

**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.**

**BUBLY™ SMILE MATCHING GAME SWEEPSTAKES (“SWEEPSTAKES”)  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OR TEXT MESSAGE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA A MOBILE DEVICE.**

**THE 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 (NINETEEN [19] FOR ALABAMA OR NEBRASKA) OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.**

- 1. SWEEPSTAKES PERIOD:** Sweepstakes begins on March 15, 2019 at 12:00:00 p.m. (noon) Eastern Time (“ET”) and ends on May 15, 2019 at 11:59:59 p.m. ET (the “Sweepstakes Period”). Multiple entry periods apply; see Section 4. The computer of the Sweepstakes administrator is the official time-keeping device of the Sweepstakes.
- 2. HOW TO ENTER:** During the Sweepstakes Period, go to [www.bublymatchgame.com](http://www.bublymatchgame.com) (“Website”) and follow the online instructions to register, play the *bubly* Smile Matching Game and submit your entry. You will receive three (3) chances to match the featured *bubly* flavor to its smile. Regardless of whether or not you make a match, you will receive one (1) entry into the corresponding Entry Period Drawing and one (1) entry into the Grand Prize Drawing (both defined below) upon submission of your entry. See Section 4 for drawing details.

Upon submitting your first entry into the Sweepstakes, you’ll receive a coupon, delivered to the email within your registration, good for 10% off your Amazon purchase of one (1) 8-flavor Original Sampler Pack OR one (1) Berry Peachy 4-flavor Variety Pack of *bubly*. (Each pack features eighteen [18] 12-oz cans.) Coupon subject to terms and conditions as set by issuer. Limit one (1) coupon per person/email address.

**NOTE:** You may also access the Website by using your SMS-enabled mobile phone or other device to text the word *bubly* to short code 50563. By texting *bubly* to 50563, you authorize Sponsor to send you up to two (2) reply messages to the number you provide by auto dialer. The first reply message will contain a link to the Website; the second reply message will only be sent if you text “STOP” or “HELP” as explained below. Consent is not a condition of entry. Your text is your electronic signature agreeing to these terms and to giving electronic written consent. Should you choose to use your SMS-enabled mobile phone to access the Website, you must have a mobile phone or other web-enabled device with text messaging capabilities. **Message and data rates may apply.** Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate. An entrant may, at any time, choose to not receive further text messages by sending an opt-out text message stating “STOP” to 50563. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word “HELP” to 50563.

All entrants must have a valid email address. The name of the person submitting the 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 Sponsor in writing if the entrant changes his or her email address during the Sweepstakes Period.

**Limit one (1) entry per person/email address per day.** A day is understood to start at 12:00:00 a.m. ET and end at 11:59:59 p.m. ET of the same day with the exception of the first day of the Sweepstakes Period which shall begin at 12:00:00 p.m. ET and end at 11:59:59 p.m. ET of the same day.

Proof of submitting an entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to entrant. Every entry submission must be manually keystroked and manually entered by the individual entrant; all 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 all transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses, phone numbers and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries or prizes, is prohibited and such persons will be disqualified and all entries deemed invalid and any prize won by such persons shall be forfeited.

**3. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents residing in one (1) of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age (nineteen [19] years of age for AL and NE) or older at the time of entry. Winners may be required to show proof of residency and/or age. Employees of PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, dealers and advertising, promotional or judging agencies, officers, directors, employees, agents, licensors, and assigns (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) are not eligible to participate or win.

#### **4. DRAWINGS:**

**Grand Prize Drawing:** One (1) Grand Prize winner will be selected in a random drawing to be held on or about May 16, 2019 from among all eligible entries received for the Sweepstakes Period (the "Grand Prize Drawing"). Odds of winning the Grand Prize depend on the number of eligible entries received for the entire Sweepstakes Period.

**Entry Period Drawings:** One (1) First Prize winner will be selected in a random drawing to be held on or about each Drawing Date listed in the schedule below from among all eligible entries received during the corresponding Entry Period as set forth in the schedule below (each an "Entry Period Drawing"). Entries will not carry forward to subsequent Entry Period Drawings. Odds of winning a First Prize depend on the number of eligible entries received for a given Entry Period Drawing.

All drawings will be conducted by an independent judging agency, whose decisions are final in all matters relating to this Sweepstakes. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. Limit one (1) First Prize per person/household. A First Prize winner is eligible to win the Grand Prize.

**Entry Period Drawing Schedule:** All Entry Periods start at 12:00:00 a.m. ET on the Start Date and end at 11:59:59 p.m. ET on the End Date, with the exception of Entry Period 1 which shall begin at 12:00:00 p.m. ET on the Start Date.

Entry Period	Start Date	End Date	Drawing Date
1	03/15/19	03/27/19	03/28/19
2	03/28/19	04/03/19	04/04/19
3	04/04/19	04/10/19	04/11/19
4	04/11/19	04/17/19	04/18/19
5	04/18/19	04/24/19	04/25/19
6	04/25/19	05/01/19	05/02/19
7	05/02/19	05/08/19	05/09/19
8	05/09/19	05/15/19	05/16/19

**5. PRIZE DETAILS:**

**Grand Prize (1):** The Grand Prize consists of a Norwegian cruise\* for winner and three (3) guests; round-trip coach air transportation to/from a major airport nearest winner's home to major airport nearest port of cruise departure for winner and three (3) guests; and any necessary hotel accommodations needed due to cruise dates/times prior to and/or after the cruise (one [1] quad-occupancy hotel room per night, up to a total of two [2] nights for the Grand Prize). Approximate Retail Value ("ARV"): Up to \$7,800.00.

