

#ChicagoTastesBetterwithPepsi Cash Back Offer (“Offer”) - Terms and Conditions

The Offer is available to individual consumers only who are eighteen (18) years or age or older and a legal U.S. resident residing in one of these counties within Illinois, Indiana or Wisconsin at the time of participation: Cook, IL; DuPage, IL; Grundy, IL; Kane, IL; Kankakee, IL; Kendall, IL; Lake, IL; McHenry, IL; Will, IL; Jasper, IN; Lake, IN; Newton, IN; Porter, IN; Kenosha, WI. See Appendix at the bottom of these Terms and Conditions for the list of valid ZIP Codes per county. Void where prohibited by law.

To receive a digital \$15.00 Pre-Paid Debit Card (“**Cash Back**”), be one of the first one thousand (1,000) eligible individuals to complete the steps listed below, in accordance with these Terms and Conditions. **Offer valid while supplies last. First come, first serve.** Limit one (1) per person.

The Offer begins on June 27, 2024 at 12:01:00 a.m. Central Time (“**CT**”) and ends on June 30, 2024 at 11:59:59 p.m. CT (“**Offer Period**”).

Step 1: Visit a participating location and purchase a sandwich and a PEPSI®.

- During the Offer Period, purchase an Italian Beef sandwich and a participating Pepsi® product (see below) at any restaurant offering Italian Beef sandwiches and Pepsi® products. The sandwich and participating Pepsi® product purchase shall hereinafter be referred to as the “**Combo**”.

Participating PEPSI® products include: Pepsi, Diet Pepsi, Pepsi Zero Sugar, Pepsi Wild Cherry, Pepsi Zero Sugar Wild Cherry, Diet Pepsi Wild Cherry, Pepsi Vanilla, Pepsi Mango, Pepsi Zero Sugar Mango, Pepsi Caffeine Free, Diet Pepsi Caffeine Free, Nitro Pepsi Vanilla, Nitro Pepsi, Pepsi Real Sugar

Step 2: Post a photo or video of your Combo on your personal Instagram account.

- During the Offer Period (defined above), post a photo or video of your Combo on your personal Instagram account with hashtags #ChicagoTastesBetterwithPepsi and #PepsiOffer (“Hashtags”) and tag @pepsi (altogether, the “**Submission**”). **The Hashtags MUST be included in order for your Submission to be considered for the Offer.**
 - Note: Posts published in Instagram Stories will NOT qualify for the Offer; only in-feed Instagram posts are valid.
 - Participant must be a registered user of Instagram and follow Sponsor’s (defined below) handle @pepsi on Instagram for the duration of the Offer. To create a free Instagram account, follow the onscreen instructions to register at <http://Instagram.com>. To become a follower of @pepsi, visit [Instagram.com/pepsi](https://www.instagram.com/pepsi) and choose to follow.
 - Each participant’s submission and username/handle must comply with these Terms and Conditions and the Instagram Terms of Use and Community Guidelines found at <https://www.instagram.com/legal/terms>.
 - Incomplete, deceptive or garbled Submissions are not eligible. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a Submission.
 - Instagram profile must be public for the duration of the Offer Period and through July 15, 2024.
- All Submissions must be posted by 11:59:59 p.m. CT on June 30, 2024.
- Limit one (1) Submission per person/Instagram account.

- If it is discovered that a participant used multiple Instagram accounts for the purpose of submitting more than one (1) Submission, such persons will be disqualified.
- Submissions are invalid if they appear to duplicate any other submitted Submission or entry for this Offer or any other promotion.

Step 3: Verification of your Submission. Claim your Cash Back.

- Within two (2) weeks after the Offer end date, if your Submission is one (1) of the first one thousand (1,000) eligible Submissions received for the Offer, you will receive a direct message (“DM”) from Sponsor’s administrator.
 - Your Instagram account **MUST** be set to receive DMs from everyone to be notified as eligible. It is a participant’s responsibility to timely set account settings to accept messages from Sponsor’s administrator and to timely check their account for such messages.
- Follow instructions in the DM within forty-eight (48) hours to claim your Cash Back. Valid email address required.
 - All participants must have a valid email address. The name of the person participating must be the authorized account holder of the email address associated with the Instagram account used to participate in the Offer, otherwise the Submission may be deemed void. Multiple participants may not share the same email address or Instagram account. In the event of a dispute over the identity of a participant, the Submission will be declared made by the authorized account holder of the email address associated with the Instagram account in which the Submission was submitted. Participant may be required to provide identification sufficient to show they are the authorized account holder of the account.
- Allow up to one (1) week from receipt and verification of your information to receive Cash Back.
- NOTE: Participants will not be contacted if they are not one of the first one thousand (1,000) participants or if their Submission is not verified as eligible.

