***PEPSI SCARF THE CITY***

**OFFICIAL RULES (“OFFICIAL RULES”)**

**NO PURCHASE NECESSARY TO ENTER OR PARTICIPATE IN THE CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST BEGINS AT 6:30 A.M. (ET) ON MARCH 29, 2023 AND ENDS AT 9:00 P.M. (ET) ON MARCH 29, 2023.**

1. **ELIGIBILITY:** Pepsi Scarf the City (the “Contest”) is open to legal residents who, as of the time and date of entry: (i) live within a seventy-five (75) mile radius of Orlando, Florida (“Territory”), and (ii) are at least thirteen (13) years of age (each an “Entrant” or collectively “Entrants”). Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Orlando Pride, LLC (“Orlando Pride”), PepsiCo Beverages North America (“PepsiCo” and collectively with Orlando Pride, the “Sponsors”), National Women’s Soccer League, LLC (“NWSL” collectively with Orlando Pride, the “NWSL Entities”) and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Contest are not eligible to participate or win a Prize. The Sponsors and the NWSL Entities, and each of their respective parent companies, affiliates, subsidiaries, distributors, licensees, dealers, retailers, printers, representatives and advertising and promotion agencies, prize providers, assigns and any and all other companies associated with the Contest, and all of their respective owners, officers, directors, employees, shareholders, representatives, and agents are each a “Released Party” and shall herein collectively be referred to as “Released Parties.”
2. **HOW TO ENTER**: The Contest shall begin at approximately 6:30 A.M. (ET) on March 29, 2023, and ends at approximately 9:00 P.M. (ET) on March 29, 2023 (“Entry Period”). During the Entry Period, there is one (1) way to enter. No other method of entry will be accepted. Any incomplete entries will not be considered. Once the entry is completed and uploaded, the entry is final, and the Entrant may not modify or edit its submission. All entries must meet the requirements set forth below.

During the Entry Period, Entrants will be able to use Orlando Pride’s social media channels to pinpoint scarf locations throughout the Territory. Once you find a scarf, take a photo with the scarf, and upload your photo to your Instagram or Twitter account with the hashtag #PepsiScarftheCity (a “Social Media Entry”). Social Media Entries that do not follow this format will not be eligible and will be void. If there are multiple people in the submitted photo, the Entrant will be deemed to be the account holder of the social media account from which the Social Media Entry was received. Social media accounts used to submit Social Media Entries must be publicly accessible and Sponsors must be able to communicate with Entrant on that account. Any Social Media Entry submitted by a minor must be supported by verifiable parental consent from the minor’s parent or legal guardian. Entrants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram.

By submitting a photo as part of a Social Media Entry, Entrant, or the parent or legal guardian of such Entrant, warrants that the submitted photos must further meet the following criteria, as determined in the Sponsors’ sole and final discretion:

* Photos must not contain or infringe on any third-party names, trademarks, identities, copyrighted or patented material, trade secrets, and/or other material subject to the claims of third parties, including Released Parties.
* Photos must not contain obscene or offensive language, sexually explicit or suggestive content, content that promotes drug or alcohol use, communication that endorses any form of hate, or otherwise depict messages that are inconsistent with the positive images and goodwill that Released Parties associate with.
* Photos must not contain remarks that disparage, defame, misrepresent, invade the publicity and/or privacy rights of a third party or the products or intellectual property of a third party, including Released Parties.
* Photos must not contain background artwork unless it is an original work of the Entrant. Further, Entrant must be the sole owner of all copyright interests in any artwork depicted in the background of photo.
* Photos must not contain content that advertises or promotes a brand, trademarks owned by others, or product of any kind, or contain any personal identifiable information.
* Photos must not otherwise be in violation of any law, statute, regulation, or ordinance.

All Social Media Entries must be received by 9:00 P.M. (ET) on March 29, 2023, to be eligible to participate in the Contest. The clock of the Sponsors will be the official timekeeper for this Contest. All information and files submitted in the format specified will become property of the Sponsors and used as provided in the NWSL Terms of Use and Privacy Policy, each of which can be found by visiting <https://www.nwslsoccer.com/privacy-policy> and <https://www.nwslsoccer.com/terms> (both of which are incorporated herein by reference). Each submitted Social Media Entry must meet all of the required representations and warranties. Failure to complete any step outlined in, or to follow any of, the Official Rules will result in disqualification of the attempted entry.

