

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

**LIFEWTR® INSTANT WIN AND SWEEPSTAKES AT SODEXO (“PROMOTION”)  
OFFICIAL RULES**

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

**THE PROMOTION 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 (NINETEEN [19] FOR ALABAMA AND NEBRASKA) AT THE TIME OF PARTICIPATION. PROMOTION SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. VOID WHERE PROHIBITED.**

**1. PROMOTION PERIOD:** The Promotion begins on August 1, 2019 at 12:00:00 p.m. Eastern Time (“ET”) and ends on September 6, 2019 at 11:59:59 p.m. ET (“Promotion Period”). The computer of the Promotion’s Web master is the official time-keeping device of the Promotion.

**2. HOW TO PARTICIPATE:**

**Step 1 - Visit the Website.**

Go to LifewtrExperienceArt.com (the “Website”). Participants may also access the Website via the Bite App. To access the Website via the Bite App, 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 Promotion mention and click on that tile to be linked to the Website.

**Step 2 - Register.**

Upon accessing the Website for the first time, follow the instructions to register for the Promotion. You will be required to enter your first and last name, date of birth, email address and zip code. Read or have read to you these Official Rules and then place a checkmark in the box provided indicating your agreement to these Official Rules.

**Step 3 – Play the Instant-Win Game / Enter the Grand Prize Drawing.**

Once registered, follow the instructions to play for a chance to win an Instant-Win Prize (a “Play”). See Section 5 for Instant-Win Prize details.

During the Promotion 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) at or immediately after a randomly-selected time will win the indicated Instant-Win Prize (subject to verification by Sponsor in its sole discretion).

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 (defined in Section 4). Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received per day. A “day” is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day with the exception of the first day of the Promotion Period which shall begin at 12:00:00 p.m. ET and end at 11:59:59 p.m. ET of the same day.

**Limit one (1) Play per person/email address/household per day.**

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 Promotion 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 Promotion Period.

Proof of delivery or receipt of a Play will not be deemed by the Sponsor as proof of submitting a Play into this Promotion. 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 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 fifty (50) United States or the District of Columbia who are eighteen (18) years of age (nineteen [19] in AL/NE) or older as of the time of participating. Void where prohibited. 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. The following persons are not eligible to participate: Employees of Sodexo, all participating locations, PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, and their respective subsidiary and affiliated companies, participating retailers, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, "Promotion Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Promotion).

**4. GRAND PRIZE DRAWING:** The potential Grand Prize winner will be selected in a random drawing from among all eligible entries received for the Promotion Period on or about September 9, 2019 (the "Grand Prize Drawing") by an independent judging agency whose decisions are final in all matters relating to this Promotion. Odds of winning the Grand Prize depend on the total number of eligible entries received for the Grand Prize Drawing. Entries submitted during the Promotion Period are only eligible for this Promotion and do not remain eligible for any subsequent promotion.

**5. PRIZE DETAILS:**

**Grand Prize – Awarded via random drawing.**

**Grand Prize (1):** Trip for winner and winner's one (1) guest to New York City, New York. Trip consists of roundtrip coach air transportation for two (2) from a major gateway airport nearest winner's residence to a major gateway airport near New York City, NY; transportation between the hotel and airport in New York; one (1) standard double-occupancy hotel room for three (3) nights; two (2) tickets to the Metropolitan Museum of Art; two (2) tickets to The Museum of Modern Art; and \$1,500.00 for winner only (awarded in the form of a check, payable to winner). Approximate Retail Value ("ARV"): \$5,000.00, depending upon winner's point of travel origin and airfare fluctuations at the time of taking the trip.

