

**CULVER'S® "BUTTERBURGER® BELIEVE IT" SWEEPSTAKES ("SWEEPSTAKES")
OFFICIAL RULES**

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION. (SEE SECTION 5 FOR ELIGIBILITY.)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. INTERNET ACCESS REQUIRED IF PARTICIPATING VIA THE WEBSITE. SWEEPSTAKES IS SUBJECT TO OFFICIAL RULES.

1. SWEEPSTAKES PERIOD: The Sweepstakes begins May 13, 2019 at 9:00:00 a.m. Central Time ("CT") and ends June 16, 2019 at 11:59:59 p.m. CT (the "Sweepstakes Period"). The Sweepstakes Period is divided into thirty-five (35) daily entry periods. Each day of the Sweepstakes Period represents a separate daily entry period (each a "Day"). A "Day" is defined as the twenty-four (24) hours between 12:00:00 a.m. CT and 11:59:59 p.m. CT of the same day with the exception of the first day of the Sweepstakes Period which shall begin at 9:00:00 a.m. CT and end at 11:59:59 p.m. CT of the same day. The computer of Sponsor's web master is the official time-keeping device of the Sweepstakes.

2. HOW TO PARTICIPATE: During the Sweepstakes Period, there are two (2) ways to enter.

(a) WEBSITE: To participate in the Sweepstakes via the Website (defined below), you must obtain a Sweepstakes Code. To obtain a Sweepstakes Code, purchase a Culver's Regular Value Basket or a 22-oz. fountain beverage at any participating Culver's location to receive a specially-marked fountain cup ("Cup"), while supplies last. Look for the Sweepstakes Code on your Cup. Cups are scheduled to be available at participating Culver's restaurants until June 16, 2019, or when supplies are exhausted, whichever occurs first. Once you have obtained a Sweepstakes Code, log on to www.ButterBurgerBelievelt.com (the "Website") and follow the instructions to enter your Sweepstakes Code (an "Entry"). Each Entry submitted via the "Website" is equal to one (1) entry into the Daily Drawing (corresponding to the Day in which you entered your Sweepstakes Code) and one (1) entry into the Grand Prize Drawing. Each Sweepstakes Code may only be submitted once.

(b) CALL TOLL FREE: To participate without making a purchase, call toll-free 1-800-559-0625 from your home touch-tone telephone or cell phone and follow the automated instructions to submit an entry (also an "Entry"). Each Entry submitted via "Call Toll Free" is equal to one (1) entry into the Daily Drawing (corresponding to the Day in which you entered your Sweepstakes Code) and one (1) entry into the Grand Prize Drawing. Callers will be required to provide their first and last name, home address, city, state, zip code, daytime phone number and date of birth (as two digits for month, two digits for day and four digits for year). All calls must be made from a phone number with an area code associated with an Eligible State (see Section 5) or entrant's home address must have a zip code from an Eligible State. In the event of an identity dispute of an entrant participating via "Call Toll Free", the Entry will be considered made by the registered owner of the phone number used to enter.

BONUS ENTRIES: Once you have submitted a minimum of five (5) Entries via the same entry method, all subsequent Entries you submit will count as two (2) Entries (one [1] initial Entry and one [1] bonus Entry). For clarity: Your sixth Entry via the same entry method will be worth two (2) Entries, your seventh Entry via the same entry method will be worth two (2) Entries, your eighth Entry via the same entry method will be worth two (2) Entries, and so on.

Limit one (1) Entry per Sweepstakes Code per Day per person/email/household (applies to Website participation method only); up to three (3) total initial Entries per Day and three (3) total bonus Entries per Day per person/email/phone number/household, regardless of method of participation.

Applicable to Entries submitted via the Website: The name of the person submitting an Entry into the Sweepstakes must be the name of the authorized account holder of the email address used to enter; otherwise, Entry may be deemed void. In the event of a dispute over the identity of an entrant, Entry 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 entrant to notify the Pepsi-Cola Company ("Sponsor") in writing if the entrant changes his or her email address during the Sweepstakes Period.

Applicable to all Entries: Proof of delivery or receipt of an Entry will not be deemed by the Sponsor as proof of submitting an Entry into this Sweepstakes. Each Entry must be manually key stroked and/or 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 addresses or IP addresses may be blocked. Additionally, use of multiple email addresses, phone numbers or addresses or the manipulation of an entrant's contact information for the purpose of obtaining more than the stated number of Entries is prohibited and such persons will be disqualified and all Entries shall be deemed invalid and any prize won shall be forfeited.

3. PRIZE DETAILS:

GRAND PRIZE:

One (1) Grand Prize will be awarded consisting of \$25,000.00 (awarded in the form of a check or wire transfer, payable to winner).

DAILY PRIZES:

Thirty-five (35) Daily Prizes will be awarded (one [1] for each Day of the Sweepstakes Period), each consisting of \$1,000.00 (awarded in the form of a check or wire transfer, payable to winner).

