



PEPSI® 2018 Bashas' NFL Program - Phase #3

Official Rules

NO PURCHASE NECESSARY. MESSAGE AND DATA RATES MAY APPLY. VOID WHERE PROHIBITED.

1. SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00 a.m. Mountain Time (MT) on December 3, 2018 and ends at 11:59 p.m. MT on February 3, 2019 ("Sweepstakes Period").

2. HOW TO ENTER: During the Sweepstakes Period, you can enter via the following methods: **(a) TEXT:** Use your mobile phone to text "**PARTY**" to **900900** and you will be automatically entered into the Sweepstakes. Participants must have a mobile phone with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service provider for each message sent and received. Approximately a total of three (3) text messages will be required to participate. Check with your wireless service provider for details on any applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. By entering this Sweepstakes via text messaging the entrant is consenting to receive text and phone messages regarding the Sweepstakes. Entrants will be given the opportunity to "cancel" (or unsubscribe) each time they receive a text message by sending "STOP" to the short code above; or **(b) MAIL-IN:** Enter via the US Mail by submitting an entry with your name, address, age and telephone number with the keyword "PARTY" on a 3"x5" piece of paper. Mail entry to: Pepsi 2018 Bashas' NFL Program - Phase #3 SWEEPSTAKES, PO BOX 28004, SPOKANE WA 99228-8004 postmarked by 2/3/19 and received before noon on 2/7/19.

Limit one (1) entry per day per person. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00 a.m. (midnight) MT and ending at 11:59 p.m. MT. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

In the event of dispute over the identity of a potential winner, an online or text message entry will be declared made by the authorized account holder of such email address or wireless phone number submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address or wireless phone number. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email, wireless phone number or postal address during the Sweepstakes Period. Proof of emailing/texting does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be acknowledged or returned. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email/IP addresses or wireless phone number may be blocked.

2. ELIGIBILITY: The Sweepstakes is open only to individuals who are legal residents of the United States, residing in AZ or NM who are 18 years of age or older at the time of entry and who have not won a prize from Pepsi in the last twelve months. Employees, contractors, directors, and officers of participating retailers, PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Pepsi Beverages Company ("Sponsor"), and each of their

respective parent companies, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively "Sponsor and Promotion Parties"), the NFL Entities (defined below) and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees are not eligible to participate. Void outside AZ or NM and where prohibited or restricted by law, rule or regulation.

3. PRIZE DETAILS:

Grand Prize: One (1) Grand Prize will be awarded consisting of: one (1) \$2,500 Gift Card that can be used to host the Ultimate Party and one (1) \$250 Bashes' Gift Card. Actual Retail Value of Grand Prize (ARV): \$2,750. If a winner cannot accept the prize as specified, prize will be forfeited and awarded to an alternate winner.

4. DRAWING: The potential winner will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend upon the total number of eligible entries received. Drawing will occur after noon MT on or about **2/7/19** and will be conducted by an independent judging organization, whose decisions shall be final and binding. One (1) prize will be awarded.

5. WINNER NOTIFICATION: The potential winners will be notified by text, phone and/or email at the text, phone and/or email address provided upon entry, within twenty-four (24) hours of the drawing. If a potential prize winner is notified by text or phone, he/she will be required to respond within seventy-two (72) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Once the potential winner notification is confirmed to Sponsor, the potential prize winner will be sent an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release to be signed, notarized and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within seventy-two (72) hours; (iii) any required documents are not returned within the required number of days; or (iv) if potential winner is otherwise unable to attend an event when specified or accept the prize as stated, or (v) the potential winner declines the prize for any reason, prize will be forfeited and may be awarded to an alternate winner. Allow for overnight delivery of the prize following the notification process. Prize will only be delivered to an address within AZ or NM.

6. LIMITATIONS OF LIABILITY: Sponsor, the NFL Entities and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, 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 Sweepstakes; (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, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes 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 which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and

not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor and Promotion Parties shall not have any further liability to any participant in connection with the Sweepstakes. Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Players Association, NFL Players Incorporated and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the “NFL Entities”) and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

7. WINNER RELEASES: By participating in the Sweepstakes, entrants release Sponsor, the NFL Entities and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, the winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, such winner’s name, address, voice, statement, picture or other likeness, without additional compensation, worldwide, in perpetuity, for public relations, advertising and promotional purposes as may be determined by Sponsor, as applicable..

8. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. The winner is solely responsible for any and all taxes and related expenses on the prize, and will receive an IRS Form 1099 for the ARV of the prize. Unclaimed prize(s) will not be awarded. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor’s sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of each individual winner. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws and regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Pepsi-Cola Company’s Privacy Policy available at <http://policy.pepsi.com/privacy.htm>.

9. CONDUCT: By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND PROMOTION PARTIES AND EACH OF THEIR RESPECTIVE AGENTS RESERVE 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.

11. WINNER'S Name: For the name of the winner, send a self-addressed, stamped envelope postmarked by 3/7/19 to: Pepsi 2018 Bashas' NFL Program - Phase #3 SWEEPSTAKES, PO BOX 28004, SPOKANE WA 99228-8004.

12. SPONSOR: Pepsi Beverages Company, 4610 S. Ulster Street, Suite 200, Denver, Colorado 80237.

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NO PURCHASE NECESSARY. Void where prohibited. MESSAGE AND DATA RATES MAY APPLY. Participation is subject to complete Official Rules available by request. For a copy of the Official Rules, mail your request to: Pepsi 2018 Bashas' NFL Program - Phase #3 SWEEPSTAKES, PO BOX 28004, SPOKANE WA 99228-8004 or visit the customer service desk. To enter without texting, submit an entry with your name, address, date of birth and telephone number with the keyword "PARTY" on a 3"x5" piece of paper and mail to: Pepsi 2018 Bashas' NFL Program - Phase #3 SWEEPSTAKES, PO BOX 28004, SPOKANE WA 99228-8004, postmarked by 2/3/19. Open to legal residents of the U.S. residing in AZ or NM 18 years or older who have not won a prize from Pepsi in the last twelve months. Sweepstakes begins at 12:00 a.m. MT on 12/3/18 and ends at 11:59 p.m. MT on 2/3/19. Sponsor: Pepsi Beverages Company.