

OFFICIAL RULES
Enter-to-Win Promotion

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Eligibility.** Unless otherwise stated on the Promotion Page, the Promotion is open only to legal residents of the State of Colorado who are eighteen (18) years of age or older at the time of entry (an “**Eligible Entrant**”). Employees, officers and directors, including immediate family members (spouse, domestic partner, child (biological, foster or adoptive), sibling, or parent (biological, foster or adoptive) and their respective spouses/domestic partners, regardless of where they reside), and members of the same household, whether or not related, of The Denver Nuggets Limited Partnership (“Sponsor”), PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Kroenke Sports & Entertainment, LLC, and each of their respective parents, affiliated companies, subsidiaries, licensees, divisions, members, teams, affiliated leagues and any and all other companies associated with the Promotion (collectively, the “**Promotion Entities**”) are not eligible to participate or win a Prize. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion, including but not limited to the administration and operation of the Promotion. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

2. **Promotion Period.** The Promotion will begin and end on the dates and times set forth on the Promotion Page (the “**Promotion Period**”). All times listed are in Mountain Time. All entries must be received by Sponsor by the end of the Promotion Period. Sponsor reserves the right to extend or shorten the Promotion Period in its sole discretion, and to cancel, terminate, modify or suspend the Promotion for any reason in Sponsor’s sole discretion. Sponsor’s clock shall be the official clock of the Promotion.

3. **Multiple drawings.** If the Promotion Page states that the Promotion involves a series of drawings, the following applies: As indicated on the Promotion Page, there will be several entry periods within the Promotion Period (each, an “**Entry Period**”), each corresponding to a Drawing. All entries must be received by Sponsor by the end of the applicable Entry Period to be part of the corresponding Drawing. The start date and end date for each Entry Period is listed on the Promotion Page. Sponsor reserves the right to extend or shorten any Entry Period in its sole discretion. **Entries not selected in a Drawing will be automatically included in subsequent Drawings.**

4. **How to Enter.** During the Promotion Period, Eligible Entrants may enter the Promotion in the method described on the Promotion Page. **Limit one (1) entry per Eligible Entrant and Eligible Entrants may only win one (1) Prize.** No other form of entry will be accepted other than as described on the Promotion Page. In the event of dispute over the identity of an Eligible Entrant, an entry will be deemed made by the Authorized Account Holder of the e-mail address submitted at the time of entry, and the Potential Winner may be required to provide identification

sufficient to show that he/she is the Authorized Account Holder of such e-mail address. The **“Authorized Account Holder”** is deemed the natural person who is assigned to the e-mail address in question by the applicable Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address.

5. **Social Media.** THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, TWITTER, INSTAGRAM OR ANY OTHER SOCIAL MEDIA PLATFORM ON WHICH THE PROMOTION IS PROMOTED (each a **“Social Media Platform”**). ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE PROMOTION SHOULD BE DIRECTED TO SPONSOR, NOT ANY SOCIAL MEDIA PLATFORM. If the method of entry for the Promotion is through a specific Social Media Platform, the Eligible Entrant must be a registered user of such Social Media Platform. If an Eligible Entrant is not a registered user of such Social Media Platform, he/she may sign up for an account online or through the respective Social Media Platform application by downloading it onto their smartphone (available via Apple App Store and Google Play). Internet access is required.

6. **Winner Selection.** Sponsor will randomly select the number of entries set forth on the Promotion Page from all Eligible Entrants after the Promotion Period, or for each Drawing as applicable (each, a **“Potential Winner”**). Sponsor will attempt to contact the Potential Winner(s) in the manner described below. Should a Potential Winner not meet the eligibility criteria or the entry be found, in Sponsor’s sole discretion, to not comply with these Official Rules, such Potential Winner will be disqualified and Sponsor may select an alternative Potential Winner.

7. **Winner Contact.** Unless otherwise stated on the Promotion Page, Sponsor will attempt to contact a Potential Winner via e-mail within forty-eight (48) hours after the Promotion Period ends. Each Potential Winner who responds to Sponsor’s message, and complies with all other terms of the Official Rules, is a **“Winner.”** If a Potential Winner cannot be reached during the forty-eight (48) hour period or fails to respond to Sponsor within twenty-four (24) hours after said message is delivered, such individual will be disqualified and an alternative Potential Winner will be randomly selected from the remaining Eligible Entrants and contacted. Such process will continue until Sponsor contacts the number of Winners to award all Prizes. At all times, Sponsor reserves the right to select an alternate Winner in the event that a Winner is found to have not complied with these Official Rules.