1. **GRAND PRIZE AND FIRST PRIZES (“PRIZES”):**

There is one (1) Grand Prize to be awarded as outlined in the chart below:

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| --- | --- | --- |
| **Number of Winners** | **Grand Prize Description** | **Total Approximate Retail Value** |
| One (1) | One (1) single match suite, provided by PepsiCo, for one (1) 2023 NWSL Orlando Pride regular season home game at Exploria Stadium, subject to availability. Such home game is to be determined by Sponsors in their sole discretion. | $2,500.00 |

There are five (5) First Prizes to be awarded as outlined in the chart below:

|  |  |  |
| --- | --- | --- |
| **Number of Winners** | **Grand Prize Description** | **Total Approximate Retail Value** |
| Two (2) | One (1) Publix gift card to be used on PepsiCo products | $500.00 each |
| Two (2)  | One (1) authentic & customizable 2023 Orlando Pride Highway Woman Kit | $200.00 each  |
| Two (2)  | Four (4) single game match tickets and field passes to a 2023 NWSL Orlando Pride regular season home game at Exploria Stadium. Such game to be determined by Sponsors.  | $100. 00 each  |
| One (1)  | One (1) night hotel accommodation at the Grand Bohemian Hotel Orlando, subject to availability.  | $289.00 |
| Four (4)  | One (1) Pizza Hut gift card | $50.00 each |

The total approximate retail value of the Prizes is four thousand five hundred and eighty-nine dollars ($4,589.00). The Prizes are not eligible for returns or exchanges. Each Winner, or the parent or legal guardian of a Winner, is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes), and any other charges not listed herein that are associated with claiming their respective Prizes. Limit one (1) Prize per family or household during the Contest.

Orlando Pride home game dates and times are determined in the sole discretion of NWSL and may be subject to change. Exact seat locations will be determined by the Sponsors. Sponsors are not responsible if the tickets are lost, stolen, destroyed, or used without permission. If the tickets are lost, stolen, destroyed, or used without permission, they will not be replaced. The Winners and its guest(s) agree to comply with all applicable stadium regulations in connection with the Prize, including Orlando Pride’s Code of Conduct for Guests, Ticket Terms, Single Home Game Suite License Agreement, and COVID-19 Health Promise. The NWSL Entities reserve the right to remove or deny entry to Winners and/or its guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any game. Released Parties will not be responsible for weather, Acts of God, acts of terrorism, civil disturbances, work stoppage, force majeure event, or any other event that may cause the cancellation or postponement of any Orlando Pride home game.

The Prizes are non-transferable and non-assignable, with no cash redemptions or substitutions except at the Sponsors’ sole and absolute discretion. Sponsors reserve the right to substitute the Prizes (or portion thereof) with one of comparable or greater value, at their sole and absolute discretion. Any difference between the stated value and actual value will not be awarded. Notwithstanding anything to the contrary herein, any prize to be awarded to a minor shall be awarded to the parent and/or guardian, on behalf of the minor, listed on the entry. No more than the advertised number of prizes will be awarded.

1. **SELECTION OF CONTEST WINNERS:** In order to win, you must share your photo on your social media account (Twitter or Instagram) with your scarf included in your photo using the hashtag #PepsiScarftheCity. Winners will be determined by two (2) or more representatives of the Orlando Pride, whose decisions are final on all matters relating to this Contest. Orlando Pride representatives will judge all eligible Social Media Entries received based on the photo submitted by the Entrants and each eligible Entrant will be provided a score from 1-10 in each of the following criteria which will receive the following weight noted in parenthesis: Sixty Percent (60%) for Entrant’s overall creativity and message of the photo and Forty Percent (40%) for brand relevance and the extent to which Sponsors brand in the scarf is utilized in the photo.

The Winners, or the parent or legal guardian of a Winner, may be subject to verification of eligibility and compliance with the terms of these Official Rules. In the event of a tie, an additional tie-breaking judge will determine the Grand Prize Winner from among the tied entries using the judging criteria outlined above. The Sponsors reserve the right to not award the Prizes if, in their sole discretion, the Contest does not receive a sufficient number of eligible and qualified entries. The decisions of the Sponsors are final and binding on all matters relating to this Contest.

