GATORADE® / 7-ELEVEN "WIN THE SUMMER" DEALER LOADER INCENTIVE ("PROGRAM") TERMS & CONDITIONS

- 1. ELIGIBILITY: The Program is open only to 7-Eleven Franchisees, located in Florida. A representative of the Franchisee, who is a legal U.S. resident of Florida and eighteen (18) years of age or older may participate the Program. Void where prohibited. NOT OPEN TO THE GENERAL PUBLIC. The Franchisee agrees to be bound by these Terms & Conditions and the decisions of the Administrator (defined below), which shall be final in all respects. The Program is subject to all federal, state and local laws and regulations.
- **2. HOW TO PARTICIPATE:** Between 12:00:00 a.m. Eastern Time ("ET") on May 25, 2025 and 11:59:59 p.m. ET on September 30, 2025 ("Program Period"), purchase a qualifying order (each a "Qualifying Order" as defined below), in a single transaction, via 7-Eleven's ordering system. Next, complete and submit the Program Entry Form* with a copy (PDF, PNG or JPG) of the invoice showing the Qualifying Order (collectively, the "Submission") at 7e.activatorrewards.com ("Website"). Invoices submitted must be dated no earlier than May 25, 2025 and no later than September 30, 2025 in order to be eligible towards this Program. Submissions must be submitted by the Franchisee and received and recorded by October 15, 2025 to be considered for the Program. No mechanically reproduced invoices/Submissions permitted.

Level	Qualifying Order	Rewards Points
1	Minimum of 15 cases of Gatorlyte® (28 oz bottles) and a	1,000
	minimum of 85 cases of Gatorade® (28 oz bottles)	
2	Minimum of 10 cases of Gatorlyte® (28 oz bottles) and a	500
	minimum of 40 cases of Gatorade® (28 oz bottles)	
3	Minimum of 5 cases of Gatorlyte® (28 oz bottles) and a	250
	minimum of 20 cases of Gatorade® (28 oz bottles)	

For Clarity: You <u>must</u> purchase Gatorlyte® and Gatorade® together in a single transaction at the minimum quantities for both products listed above to qualify for Reward Points.

*On the Program Entry Form, you will be allowed to select your Reward based on the Reward Points earned for a single Qualifying Order. For example, if you made a purchase of 15 cases of Gatorlyte® (28 oz bottles) and 80 cases of Gatorade® (28 oz bottles), you'll earn Reward Points for one (1) Level 2 Reward. Reward Points do not accumulate across multiple purchases; you cannot combine Reward Points from multiple orders to receive a higher-level reward. You must submit a new form for every new Qualifying Order.

3. REWARDS:

Level One Rewards

1,000 Reward Points. Must have purchased a minimum of 15 cases of Gatorlyte® (28 oz bottles) and a minimum of 85 cases of Gatorade® (28 oz bottles)

Nintendo Switch[™]. Approximate Retail Value ("ARV"): \$415.99

SONOS Roam 2 Speaker. ARV: \$378.78
Solo Stove® Pizza Oven. ARV: \$290.00

Level Two Rewards

500 Reward Points. Must have purchased a minimum of 10 cases of Gatorlyte® (28 oz bottles) and a minimum of 40 cases of Gatorade® (28 oz bottles)

Coleman® Chair. ARV: \$151.88
Beach Canopy. ARV: \$150.38
52-Quart Cooler. ARV: \$137.19

Level Three Rewards

250 Reward Points. Must have purchased a minimum of 5 cases of Gatorlyte® (28 oz bottles) and a minimum of 20 cases of Gatorade® (28 oz bottles)

• Pickleball Set. ARV: \$86.90

• Lululemon Backpack. ARV: \$72.09

Soft Shell Cooler with Built-in Speaker. ARV: \$74.46

The product names mentioned above are for identification purposes only. All trademarks and registered trademarks are the property of their respective owners. This Program is not endorsed, sponsored or otherwise affiliated with any company or brand name listed as a part of a reward description.

Recipients of rewards exceeding \$600.00 or more in value (from multiple Submissions) will be required to complete, sign and return Form W-9 and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release. The documents will be sent to the Franchisee representative and must be properly executed within two (2) days from the time the email containing the documents were sent from the Administrator's computer and prior to receiving their reward.

If (a) an attempted notification or reward is returned as undeliverable, (b) a Franchisee does not respond to the notification as stated within the notification, (c) a Franchisee does return the Affidavit within two (2) days (beginning at the time the Affidavit was sent), (d) a Franchisee or their Submission(s) cannot be verified or (e) a Franchisee is otherwise unable to accept a reward as stated, the reward may be forfeited. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Rewards will be shipped within six (6) to eight (8) weeks upon verification.