8. **Prize Descriptions; General Prize Terms.**

a. **Prize Descriptions.** The Winner(s) will receive the prize(s) set forth on the Promotion Page (each, a **“Prize”** and collectively, the **“Prizes”**).

b. **General Prize Term.** The odds of winning a Prize will depend on the number of entries Sponsor has received by the end of the Promotion Period, or Entry Period as applicable, and will decrease as more entries are received. The right to receive a Prize is non-transferable and non-assignable. No cash redemption of a Prize is permitted except at Sponsor’s sole and absolute

discretion. Sponsor reserves the right to substitute the any Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. All costs and expenses associated with any acceptance and use not specified herein as being provided, including but not limited to transportation costs, parking, food and beverages, souvenirs, gratuities and other expenses incurred by accepting and making use of any Prize, are the sole responsibility of the applicable Winner (and Winner's guests, as applicable).

For game or event ticket prizes, each Winner and Winner's guest(s) will receive admission to the game or event only upon presentation of an admission ticket and will be subject to the rules and regulations of the venue while attending the game or event. Seat locations will be determined by Sponsor in its sole discretion. Unless otherwise agreed to by Sponsor, tickets will be available for pick-up at the applicable Venue's will call on the day of the game or event.

For travel related prizes, certain travel restrictions may apply. Travel arrangements (other than local ground transportation if not part of the Prize) must be made through Sponsor or its designee. If the Winner cannot travel on dates specified by Sponsor, the Winner may be disqualified and an alternate Winner may be selected in the Sponsor's sole discretion. The Winner and the Winner's travel companion must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, government issued photo identification and, if applicable, passports for international travel. Each Winner and his/her chosen guest may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the Winner's stay.

All federal, state, or local taxes associated with the Prizes award in connection with the Promotion are each Winner's responsibility. A form 1099 may be issued based on the value of the Prize as required by law. Winner may be required to execute and return any required affidavit of eligibility and/or liability/publicity release. To the extent requested, all such forms will be completed and returned within twenty-four (24) hours or Sponsor may disqualify a Winner.

9. Privacy Policy. Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor and used by Sponsor (i) for purposes of proper administration and fulfillment of the Promotion as described in these Official Rules, and (ii) as described in Sponsor's privacy policy, posted on Sponsor's website. In addition, each entrant agrees that Sponsor may share any personally identifiable information he or she supplies as part of the entry process with any of the Promotion Entities, the use of which will be governed by the privacy policy maintained by such Promotion Entity.

10. Release; Winner Publicity Release. By participating in the Promotion, each entrant agrees to release and hold harmless the Promotion Entities and any Social Media Platform used in connection with the Promotion (collectively, "**Released Parties**") from and against any and all claims, injuries, damages or losses that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Prize(s) awarded. Each entrant (irrespective of whether or not such entrant wins a Prize), grants to each of the Promotion Entities an independent, royalty-free, perpetual, irrevocable, fully transferrable, non-exclusive, worldwide right (but not obligation) and license to publicize and use such entrant's name, address (city and state of residence), photograph, voice and/or other likeness and Prize information in any and all

media now known or hereafter devised, without additional compensation or consideration, notification or permission, unless prohibited by law.

11. General. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Promotion Entities (i) do not make any warranty, guaranty or representation of any kind concerning the Promotion or a Prize (other than that any autographed memorabilia that may be awarded as a Prize is authentic and that items described as player-used have been actually used by a player) and (ii) to the extent permitted by law, disclaim any and all express and implied warranties (including, without limitation, quality, merchantability and fitness for a particular purpose) relating to the Promotion and the Prize(s).

The Promotion Entities are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, through e-mail or mail. 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 Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet service provider, 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prize(s) or in any Promotion-related materials. The Promotion Entities are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. The Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website.

Sponsor reserves the right in its sole discretion to disqualify any person (including an entrant) Sponsor suspects or finds: (i) to have tampered with the entry/selection process or the operation of Promotion; (ii) to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring Sponsor or Promotion Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with Promotion; or (v) to be acting in violation of these Official Rules. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to cancel or modify the Promotion if fraud or other difficulties compromise the integrity of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

12. Indemnity; Disputes. By participating in the Promotion, all entrants agree to indemnify and hold harmless each of the Released Parties from any and all liability arising out of or relating in any way to the entrant's participation in the Promotion. Except where prohibited by law, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in the County of Denver, State of Colorado; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING THIS PROMOTION AND/OR RECEIVING A PRIZE, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State Colorado. If any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.

13. Sponsor. The Sponsor is The Denver Nuggets Limited Partnership, 1000 Chopper Circle, Denver, Colorado 80204.

14. Winners List. For the list of all Winners, mail a self-addressed stamped envelope to: "Winners List," with the name of the Promotion, to Sponsor at Sponsor's address set forth on the Promotion Page. All requests must be received by no later than thirty (30) days after the end of the Promotion Period.