Travel must be completed by September 30, 2020. Winner must give at least 60 days' notice prior to their requested departure date to Sponsor's designated travel agency. Blackout dates may apply and include peak Christmas, Easter, Memorial Day, 4<sup>th</sup> of July, and Labor Day. If winner resides within 250 miles of New York City, ground transportation may be substituted in lieu of air transportation at the sole discretion of Sponsor. If winner is unable or unwilling to travel by the date specified, the prize will be forfeited and may be awarded to an alternate winner. All travel and prize-related events are subject to availability and restrictions. Selection of airport, airline and hotel is at Sponsor's sole discretion. All other or additional expenses not specifically mentioned herein, including additional costs for transportation, are solely the responsibility of winner and guest. Winner will be required to provide a credit card to the hotel to cover incidentals which are not included in the Grand Prize. A minor may accompany the winner as the guest only if the winner is the minor's parent or legal guardian. The minor must be accompanied at all times during trip (including, but not limited to, in-flight and during the hotel stay and all prize-related events) by minor's parent or legal guardian who must be the winner. The guest (or his/her parent or legal guardian if guest is a minor) must complete and return a Liability/Travel Release prior to Sponsor's designated travel agency making travel arrangements. Winner and guest must travel on same itinerary. Winner and guest must have all necessary identification and/or travel documents (e.g. a valid U.S. driver's license) required for travel within the United States. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled air transportation, ground transportation or events beyond its control, and all prize details are subject to availability. Winner understands that there are inherent risks involved in travel and prize-related activities and that these risks may be present before, during and after the trip. Sponsor is not responsible for changes in schedule, of any element of the prize, or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the winner and/or his/her travel guest are for any reason not permitted to travel by the relevant airport authorities or misses a flight or other prize element. It is recommended that the winner and his/her travel guest obtain sufficient personal insurance prior to departure.

#### **Instant-Win Prizes – Awarded via the Instant-Win Game.**

**One hundred eleven (111) Instant-Win First Prizes will be awarded, three (3) per day for the Promotion Period:** Each Instant-Win First Prize winner will receive a \$100.00 Pre-Paid Debit Card (subject to terms and conditions as set by issuer) awarded via email to winner's email address used to submit their Play. ARV: \$100.00 each.

**One hundred eighty-five (185) Instant-Win Second Prizes will be awarded, five (5) per day for the Promotion Period:** Each Instant-Win Second Prize winner will receive a Prismacolor Colored Pencil Set (72-count). ARV: \$45.00 each.

Total ARV of all prizes is \$24,425.00. 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 Promotion 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 Promotion, 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 Promotion, 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. Grand Prize winner will receive an IRS Form 1099 for the retail value of the Grand Prize. 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. 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. Any difference between stated value and actual value will not be awarded.

7. **CONDUCT:** By participating in this Promotion, 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 Promotion; 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 PROMOTION 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 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 Promotion; (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 Promotion; (d) inaccessibility or unavailability of any network or wireless service or the App or Website; (e) suspended or discontinued wireless 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 Promotion or download of any materials in the Promotion. If, for any reason, the Promotion 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 Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion 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 Promotion 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 Promotion. 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:** The potential Grand Prize winner will be notified by email and will be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seven (7) days of attempted winner notification as indicated by the date on the Affidavit. Potential Instant-Win Prize winners will receive an email within forty-eight (48) hours of receiving a prize-winning message during their online session at the Website. The email will contain instructions on how to submit the prize-claim form. The prize-claim form must be completed and submitted within five (5) days of email notification. 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 prize notification is

returned as undeliverable, if a potential winner does not respond to the notification or return any required documents within a specified timeframe (as stated above), if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited (and in the case of the Grand Prize, awarded to an alternate winner). 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, by acceptance of a prize, agree to release the 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 Promotion, the receipt, ownership or use or misuse of any prize awarded, participating in any prize-related activity, including travel thereto, 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.

Sponsor's use of your personal information is subject to the privacy policy located at <http://policy.pepsi.com/privacy.htm>. Any communication between participant and Sponsor or its agencies regarding this Promotion (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 a self-addressed, stamped envelope to: Lifewtr Instant Win and Sweepstakes at Sodexo, 10 South 5th Street, 7th Floor, Dept. 888-7103, Minneapolis, MN 55402. Requests must be received by October 9, 2019.

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