Requests shall be honored on a "first come, first serve" basis in relation to when participants post their Submissions and when such Submission is received and recorded. Once one thousand (1,000) Submissions have been received, the Offer will expire and Cash Back will no longer be available for redemption. By participating in the Offer, you agree that Sponsor and Instagram, Inc. will have no liability whatsoever for, and shall be held harmless by you against, any liability for injuries, losses or damages of any kind to persons and/or property resulting in whole or in part, directly or indirectly, from participation in the Offer, and/or from acceptance, use or misuse of the Cash Back.

Sponsor reserves the right to cancel the Offer at any time. Any fraudulent Submission or attempt by any person to submit more than one (1) request per person, as determined by Sponsor in its sole discretion, shall give Sponsor the right to deny such request. All personal information collected will be used solely for the purpose of validating and processing your request or to contact you should there be an issue with your submission. To view Sponsor’s Privacy Policy, please visit contact.pepsico.com/pepsi/privacy-policy. Additionally, any communication between the participant and Sponsor or its administrator regarding this Offer (e.g., DMs, phone calls, chats, emails, etc.) may be recorded for quality assurance and training purposes.

The decisions of the Sponsor with respect to this Offer, including without limitation, the verification of compliance with purchase requirement, are final and binding and non-appealable in all respects.

Submissions or Cash Back claims that are inaccurate or contain illegible or incomplete information, regardless of the reason therefore, will be rejected and will not be honored. No liability or responsibility is assumed by Sponsor or its agencies resulting from participant's participation in or attempt to participate in the Offer or ability or inability to upload or download any information in connection with the Offer. No responsibility or liability is assumed by

Sponsor or its agencies for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Offer: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or network communication problems; errors or limitations of any Internet or wireless providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Instagram platform in whole or in part for any reason; traffic congestion on the Internet; unauthorized human or non-human intervention in the operation of the Offer, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Offer, or loss, miscount, misdirection, inaccessibility or unavailability of participant's contact information provided for the Offer.

Sponsor and its agencies are not responsible for any typographical errors in promotional materials, the announcement of available Cash Back offers or these Terms and Conditions, or any inaccurate or incorrect data contained on the Website. Use of a social media platform is at user's own risk. Sponsor and its agencies are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's mobile device or computer equipment resulting from participation in the Offer.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE OFFER MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.

This Offer is in no way offered, sponsored, endorsed or administered by, or associated with Instagram. Any questions, comments or complaints regarding the Offer shall be directed to the Sponsor and not Instagram, Inc.

This Offer may not be published in any coupon/promotion magazines, websites, flyers or elsewhere without written permission of Sponsor.

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Appendix – Eligible ZIP Codes by county:

Illinois

Cook County: 60004, 60005, 60007, 60008, 60016, 60018, 60022, 60025, 60026, 60029, 60043, 60053, 60056, 60062, 60068, 60076, 60077, 60089, 60090, 60091, 60093, 60101, 60106, 60126, 60131, 60153, 60154, 60155, 60160, 60162, 60163, 60164, 60165, 60171, 60176, 60191, 60201, 60202, 60203, 60208, 60301, 60302, 60304, 60305, 60402, 60406, 60409, 60411, 60415, 60419, 60422, 60423, 60425, 60426, 60428, 60429, 60430, 60438, 60439, 60443, 60445, 60452, 60453, 60455, 60456, 60457, 60458, 60459, 60461, 60463, 60464, 60465, 60469, 60472, 60473, 60476, 60477, 60478, 60482, 60487, 60499, 60501, 60513, 60521, 60523, 60525, 60526, 60527, 60534, 60546, 60558, 60601, 60602, 60603, 60604, 60605, 60606, 60607, 60608, 60609, 60610, 60611, 60612, 60613, 60614, 60615, 60616, 60617, 60618, 60619, 60620, 60621, 60622, 60623, 60624, 60625, 60626, 60628, 60629, 60630, 60631, 60632, 60633, 60634, 60636, 60637, 60638, 60639, 60640, 60641, 60642, 60643, 60644, 60645, 60646, 60647, 60649, 60651, 60652, 60653, 60654, 60655, 60656, 60657, 60659, 60660, 60661, 60664, 60666, 60668, 60669, 60670, 60673, 60674, 60675, 60677, 60678, 60680, 60681, 60682, 60684, 60685, 60686, 60687, 60688, 60689, 60690, 60691, 60693, 60694, 60695, 60696, 60697, 60699, 60701, 60706, 60707, 60712, 60714, 60803, 60804, 60805, 60827

