

**Abbreviated Rules for Email and other collateral materials:**

No purchase necessary. 50 U.S. & DC, 18+. Ends 11:59 PM ET 10/22/22. Void where prohibited. Official Rules at <https://www.izze.com/rollout/officialrules.pdf>

**IZZE Rollout Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**IZZE Rollout Sweepstakes ("Sweepstakes") starts at 12:01 a.m. Eastern Time ("ET") on October 15, 2022 and ends at 11:59 p.m. ET on October 22, 2022 ("Sweepstakes Period").**

**ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and District of Columbia, who are 18 years of age or older. Employees of Moxi Roller Skates ("Sponsor"), its parent, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws. By participating, each entrant agrees to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Sweepstakes.

**HOW TO ENTER:** During the Sweepstakes Period, there are two (2) ways to enter: 1) Instagram Photo Entry: Upload to Instagram a photo of yourself drinking an IZZE, tag @izzeofficial and include hashtags #IZZErollin #sweepstakes, or 2) Instagram Share Entry: Visit @izzeofficial's profile page on Instagram, find and share the post about the Sweepstakes, tag @izzeofficial and include hashtags #IZZErollin #sweepstakes (each, an "Entry"). All entries must be received by October 22, 2022 at 11:59 p.m. ET. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. Limit one (1) Entry per person for the entire Sweepstakes Period, regardless of method of entry. Multiple Entries from any person will be void. If you do not have an Instagram account, establishing an account is free. All Instagram terms apply. Your Instagram account must be set to "public" in order for your entry to be eligible. You can return the account to "private" any time after the winner has been announced. All Entries become the property of Sponsor.

**REQUIREMENTS OF ENTRIES:** Entry must be the original work of the entrant (with the exception of the shared Instagram Post), may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;

- 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;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about the Sweepstakes Entities, or other people, products or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (except for the shared Instagram Post or IZZE can) (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- 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;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Sponsor may disqualify any Entry for any reason, including if it determines, that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

**PUBLICITY GRANT AND LICENSE/USE OF ENTRIES:** By submitting an Entry, each entrant grants to Sponsor and its licensees, agencies, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry, together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, he/she/they will sign documents to this effect. Released Parties are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

**DRAWING:** Potential winners will be selected in a random drawing during the week of October 24, 2022 from among all eligible Entries received. Odds of winning depend on number of eligible Entries received.

**WINNER NOTIFICATION:** Potential winners will be notified by direct message and will be required to execute and return a Declaration of Eligibility, Liability and, unless prohibited, Publicity Release, as well as a W-9 form. If a potential winner does not respond to the initial notification within the time period stated in the email notification, does not return all required

documentation within the time period stated, or if a prize notification or prize is returned as undeliverable, or a potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner will be selected for the prize at issue. Sponsor will only select three (3) alternate winners after which the prize will not be awarded.

**PRIZE (4):** Moxi Outdoor Lolly Complete skate designed off of Sponsor's choice of the IZZE Sparkling blackberry, Mango, Apple, and/or Grapefruit flavors Approximate Retail Value ("ARV"): \$840 each. Total ARV of all prizes: \$3,360. Winners assume all risk, responsibility and liability associated with use of the prize, including, without limitation, any risks of physical harm. Winner will be issued a 1099 for the actual value of the prize. Prize is awarded "as is" with no warranty or guarantee, either express or implied. Winners may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. Prize is not redeemable for cash. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person.

**GENERAL CONDITIONS:** By participating, each entrant agrees to release, discharge and hold harmless Sponsor, Meta (dba Instagram), and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of any awarded prize (any injury or harm related thereto).

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries, comments, messages, posts, email, mail or other communications of any kind; or for lost, 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries

received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**USE OF DATA:** Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.moxiskates.com/pages/privacy-policy>

**WINNERS LIST:** To receive a winners list (first name, last initial and state) send an email to: pbnausbevsizzesmadmin@pepsico.com, by no later than thirty (30) days after the end of the Sweepstakes Period.

**SPONSOR:** Moxi Roller Skates: 1375 Obispo Ave Long Beach, CA 90804.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.