1. **NOTIFICATION AND DELIVERY OF PRIZES:** The Winners will be determined within seven (7) days following the conclusion of the Entry Period and will be notified through a direct message via Winner’s social media account. In the event that a Winner does not respond to such notification within twelve (12) hours of the time of issuance, a disqualification will result, the applicable Prize will be forfeited and, at the Sponsor’s sole discretion and time permitting, an alternate Winner mat be chosen. A Prize may be awarded to the runners up of the Contest if: (i) a Winner fails to meet the eligibility requirements as set forth in Section 1; (ii) the Prizes are returned as undeliverable; (iii) two (2) attempts to contact a Winner by social media account are unsuccessful; or (iv) a Winner declines the Prize.
2. **REPRESENTATIONS AND WARRANTIES:** By submitting a Social Media Entry, each Entrant, or the parent or legal guardian of an Entrant, acknowledges and agrees to these Official Rules, including, without limitation, that the Sponsors may use your Social Media Entry as set forth in these Official Rules. By submitting a Social Media Entry, you agree that: (i) the Social Media Entry is Entrant’s original work of authorship and Entrant owns all rights, title, and interest in the rights to the Social Media Entry as provided in these Official Rules, (ii) if the Social Media Entry contains any material that is not owned by Entrant, Entrant has obtained any and all releases and consents necessary to permit the use and exhibition of the Social Media Entry by the Sponsors in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Social Media Entry, (iii) the Social Media Entry does not violate any law or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, and (iv) publication or use of your Social Media Entry by the Sponsors through media platforms will not infringe on the rights of any third party.

The Sponsors reserve the right to disqualify any Social Media Entry it deems to be inappropriate, not in keeping with the Sponsors’ image or that is otherwise not in compliance with these Official Rules, in their sole discretion, including but not limited to any entry that: (i) defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person’s personal or property rights or any other third party rights; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; (iii) is sexually explicit, lewd, or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; (iv) is obscene or offensive; endorses any form of hate or hate group; (v) appears to duplicate any other submitted entries; (vi) contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vii) contains copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media), without permission; (viii) except those of the Sponsors, contains or references any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity; (ix) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; (x) contains look-alikes of celebrities or other public or private figures, living or dead; (xi) communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate or otherwise contains content which the Sponsors in their sole discretion decide is inappropriate or objectionable; and/or; (xii) violates any law, rule, or regulation.

1. **PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS:** By entering the Contest, Entrant, or the parent or legal guardian of such Entrant, agrees to assign a perpetual, non-exclusive, royalty-free, no-cost, irrevocable right and license for Released Parties to publish, post, modify, edit, display, or otherwise use the Social Media Entry, including but not limited to Entrant’s name, likeness, and photo submission, in whole or in part, in any manner or medium now or hereafter known, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law. Entrants, or the parent or legal guardian of such Entrant, hereby forever waive and relinquish all moral rights now or hereafter recognized in connection with Social Media Entries submitted as part of the Contest. Entrants, or the parent or legal guardian of an Entrant, acknowledge that as a condition subsequent to participating in the Contest and being selected as a Grand Prize or Frist Prize Winner, the Sponsors may request that Entrant’s Social Media Entry, and any rights therein, be assigned to the Sponsors and Entrants may be required to confirm such assignment by completing and submitting an Affidavit of Eligibility, Liability and Publicity Release, and any other documents and third-party consents as may be required by Orlando Pride (collectively “Prize Acceptance Documents”).
2. **WAIVER OF LIABILITY/IDEMNIFICATION/PUBLICITY RELEASE:** By participating in the Contest and submitting a Social Media Entry, each Entrant, or the parent or legal guardian of such Entrant, agrees to (i) be bound by these Official Rules, including all entry requirements, (ii) be bound by the decisions of the Sponsors (iii) waive any and all claims against the Released Parties, Twitter, and Instagram for including, but not limited to, any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from participation in the Contest or from the receipt or use of any Prize and (iv) indemnify and hold harmless the Released Parties, Twitter, and Instagram from all claims, liabilities, suits, costs, expenses (including, without limitation, costs of investigating and settling any indemnified matters), fees (including reasonable attorney’s fees) and damages which may be made, brought against, or incurred by the Released Parties in connection with any loss or liability arising out of or resulting from any act or omission of any Released Party in connection with the Contest or receipt or use of any Prize, including, but not limited to: (a) any infringement by the Released Parties of the intellectual property rights, rights of publicity, or rights of a third party, (b) any failure of a Released Party to comply with any applicable law, rule, or regulation, (c) interrupted or unavailable network, server, Internet Service Provider (“ISP”), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties that may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prizes or in any Contest-related materials, (d) incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; (e) late, lost, stolen, incomplete, illegible, misdirected, damaged, garbled, delayed, or undelivered mail, inaccurate, postage-due or garbled entries; (f) injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website; (g) 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 Contest or receipt of any prize. Each Entrant, or the parent or legal guardian of an Entrant, agrees to the use of their name, photograph, voice and /or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.
3. **GENERAL:** This Contest is void outside of the Territory and where prohibited or restricted by law and is subject to all applicable federal, state, and local laws and regulations. Proof of eligibility may be required. The Contest shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, including all matters of construction, validity, and performance, without giving effect to its conflict of law principles. Taxes and fees, if any, are the sole responsibility of Winners, or the parent or legal guardian of a Winner. Winner, or the parent or legal guardian of a Winner, may be required to sign an IRS form 1099 or the equivalent. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. The Contest is a contest designed to increase consumer awareness of and interest in the Sponsors and NWSL Entities. In the event that the Contest is challenged by any legal or regulatory authority, the Sponsors reserve the right to discontinue or modify the Contest, or to disqualify Entrants residing in the affected geographic areas. In such event, Released Parties shall have no liability to any Entrants who are disqualified due to such an action. Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other Entrant or Sponsors’ representatives or who are in violation of these Official Rules, as solely determined by the Sponsors, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Sponsors, the NWSL Entities, and/or their respective agents. The Sponsors and the NWSL Entities shall have the sole right to disqualify any Entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. Sponsors are not liable to a Winner or to any other person for failure to supply the Prizes described herein (or any part thereof) by reason of such Prizes (or any portion thereof) becoming unavailable or impracticable to award for reasons beyond the reasonable control of the Sponsors, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind, transportation, interruption, civil disturbance, or any other cause beyond the reasonable control of the Sponsors. Sponsors are responsible only for delivery of Prizes, and not for use, utility, quality, or otherwise. The Sponsors’ failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsors and the NWSL Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including, without limitation, should virus, bugs, unauthorized human intervention, or other causes beyond Sponsors’ control corrupt or affect the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, the Sponsors may elect to identify and award the Prizes from among all non-suspect, eligible entries received up to the time of such cancellation. The Sponsors reserve the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

