

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PLAY UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**2018 PEPSI “TOSS THE COIN” SWEEPSTAKES AT SODEXO
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. DATA RATES MAY APPLY IF PARTICIPATING VIA A MOBILE DEVICE.

THE 2018 PEPSI “TOSS THE COIN” SWEEPSTAKES AT SODEXO (“SWEEPSTAKES”) IS OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT PARTICIPATE IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on December 1, 2018 at 12:00:00 p.m. ET and ends on December 31, 2018 at 11:59:59 p.m. ET (the "Sweepstakes Period"). The computer of the Sweepstakes's Web master is the official time-keeping device of the Sweepstakes.

2. **HOW TO PLAY:** There are two (2) ways to play during the Sweepstakes Period:

(a) **BITE APP:** To participate via the Bite App, you must first open the Bite App on your web-enabled device. If you do not have the Bite App downloaded on your web-enabled device, you can download it for free at <http://bite.sodexo.com/>. For the Bite App's Terms and Privacy Policy, please visit <http://bite.sodexo.com/>. Upon opening the Bite App, look for the Sweepstakes mention and then follow the instructions on the Website to play for a chance to win an Instant-Win Prize (a "Play").

(b) **WEBSITE:** Visit www.PepsiTossTheCoin.com (the "Website") and follow the instructions to play for a chance to win an Instant-Win Prize (also a "Play").

Limit one (1) Play per day per person/email address/household, regardless of entry method. A "day" is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and the following 11:59:59 p.m. ET.

During the Sweepstakes Period, randomly-selected times will be chosen, and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by the computer administering this Sweepstakes) at or immediately after a randomly-selected time will win an Instant-Win Prize (subject to verification). If your screen displays a prize-winning message, you are a winner of the indicated Instant-Win Prize (subject to verification). If your screen does not display a prize-winning message, you are not a winner of an Instant-Win Prize. For each Play, you will receive one (1) entry into the Grand Prize Drawing. Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received.

If submitting a Play via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable changes. You are solely responsible for any such wireless charges. Not all wireless carriers participate.

All participants must have a valid email address. The name of the person submitting a Play into the Sweepstakes must be the name of the authorized account holder of the email address used to submit a Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address used during the submission process. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account

holder of such account. It is solely the responsibility of the participant to notify the Pepsi-Cola Company in writing if the participant changes his or her email address during the Sweepstakes Period.

Each Play must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses, phone numbers or addresses or the manipulation of a participant's contact information for the purpose of submitting more than the stated number of Plays per day is prohibited and such persons will be disqualified and all Plays (and corresponding entries into the Grand Prize Drawing) shall be deemed invalid and any prize won shall be forfeited.

3. ELIGIBILITY: Open only to legal residents residing in one of the 50 United States or the District of Columbia who are 18 years of age or older as of the time of participating. Employees of Sodexo, all participating locations, PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, franchisees and advertising, promotional or judging agencies (collectively, "Sponsor and Promotion Parties"), the NFL Entities (defined below) and all of their immediate family members of such employees and/or persons living within the same household as such employees are not eligible to win.

4. RANDOM DRAWING: The potential Grand Prize winner will be selected in a random drawing from among all eligible entries received on or about January 2, 2019 (the "Grand Prize Drawing") by an independent judging agency whose decisions are final. Odds of winning the Grand Prize depend on the total number of eligible entries received. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. The Grand Prize winner is eligible to win one (1) Instant-Win Prize.

5. PRIZE DETAILS:

Grand Prize – Awarded via the Random Drawing

One (1) Grand Prize will be awarded, consisting of a catered party for winner and 9 guests (10 people total) to be held at the winner's residence. The party includes a \$3,000 gift card to a consumer electronics retailer (subject to terms and conditions as stated by the issuer), a full-service caterer (includes setup/serving duties for up to 5 hours/tear down), party-décor (football or specific team theme), Pepsi/Frito-Lay products and professional cleaning service both before and after the party. Sponsor's representative will work with the Grand Prize winner to determine date/time, caterer and menu. Approximate Retail Value ("ARV"): \$5,520.00.

