

Pepsi® “2019 Ski Arizona Program” at Bashas’

OFFICIAL RULES

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

1. SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00 a.m. MT on 1/2/19 and ends at 11:59 p.m. MT on 2/28/19 (“Sweepstakes Period”).

2. HOW TO ENTER: During the Sweepstakes Period, you can enter via the following methods: **(a) TEXT MESSAGE:** Use your mobile phone to text “**SKI**” to 313131 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:** hand print your name, complete street address, date of birth and daytime phone number on a 3½ x 5-inch paper. Mail completed entry postmarked by 2/28/19 to: **2019 Ski Arizona Program at Bashas’**, 4900 E. Railhead Avenue Flagstaff, AZ 86004. Each entry must be mailed separately in a hand-addressed, stamped envelope. Mail-in entries must be postmarked by 2/28/19 and received by noon on 3/5/19 to be eligible for the drawing. No photocopied or mechanically reproduced entries accepted. Sponsor not responsible for lost, late, incomplete, illegible, misdirected entries or postage-due mail.

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, a text message entry will be declared made by the authorized account holder of such 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 wireless phone number. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her wireless phone number or postal address during the Sweepstakes Period. Proof of mailing/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.

3. 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

have not won a prize from Pepsi in the last twelve (12) months. Employees, contractors, directors, and officers of Bashas', PepsiCo, Inc., Pepsi Beverages Company, Pepsi-Cola Bottling Co. of Flagstaff ("Sponsor"), Pepsi-Cola Company and its bottlers, and each of their respective parents, 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 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.

4. PRIZE DETAILS:

Grand Prize: One (1) Grand Prize will be awarded in the final drawing consisting of one (1) standard hotel room for one (1) night for two (2) persons at the Doubletree by Hilton in Flagstaff, AZ (Sunday-Thursday night occupancy only) including breakfast for two (2) persons, and two (2) sets of two (2) full day lift passes and one (1) \$200 Visa gift card that can be used for ski rental, gas and travel expenses. **Estimated Retail Value: up to \$750. Prize must be used by the end of the 2018-2019 ski season. Hotel accommodations are subject to availability. Any minor travel guest must be accompanied at all times by winner who must be the minor's parent or legal guardian. Meals, gratuities, transportation to and from winner's home and resort and other expenses not specifically mentioned herein are the winner's responsibility. First Prizes:** Five (5) First Prizes will be awarded (one in each of five drawings), each consisting of one (1) standard hotel room for one (1) night for two (2) persons at the Doubletree by Hilton in Flagstaff, AZ (Sunday-Thursday night occupancy only) including breakfast for two (2) persons, and two (2) sets of two (2) full day lift passes. **Estimated Retail Value: up to \$550. Prize must be used by the end of the 2018-2019 ski season. Hotel accommodations are subject to availability.** Any minor travel guest must be accompanied at all times by winner who must be the minor's parent or legal guardian. Meals, gratuities, transportation to and from winner's home and hotel and other expenses not specifically mentioned herein are the winner's responsibility. Any difference between stated value and actual value will not be awarded. If a winner cannot accept the prize as specified, prize will be forfeited and awarded to an alternate winner.

5. DRAWINGS: Potential winners will be selected in a random drawing from among all eligible entries received from all methods of entry throughout the Sweepstakes Period. Odds of winning depend upon the total number of eligible entries received. First Prize Drawings will occur weekly on Thursdays beginning on January 17, 2019 through February 14, 2019. Five First Prizes will be awarded, one in each of the weekly drawings. To be eligible for a First Prize drawing, entries must be received by 11:59 p.m. MT on the night before each scheduled drawing. Entries eligible for one drawing remain eligible for all subsequent drawings. Grand Prize drawing will occur after noon on 3/5/19 and will be conducted by an independent judging organization, whose decisions shall be final and binding. All Prizes will be awarded.

6. WINNER NOTIFICATION: Potential winners will be notified by text, phone, mail and/or email at the phone number, mail and/or email address provided upon entry, within two (2) days of the drawing. If a potential prize winner is notified by text or phone, he/she will be required to respond within forty-eight (48) 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 potential winner notification is confirmed to Sponsor, the potential prize winner may be sent an Affidavit of Eligibility and Liability/Publicity Release to be signed 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 forty-eight (48) hours; (iii) any required documents are not returned within the required number of

days; or (iv) if winner is otherwise unable to attend an event when specified or accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner. Allow one (1) to two (2) weeks for delivery of the prize following the notification process. Prizes will only be delivered to addresses within AZ and NM.

7. LIMITATIONS OF LIABILITY Sponsor 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 shall not have any further liability to any participant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.

8. WINNERS RELEASES: By participating in the Sweepstakes, entrants release Sponsor 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. Sponsor and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

9. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States and of the State of Arizona without respect to conflict of law doctrines. Prize winner is

solely responsible for any and all taxes and related expenses on the prize and may 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 the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. 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 & 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://www.pepsi.com/en-us/d/#en-us/d/privacy-policy>.

10. 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 ITS 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. WINNERS' LIST: For the list of winners, send a self-addressed, stamped envelope postmarked by 3/31/19 to: Pepsi-Cola Bottling Co. of Flagstaff, ATTN: **Pepsi "2019 Ski Arizona Program" at Bashas' Winners' List**, 4900 E. Railhead Avenue Flagstaff, AZ 86004

12. SPONSOR: Pepsi-Cola Bottling Co. of Flagstaff, 4900 E. Railhead Avenue, Flagstaff, AZ 86004

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