\*The cruise portion of the prize will be awarded in the form of a Norwegian cruise certificate redeemable through Norwegian Cruise Line for winner's choice of (up to) a seven (7)-night cruise with two (2) inside cabins on a Norwegian Cruise Line vessel. The cruise must be taken by the expiration date listed and is neither transferable nor redeemable for cash. It is exclusive of ground transfers, government taxes, fuel supplement, service charges, shore excursions and other personal expenditures. No promotions are combinable under this program. The onboard service charges must be pre-paid under this program. Your selection of sail dates is subject to availability and blackout dates. Blackout dates include June 8, 2019 through August 18, 2019; March 8, 2020 through April 19, 2020; and Christmas and New Year's sailings. Sailing dates are subject to availability and other blackout dates may apply as determined by Norwegian Cruise Line. Grand Prize must be redeemed within one (1) year of the date of issue of the Norwegian cruise certificate. Cruise certificate is subject to terms and conditions as set by issuer.

**Grand Prize conditions:** Passport and/or birth certificate and driver's license are required. Winner and guests are responsible for their own travel documents (such as Passports) and must book the cruise using the Norwegian cruise certificate and work with Sponsor's selected travel agent to arrange air transportation and any necessary hotel accommodations. Travel, accommodations, and cruise are subject to availability and change. If winner lives within two hundred fifty (250) miles of the port city, ground transportation may be provided in lieu of air transportation. Ground transportation, meals (other than as included on the cruise), gratuities and all other expenses not specified herein are solely winner's responsibility. All travel is subject to availability, government restrictions and regulations, hotel, airline, airport, cruise line, or other transportation terminal (or other types of transportation) restrictions and regulations. Other restrictions may apply. Selection of airline and overnight accommodations are at Sponsor's sole discretion. Winner will be required to provide a credit card prior to check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled prize-related activities (including, but not limited to any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, or prize providers) beyond its control. In the event the winner and/or a guest misses a scheduled airline flight or cruise departure (through no fault of Sponsor or due to Force Majeure), Sponsor

will have no liability for any costs associated with changing, rebooking or adding transportation. Winner must be able to travel on dates specified by Sponsor or prize will be forfeited. Winner and his/her guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner and guests must have all necessary identification and/or travel documents (e.g. passport or valid driver's license, and/or birth certificate) required for travel within the United States and/or abroad. Winner and guests must travel on the same itinerary. Any minor guest (under age of 18; 19 in AL or NE) must be accompanied at all times by minor's parent or legal guardian who must be the winner or one of winner's guests. Guests (or if a minor, his/her parent or legal guardian who must be the winner or one of winner's guests) must complete and return a Liability/Travel Release prior to travel arrangements being made. Actual value may depend on city/date/time of departure.

**First Prizes (8; awarded 1 per Entry Period):** Each First Prize consists of one (1) *bubly* branded Giant Tumbling Timbers yard game; one (1) *bubly* branded Giant 4 Connect In A Row yard game; and one (1) \$400.00 gift card (subject to terms and conditions as set by issuer) to a local establishment selected by Sponsor, in Sponsor's sole discretion, which may be used towards food and beverage for winner's game-night party. ARV: \$650.00 each.

Total ARV of all prizes is up to \$13,000.00.

**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. 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 entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrants' actual out-of-pocket expenses (e.g. costs associated with participating), and entrants 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. Winners will receive an IRS Form 1099 for the retail value of their prize. No groups, clubs or organizations may enter or win a prize or reproduce or distribute any portion of these Official Rules to its members. 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, entrants agree to be bound by these Official Rules and the decisions of the judges which 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 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, DESTROY, TAMPER OR VANDALIZE THE 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 (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 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, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service or Website; (e) suspended or discontinued wireless or land line phone service; or (f) any injury or damage to entrants 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 at participating locations and a random drawing may be held from among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of his/her 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 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. 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. WINNER NOTIFICATION:** Potential winners will be notified by email and/or phone at the email address or phone number provided by the entrant at the time of entry and must respond to the notification within five (5) days or prize may be forfeited and an alternate winner selected. Sponsor is not responsible for suspended or discontinued Internet or wireless service or a change in winner's phone number or email address, which may result in a potential winner not receiving prize notification. Winners will be required to sign and return an Affidavit of Eligibility/Liability Release (where lawful) with a publicity release within seven (7) days of attempted winner notification as indicated by the date on the Affidavit. In the event any required documents are not provided within the required number of days (as stated above), prize may be forfeited. If any winner notification is returned as undeliverable, without a forwarding address or if any documents are not returned within the required number of days, or if winner cannot be found or 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 delivered to entrants residing in the United States. Allow up to eight (8) weeks for delivery of prizes.

**10. RELEASE OF LIABILITY:** All entrants, as a condition of participation, and winners, by acceptance of a prize, 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 and property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use or misuse of any prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity 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 and/or prize documentation after it has been delivered. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty included in the prize packaging. 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, 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://policy.pepsi.com/privacy.htm>. Any communication between entrant 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.

**11. WINNERS' LIST:** For a list of the winners, send a self-addressed stamped envelope by June 17, 2019 to: *bubly* Smile Matching Game Sweepstakes Winners' List, 10 South 5th Street-7th Floor, Dept. 888-7100, Minneapolis, MN 55402.

**12. SPONSOR:** Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.

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