Rewards will only be retained by such individuals in conformity with their employer's internal policies regarding receipt of incentive rewards. Reward fulfillment is subject to the location's (with whom the individual is affiliated) internal policies. It is solely the Franchisee's responsibility to follow their employer's internal policies.

- 4. GENERAL: This Program is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. The reward recipients may be required to provide proof of legal U.S. residency if requested by Administrator to determine eligibility. No substitution of a reward is offered, no transfer of a reward to a third party is permitted and a non-cash reward may not be redeemed for cash value, except as determined by the Sponsor (defined below), in its sole discretion. The Sponsor reserves the right to substitute a reward of equal or greater value in the event a reward becomes unavailable. As a condition of participating in this Program, Franchisees agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will Franchisees be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than Franchisees' actual out-of-pocket expenses (e.g. costs associated with participating), and Franchisees further waive all rights to have damages multiplied or increased. Each reward recipient will be solely responsible for paying all applicable federal, state and local taxes on reward(s), if any. Each reward recipient may be required to give their social security number to the Administrator as a condition of receiving a reward and will receive an IRS Form 1099 for the retail value of their reward or combined rewards.
- **5. CONDUCT:** Failure to comply with these Terms & Conditions may result in disqualification. Administrator reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the operation of the Program; or to be acting in any manner deemed to be in violation of the Terms & Conditions; or to be acting in any manner deemed to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR FRANCHISEE OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- **6. REWARD POINTS DISCLAIMER:** Reward Points may not be combined with any other points, credits, etc. from different participants or promotions for any purpose. Franchisee is solely responsible for ensuring that their Reward Points are properly accounted for. Administrator reserves the right to invalidate Reward Points if it is

determined that such Reward Points were improperly credited, obtained fraudulently or in violation of these Terms & Conditions. Reward Points do not constitute property, do not entitle Franchisee to a vested right or interest, and have no cash value. As such, Reward Points are not redeemable for cash and are not saleable, transferable or assignable for any reason. Reward Points earned may not be sold, traded, bartered, auctioned, or given away. Program materials, including but not limited to Reward Points, are null and void and will be rejected if not obtained through authorized, legitimate channels.

7. LIMITATIONS OF LIABILITY: Sponsor, 7-Eleven, Inc., and the Administrator assume no responsibility or liability for (a) any incorrect or inaccurate entry information submitted by Franchisee, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Program; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Program; (d) inaccessibility or unavailability of the Website, any network or wireless service or any combination thereof; (e) suspended or discontinued Internet or wireless service; (f) any injury or damage to Franchisee's or to any person's computer or web-enabled device or property which may be related to or resulting from any attempt to participate in the Program or download of any materials in the Program; (g) suspended or discontinued wireless or online service which may result in a potential reward recipient not receiving a reward notification; (h) any change in a potential reward recipient's phone number, email address or mailing address; or (i) any undelivered emails, including without limitation, emails that are not received because of a potential reward recipient's privacy or spam filter settings which may divert any Program email, including any reward recipient notification email, to a spam or junk folder. If, for any reason, the Program (or any reward) is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes, including but not limited to Acts of God, pandemics, epidemics, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, then Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program in whole or in part. Sponsor may modify and amend these Terms & Conditions as they appear online from time to time during the Program for clarification purposes without materially affecting the terms and conditions of the Program. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any Franchisee from this Program or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the Franchisee tampers with the entry process or if their fraud or misconduct affects the integrity of this Program. Sponsor reserves the right to correct errors in promotional materials.

8. RELEASE OF LIABILITY: All Franchisees, as a condition of participation, agree to release Sponsor, 7-Eleven, Inc. and Administrator, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, assignees, advertising/promotion agencies, representatives, and agents from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property, including bodily injury and death, which may be sustained in connection with submitting a Submission or otherwise participating in any aspect of the Program, the receipt, ownership or use or misuse of any reward awarded, or participating in any reward-related activity or any typographical or other error in the printing of these Official Rules or the offering or announcement of any reward. Reward recipients shall bear all risk of loss or damage to their reward after it has been delivered. Except where prohibited by law, reward recipients grant to Sponsor and its designees, the right to print, publish, broadcast and use their name, voice, statement, picture or other likeness for public relations, advertising and promotional purposes as may be determined by Sponsor, in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law.

Sponsor's use of your personal information is subject to the privacy policy located at https://contact.pepsico.com/pepsi/privacy-policy. Any communication between Franchisee and Sponsor or its agencies regarding this Program (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes.

- **9. ADMINISTRATOR**: Propac Agency, 6300 Communications Pkwy, Ste. 100, Plano, TX 75024.
- 10. SPONSOR: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.