

## **GATORADE SPORT SHOP AT DOLLAR GENERAL**

### **TERMS AND CONDITIONS**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**VALID WHILE SUPPLIES LAST.**

**MESSAGE & DATA RATES MAY APPLY.**

The Gatorade Sport Shop at Dollar General ("Promotion") is sponsored by The Gatorade Company ("Sponsor"), 555 W. Monroe St, Chicago, IL 60661 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION TIMING:** The Promotion includes a purchase period ("Purchase Period") and redemption period ("Redemption Period"). The Purchase Period begins at 12:00 AM Eastern Time ("ET") on March 18, 2019 and ends at 11:59:59 PM ET on December 31, 2019. The Redemption Period begins at 12:00 PM ET on April 8, 2019 and ends at 11:59:59 PM ET on January 15, 2020. Promotion valid only while supplies last. The Administrator's computer is the Promotion official clock.
- 2. ELIGIBILITY:** The Promotion is offered to legal United States residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age (19 in AL and NE; 21 in MS) at the time of participation. Void where prohibited or restricted by law. Employees, officers, directors, representatives, and agents of Sponsor, PepsiCo, Inc., Pepsi Beverages Company, Pepsi-Cola Company and its bottlers, Dollar General, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities"), the NFL Entities (as defined below), and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Sponsor and Administrator's decisions and interpretations, which are final and binding in all matters related to the Promotion. Participation is contingent upon fulfilling all requirements set forth herein. If a participant participates via a mobile device, message and data rates may apply. Not all cellular phone providers carry the service necessary to participate in the Promotion through a mobile device. Please check your mobile device's capabilities for specific web enabled browsing instructions and pricing plans. For purposes of the Promotion, a participant's residential address and email address will be the physical address and email address submitted at registration. Participants will not be allowed to change their physical addresses or email addresses.

- 3. HOW TO PARTICIPATE IN THE PROMOTION:** To participate in the Promotion, a participant must, during the Purchase Period, purchase any single bottle or 4-pack of bottles of any Gatorade or Propel product at a Dollar General store ("Qualifying Purchase"). Following a Qualifying Purchase, during the Redemption Period, a participant must visit <https://gatoradesportshop.com> ("Website"), enter the code found on the Qualifying Purchase receipt, and follow the instructions to register for the Promotion by providing all requested information, including, but not limited to, first and last name (no initials), email address,

participant-generated password, street address (no P.O. Boxes), city, state, ZIP Code, phone number, date of birth, confirmation that participant is not an employee of any of the Promotion Entities, and confirmation that participant has read and agrees to be bound by these Terms and Conditions and is eighteen (18) years of age or older (19 in AL and NE; 21 in MS). Note: a participant may also follow the instructions at the Website to create an account before he/she enters a code. Following registration, a participant may earn points (each, a “Point”) to redeem rewards (each, a “Reward”). A participant will receive one (1) Point by entering the code found on a single bottle Gatorade or Propel Qualifying Purchase receipt and will receive four (4) Points by entering the code found on a 4-pack of Gatorade or Propel bottles Qualifying Purchase receipt. A Qualifying Purchase receipt/code can only be used one (1) time. Note: a participant who participated in the 2018 version of the Promotion will not have to re-register, but must follow the instructions to create a new password and agree to these Terms and Conditions. Both returning and new participants will receive two (2) bonus Points upon registering (for new participants) or returning (returning participants). **Note: it may take up to five (5) calendar days for Website to reflect a participant’s updated Point total.** Upon earning Points, a participant may follow the directions at the Website to redeem Rewards. The following Rewards will be available in the Promotion:

Reward	Type	# of Points to claim Reward	ARV (each)	Quantity Available
Coupon for \$0.50 off a 32 oz. Gatorade purchase at a Dollar General store (new registrants only)	Physical	n/a – new registrants only	\$0.50	17,000
Coupon for \$0.50 off a 32 oz. Gatorade purchase and coupon for \$0.50 off a Propel purchase at a Dollar General store	Physical	5	\$1	7,000
Coupon for \$0.75 off a Gatorade 4-pack (12 or 20 oz.) purchase, coupon for \$0.75 off a Gatorade 20 oz. purchase, coupon for \$0.50 off a Propel purchase, and coupon for \$0.50 off a 32 oz. Gatorade purchase at a Dollar General store	Physical	10	\$2.50	15,000
\$10 Reward Visa® Prepaid Card*	Physical	25	\$10	1,200
\$10 NFL digital card	Digital	25	\$10	800
\$25 Reward Visa® Prepaid Card*	Physical	50	\$25	4,000
\$25 NFL digital card	Digital	50	\$25	4,000

\* Reward Visa Prepaid Cards expire six (6) months from the date of issue.

In no event will more Rewards than are stated in the table above be awarded in the Promotion. No Reward substitution or exchange will be allowed, except as determined by Sponsor, who reserves the right to substitute an item of equal or greater value in case of unavailability of a Reward. The use of a Reward is subject to the terms and conditions set forth by the issuer. All Gatorade and Propel coupons expire on March 1, 2020. **Reward Visa Prepaid Cards expire six (6) months from the date of issue. Rewards must be claimed by 11:59:59 PM ET on January 15, 2020. Any remaining Points will be forfeited after 11:59:59 PM ET on January 15, 2020.**

Digital Rewards will be emailed to participants at the email addresses used at registration within approximately one (1) to two (2) weeks. To receive a Physical Reward, a participant must follow the directions at the Website to provide his/her full mailing address the first time he/she redeems a Physical Reward (or confirm that the address already provided is correct). Physical Rewards will be mailed to participants at the mailing addresses provided at the Website within approximately four (4) to six (6) weeks. The Visa Prepaid Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc., and can be used everywhere Visa debit cards are accepted. The Bancorp Bank; Member FDIC. The Bancorp Bank does not endorse or sponsor, and is not affiliated in any way with this offer. All trademarks and brand names belong to their respective owners. Use of these trademarks and brand names do not represent endorsement by or association with this card program. **Limit twenty-five (25) Rewards per person/household.** If a participant creates multiple accounts or attempts to participate in the Promotion using multiple identities, then Sponsor, in its sole discretion, may void any or all such accounts.

4. **LIMITATION OF LIABILITY:** By participating in the Promotion, participants agree that the NFL Entities, the Promotion Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Reward; and (viii) submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Promotion, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, or participant's participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Reward (or any component thereof); (d) any change in the Rewards (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties;

(g) lost, late, stolen, misdirected, damaged or destroyed Rewards (or any element thereof); or  
(h) the negligence or willful misconduct by participant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion. Without limiting the foregoing, everything regarding this Promotion, including each Reward, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

**5. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE REDEMPTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**6. PRIVACY POLICY:** Sponsor's privacy policy is available at <https://www.gatorade.com/privacy-policy>.

**7. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Terms and Conditions is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, email addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's registrations/accounts will be declared null and void. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Participants may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or

other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each participant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. No participant shall have the right to modify or amend these Terms and Conditions. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Promotion details contained in these Terms and Conditions and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Terms and Conditions shall prevail.

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**Participant irrevocably waives all claims against the National Football League, its member professional football clubs, 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") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Promotion or the prizes awarded. The NFL Entities have not offered or sponsored this Promotion in any way.**