Instant-Win Prizes – Awarded via the Instant-Win Game

The following prizes are randomly awarded via the Instant-Win Game throughout the Sweepstakes Period:

Ten (10) Instant-Win Prizes: One (1) \$50.00 NFLShop.com Online Gift Certificate redeemable at www.NFLShop.com. ARV: \$50.00.

Twenty (20) Instant-Win Prizes: One (1) \$25.00 NFLShop.com Online Gift Certificate redeemable at www.NFLShop.com. ARV: \$25.00.

Online Gift Certificates are subject to terms and conditions as set by issuer. Total ARV of all prizes is \$6,520.00.

Limit one (1) Instant-Win Prize per person/email address/household. An Instant-Win Prize winner is eligible to win the Grand Prize.

6. GENERAL: 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. 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 as determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the prize becomes unavailable. Unclaimed prizes will not be awarded. As a condition of participating in this Sweepstakes, you 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 Sweepstakes, 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 participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participants' actual out-of-pocket expenses (e.g. costs associated with participating), and participants further waive all rights to have damages multiplied or increased. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. No groups, clubs or organizations may enter or win a prize. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted or used by winner will be forfeited.

7. CONDUCT: By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the judges 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 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, DESTROY, TAMPER OR VANDALIZE THE APP OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVESS 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.**

8. LIMITATIONS OF LIABILITY: Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate information submitted by participant, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Plays 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, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service or the App or Website; (e) suspended or discontinued 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 the event of any such cancellation, termination or suspension, a notice will be posted on the Website and a random drawing may be held from among all eligible, non-suspect Plays received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any participant (and all of his/her Plays/entries) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the Play-submission process or if his/her fraud or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR' OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.**

9. **DISCLAIMER:** No more than the stated number of prizes will be awarded. In the event that a programming, production, seeding or printing error or any other reason causes more than the stated number of prizes, as set forth in these Official Rules, to be available, awarded, and/or claimed, Sponsor reserves right to award only the stated number of prizes. Screen shots are not proof of winning status.

10. **WINNER NOTIFICATION:** If a prize is won by a minor, the prize may be awarded to his/her parent or legal guardian. Potential Grand Prize winner will be notified by email, phone, and/or mail and will be required to respond to the notification within seventy-two (72) hours. If no response is received within seventy-two (72) hours, Grand Prize may be forfeited and awarded to an alternate winner. Grand Prize winner will be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within three (3) days of attempted winner notification as indicated by the date on the Affidavit. Failure to respond to a notification (as stated above) or return any required documents within the specified number of hours/days may result in prize forfeiture. Potential Instant-Win Prize winners will be notified instantly with a prize confirmation notice on their computer screen with instructions on how to claim their prize (subject to verification and compliance with these Official Rules as determined by Sponsor in its sole discretion). For all winners: Sponsor is not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address, which may result in a potential winner not receiving prize notification. If any winner notification is returned as undeliverable, if winner cannot be verified or if winner is otherwise unable to accept the prize as stated, prize may be forfeited. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to participants residing within the United States. If any Instant-Win Prize is returned as undeliverable, such prize will be forfeited and Sponsor shall have no further liability to award that prize.

11. **RELEASE OF LIABILITY:** All participants, as a condition of participation, and winners (and their parent or legal guardians, if minors), by acceptance of a prize, agree to release the NFL Entities, 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 and 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 or misuse of any prize awarded or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize. Each winner shall bear all risk of loss or damage to his/her prize after it has been delivered. Except where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor or Promotion Parties.

Sponsor's use of your personal information is subject to the privacy policy located at <http://www.pepsico.com/legal/privacypolicy>. Any communication between participant and Sponsor or its agencies regarding this Sweepstakes (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly-available winner's list.

12. **WINNERS' LIST REQUEST:** To request the names of the winners, send your name and complete address to: 2018 Pepsi "Toss the Coin" Sweepstakes at Sodexo, 10 South 5th Street, 7th Floor, Dept. 888-7076, Minneapolis, MN 55402 Request must be received by February 1, 2019.

13. **SPONSOR:** Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, NY 10577.

THE NFL ENTITIES: The National Football League, their member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded.

The NFL Entities have not offered or sponsored this Sweepstakes in any way.