STARRY® NBA Basketball - Walmart Promotion

BUY:

Buy two (2) or more participating Starry[®] multi-pack products, in a single transaction at participating Walmart stores or Walmart.com between 4/17/24 – 6/17/24. Participating Products include the following: 12oz 12pk, 7.5oz 6pk, 7.5oz 10pk and 12oz 24 pks ("Qualifying Purchase").

UPLOAD:

Take a photo of the original retail receipt or submit a copy of your online shipment order confirmation dated between 4/17/24 – 6/17/24 indicating the Qualifying Purchase, upload the receipt at StarryBBall.com by 6/24/24 at 11:59:59pm Pacific Time ("PT").

Photo or email must include the date and time of transaction, Qualifying Purchase, the total receipt dollar amount and order number (for emails).

RECEIVE:

A Starry[®] NBA Basketball, once the store receipt or shipment confirmation email has been approved.

Promotion Expires 6/17/24. You will receive an email on the status of your submission. If your receipt or shipment confirmation is verified, you will get an approval email with a reward code and provided with the next steps to claim your Reward. All reward codes must be redeemed by 6/30/24 at 11:59 pm PT. Any rewards received after this date will be void.

If the receipt submission has errors, you will receive notification of the specific error via email with instructions on how to resubmit. Limit one (1) reward per email address, phone number and mailing address for the duration of the Promotion and one (1) reward per receipt.

The Promotion will only redeem up to 2,450 rewards, any additional submissions over this number will not be processed.

This Promotion is void where prohibited by law. For all inquiries, please email <u>customerservice@tpgny.com</u> and include "Starry NBA Basketball Promotion" in the subject line.

Eligibility: The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older. Employees of TPG Rewards, PepsiCo, Inc., Pepsi-Cola Company and Walmart and their affiliates, subsidiaries, and the immediate family members (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate in this promotion.

Additional Program Terms. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Promotion or website. For details regarding collection of information from users of the website (including entrants), please consult the Sponsor's privacy policy at https://contact.pepsico.com/starry/privacy-policy. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. In case of dispute as to the identity of any participant, submission will be declared made by the authorized account holder of the email address submitted at time of submission. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any other attempted form of submission is prohibited; no automatic, programmed; robotic or similar means of submission are permitted. Sponsor, and its parent companies, subsidiaries, affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failure of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to participate in the Promotion including any injury or damage to participant's or any other person's computer relation to or resulting from participating in this Promotion or downloading any materials in this Promotion.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Definition of NBA Entities

NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities").

Exclusion of Employees of the NBA Entities from Eligibility

Employees of the NBA Entities, including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to participate in this Promotion.

Limitation of Liability

The NBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to participant or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the Reward and/or participation in this Promotion.

Right of Publicity Release

Participants in this promotion (if minor, his/her parent or legal guardian) agree to be bound by these Program Terms and agree that the NBA Entities and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.