Seventy (70) Culver's Gift Card Daily Prizes will be awarded (two [2] for each Day of the Sweepstakes Period), each consisting of a \$25.00 Culver's Gift Card.

Seventy (70) Coupon Daily Prizes will be awarded (two [2] for each Day of the Sweepstakes Period), each consisting of a coupon good for one (1) Free Culver's Regular Value Basket. ARV: \$10.00 each.

Coupons and gift cards are subject to terms and conditions as stated for the particular item.

Total ARV of all prizes: \$62,450.00.

4. SWEEPSTAKES - RANDOM DRAWINGS:

Grand Prize Drawing: One (1) Grand Prize winner will be randomly selected on or about June 17, 2019 from all eligible Entries received during the Sweepstakes Period. Odds of winning the Grand Prize depend on the number of eligible Entries received for the entire Sweepstakes Period.

Daily Drawings: Daily Prize winners will be selected for each Day of the Sweepstakes

Period in a random drawing to be held on or about each business day following the applicable day from eligible Entries received for a given Day (each a "Daily Drawing"). Entries will not carry forward to subsequent Daily Drawings. Odds of winning a Daily Prize depend on the number of eligible Entries received for a given Daily Drawing. See Section 3 for quantity of Daily Prizes awarded per Day.

All drawings will be conducted by an independent judging organization, whose decisions shall be final.

Prize Limits: Limit one (1) Daily Prize per Daily Prize category per person/email address/household. A winner of a Daily Prize is eligible to win the Grand Prize.

5. ELIGIBILITY: YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN THE STATE OF ALABAMA, ARIZONA, COLORADO, FLORIDA, GEORGIA, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, MICHIGAN, MINNESOTA, MISSOURI, NEBRASKA, NORTH CAROLINA, NORTH DAKOTA, OHIO, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, WISCONSIN or WYOMING (EACH AN "ELIGIBLE STATE") THROUGHOUT THE SWEEPSTAKES PERIOD AND 18 YEARS OF AGE OR OLDER (19 in ALABAMA AND NEBRASKA) AT THE TIME OF PARTICIPATION to participate and be eligible to win. Potential winners may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility and as a condition of prize award. Employees of Culver Franchising System, LLC, its participating locations, Pepsi-Cola Company ("Sponsor") and its bottlers, and all of their respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies (collectively, "Sponsor and Promotion Parties"), and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) and household members of such individuals (whether related or not) of each, are not eligible to participate or win.

6. GENERAL: This Sweepstakes is subject only to the laws of New York State in the United States. Unclaimed prizes will not be awarded. Except as determined by Sponsor in its sole discretion, no substitution of prize is offered, no transfer of prize to a third party is permitted. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. Winners will receive an IRS Form 1099 for the retail value of their prize, if applicable. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited. Each major prize winner's first name, last initial and state will be disclosed on a Winners List, which will be distributed upon request and as required by law.

7. CONDUCT: By participating in this Sweepstakes, entrants 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 entry process or the operation of the Sweepstakes or Website; 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 ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY 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 RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate information captured, 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, computers or

providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or Website, or any combination thereof; (e) any injury or damage to entrant's 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 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 at participating stores and a random drawing may be held from among all eligible, non-suspect Entries received prior to such time. Sponsor reserves the right, at their sole discretion, to disqualify any entrant (and all of his/her Entries) from this Sweepstakes or any other sweepstakes conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials.

The Website is subject to Sponsor's privacy policy available at <http://www.pepsico.com/Legal/Privacy>. Additionally, any communication between entrant and Sponsor or its agencies regarding the Sweepstakes (e.g., phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes.

9. DISCLAIMER: Sweepstakes Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Sweepstakes Codes contain or are the result of programming, printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Sweepstakes Code is limited to replacement with a free randomly selected official Sweepstakes Code, while supplies last. Sweepstakes Codes may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules.

10. WINNER NOTIFICATION: Potential prize winners will be notified by mail, email and/or phone. Potential winners may be required to claim their prize within seven (7) days of notification by signing and returning a Prize Claim Form or an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law). In the event the Prize Claim Form or Affidavit and Release is not returned within seven (7) days, prize may be forfeited. Any winner notification returned as undeliverable without a forwarding address will result in prize forfeiture. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to individuals residing within an Eligible State. Allow up to eight (8) weeks for delivery of prize following the notification process.

11. WINNER RELEASES: All entrants, as a condition of submitting an Entry into the Sweepstakes, agree to 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 accessing the Website, submitting an Entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership, use or misuse of any prize awarded or any typographical or other error in these Official Rules or the announcement of offering of any prize. Each winner shall bear all risk of loss or damage to their prize after it has been delivered. Except for residents of Tennessee and 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 (including without limitation use online at the Website) 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.

12. WINNERS LIST: For a list of major prize winners, send a self-addressed, stamped envelope to be received by July 19, 2019, to: Culver's "ButterBurger Believe It" Sweepstakes Winners List Request, 10 South 5th Street, 7th Floor, Dept. 888-7099, Minneapolis, MN 55402.

13. **SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604.

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