1. **DISPUTE RESOLUTION:**

(a) *Informal Dispute Resolution*. Prior to filing any arbitration proceeding pursuant to Section 10(b) hereof, the party intending to file such a proceeding shall notify the other party in writing of the existence and the nature of the dispute. The parties each agree that within ten (10) business days of the other party's receipt of such notice, a representative of each party shall meet in-person for a minimum of one (1) eight (8) hour day, or such shorter period of time if the dispute is more quickly resolved, in Orlando, Florida in order to attempt to amicably resolve the dispute. If such informal dispute resolution attempts prove to be unsuccessful, the notifying party may initiate the dispute resolution procedures available as set forth herein. Each party shall bear its own costs associated with the meeting and in no event shall either party be liable to the other for any costs or expenses incurred as a result of such meeting.

(b) *Arbitration*. Except as provided in Section 10(c) with respect to injunctive proceedings, and Section10(a) with respect to informal dispute resolution, all controversies, disputes or claims arising between the parties arising out of or related to this promotion shall be submitted promptly for arbitration to be conducted in Orlando, Florida, and administered by the American Arbitration Association. Such arbitration proceedings shall be resolved by a single arbitrator selected by mutual agreement of the parties. If the parties are unable to agree on the appointment of the arbitrator to resolve the dispute within thirty (30) days from the date when the request for arbitration initially has been communicated to the other party, such appointment shall be made by the American Arbitration Association. The arbitrator shall have the right to award or include in the award any relief deemed proper under the circumstances, including attorneys’ fees and costs incurred by the prevailing party. The award and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. The parties waive any right to contest the validity or enforceability of such award.

(c) *Injunctive Relief*. The parties acknowledge that violation of these Official Rules would cause irreparable harm that would not be adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief will be available to prevent any actual or threatened violation of such provisions.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS AND NWSL ENTITIES WILL DISQUALIFY ANY SUCH ENTRANT, AND THE SPONSORS AND THE NWSL ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

1. **WINNERS’ LIST:** For a list of Prize recipients, mail a self-addressed stamped envelope to Pepsi Scarf the Cityat 655 W Church Street, Orlando, Florida 32805. Winners’ list requests must be received by April 13, 2023.
2. **SPONSORS:** Orlando Pride, LLC, 655 W Church Street, Orlando, Florida 32805 andPepsiCo Beverages North America, 1480 Chattahoochee Ave, NW, Atlanta, Georgia 30318, are the Sponsors of this Contest. NWSL, Publix, Pizza Hut, Grand Bohemian Hotel Orlando, Twitter, and Instagram are not sponsors, administrators, or prize providers of this Contest. Orlando Pride and PepsiCo names and logos are registered trademarks and are used with permission.