Acceptance of the Prize constitutes permission for Sponsor and its agencies to use each winner's name, address, likeness, and/or Prize information for advertising and promotional purposes in any medium without additional compensation to the extent permitted by law.

8. **PRIZE:** One (1) prize winner will receive the following:

- Two (2) club tickets to winner's choice of a Giants home game held at MetLife Stadium during the 2022 NFL Regular Season
- One (1) parking pass to winner's choice of a Giants home game held at MetLife Stadium during the 2022 NFL Regular Season
- One (1) replica football autographed by Kayvon Thibodeaux (no authentication provided)

APPROXIMATE RETAIL VALUE: \$1,350

The Prize is awarded "as is" without any warranty, guarantee or representation of any kind either express or implied by Sponsor. The Prize winner must be over 18 at the time of entry.

When applicable, a 1099 tax form will be issued in the amount of the Prize to each Prize winner; for awards to an individual taxpayer with a value of at least \$600, you will receive a 1099-tax form, a copy of which will be filed (as required by law) with the Internal Revenue Service. You are responsible for consulting your own tax advisor as you deem appropriate. Costs and expenses associated with the acceptance and use of the Prize not specified herein as being awarded, including, but not limited to, all federal, state local and other taxes, are each winner's sole responsibility. The Prize is non-transferable outside of the Prize winner's immediate family, and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute the Prize for one of equal or greater value should the offered Prize, or any part of the offered Prize, become unavailable for any reason. **ALL FEDERAL, STATE, LOCAL AND OTHER TAXES AND ALL OTHER COSTS ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED, ARE THE SOLE RESPONSIBILITY OF EACH WINNER.** Each winner agrees to comply with all laws and applicable regulations in connection with the prize. Failure to do so may result in forfeiture of the Prize.

9. **WINNER'S NAME:** For the name of the winners, email [Cristina.Sinofsky@giants.nfl.net](mailto:Cristina.Sinofsky@giants.nfl.net) after September 22, 2022.

10. **QUESTIONS:** If you have any questions regarding this Sweepstakes, send an email to [Cristina.Sinofsky@giants.nfl.net](mailto:Cristina.Sinofsky@giants.nfl.net) with the phrase "PEPSI PRESENTING GAME SWEEPSTAKES" written in the subject line of the email.

11. **NFL ENTITIES.** The National Football League, its member professional football clubs (other than the New York Football Giants), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA SITE OR THE NFL ENTITIES. You are providing your information to Sponsor and not to any social media site. The information you provide will only be used in accordance with these Official Rules and the Giants Privacy Policy available at <https://www.giants.com/privacy>.**

12. **CHOICE OF LAW AND DISPUTES:** This Sweepstakes will be governed by the laws of the State of New Jersey. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a state court located in Bergen County, New Jersey or federal court located in Newark, New Jersey.

**BY ENTERING INTO THIS SWEEPSTAKES AND AGREEING TO THESE OFFICIAL RULES, YOU MAY BE GIVING UP IMPORTANT LEGAL RIGHTS – PLEASE READ ALL OF THESE OFFICIAL RULES CAREFULLY.**

**EXCEPT WHERE PROHIBITED BY LAW, EACH ENTRANT AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN THE STATE OF NEW JERSEY, (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT WILL THE SAME INCLUDE ATTORNEY'S FEES, (III) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (IV) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED.**

**IF ANY SUCH PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE, THESE RULES SHALL BE CONSTRUED IN ACCORDANCE WITH**

**THEIR TERMS AS IF THE INVALID OR UNENFORCEABLE PROVISION WAS NOT CONTAINED THEREIN.**

13. **RELEASE:** BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, THE PROMOTION ENTITIES AND THE NFL ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, AGENTS, ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES AND THE RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OWNERS AND AGENCIES OF EACH (COLLECTIVELY, “RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY AND DAMAGES OF ANY KIND, INCLUDING ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE AWARD, USE, ACCEPTANCE, OR MISUSE OF ANY PRIZE OR WHILE PREPARING FOR OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, ANY TRAVEL ACTIVITY RELATED THERETO, AND FURTHER INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT’S BREACH OF ANY AGREEMENT ,WARRANTY OR REPRESENTATION ASSOCIATED WITH THE SWEEPSTAKES, INCLUDING THESE OFFICIAL RULES.

14. **SPONSOR’S RESERVED RIGHTS.** Sponsor reserves the right to correct clerical or typographical errors in any promotional materials.

15. **PRIVACY POLICY.** Entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor’s privacy policy which is available at <https://www.giants.com/privacy>. Any questions regarding privacy matters should be directed to the following address as set forth in the Sponsor’s Privacy Policy: **New York Football Giants, Inc., 1925 Giants Drive, East Rutherford, NJ 07073, ATTENTION: Nilay Shah.**