DuPage County: 60101, 60103, 60108, 60116, 60117, 60122, 60126, 60137, 60138, 60139, 60143, 60148, 60157, 60172, 60181, 60184, 60187, 60188, 60189, 60190, 60502, 60504, 60510, 60515, 60516, 60517, 60519, 60521,

60522, 60523, 60525, 60527, 60532, 60540, 60555, 60559, 60561, 60563, 60564, 60565, 60566, 60567, 60572, 60585, 60598, 60599

Grundy County: 60407, 60408, 60416, 60420, 60424, 60437, 60444, 60447, 60450, 60479

Kane County: 60102, 60110, 60118, 60120, 60123, 60134, 60136, 60140, 60142, 60144, 60147, 60151, 60170, 60174, 60177, 60183, 60184, 60185, 60186, 60188, 60190, 60192, 60194, 60195, 60199, 60505, 60506, 60510, 60511, 60512, 60536, 60538, 60539, 60542, 60543, 60554, 60560, 60599

Kankakee County: 60901, 60910, 60914, 60915, 60917, 60922, 60935, 60940, 60944, 60950, 60954, 60961, 60964

Kendall County: 60447, 60503, 60512, 60536, 60537, 60538, 60541, 60543, 60545, 60560

Lake County: 60002, 60010, 60011, 60015, 60020, 60030, 60031, 60035, 60037, 60040, 60041, 60042, 60044, 60045, 60046, 60047, 60048, 60060, 60061, 60064, 60069, 60073, 60075, 60079, 60081, 60083, 60084, 60085, 60086, 60087, 60088, 60089, 60096, 60099, 60156, 60192, 60193, 60195, 60196, 60201, 60202, 60203, 60204, 60208

McHenry County: 60012, 60013, 60014, 60021, 60033, 60034, 60039, 60042, 60050, 60051, 60071, 60072, 60097, 60098, 60102, 60142, 60152, 60156, 60180, 60192

Will County: 60403, 60404, 60407, 60408, 60410, 60416, 60417, 60421, 60423, 60431, 60432, 60433, 60434, 60435, 60436, 60439, 60440, 60441, 60442, 60443, 60446, 60447, 60448, 60449, 60451, 60466, 60467, 60468, 60471, 60472, 60473, 60475, 60476, 60477, 60478, 60479, 60481, 60482, 60483, 60487, 60490, 60491, 60503, 60504, 60514, 60517, 60518, 60532, 60543, 60544, 60545, 60548, 60550, 60551, 60560, 60561, 60564, 60565, 60566, 60585, 60586

Indiana

Jasper County: 46310, 46374, 46392

Lake County: 46303, 46307, 46308, 46311, 46312, 46319, 46320, 46321, 46322, 46323, 46324, 46325, 46327, 46341, 46342, 46355, 46356, 46373, 46375, 46376, 46377, 46392, 46401, 46402, 46403, 46404, 46405, 46406, 46407, 46408, 46409, 46410, 46411

Newton County: 46310, 46349, 46365, 46372, 47922, 47948, 47963

Porter County: 46301, 46302, 46304, 46307, 46341, 46347, 46348, 46360, 46368, 46383, 46384, 46385, 46391, 46403, 46405, 46410, 46411

Wisconsin

Kenosha County: 53101