

**THIS PROMOTION 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.**

**PEPSI BIG GAME PARTY SWEEPSTAKES (“PROMOTION”)  
OFFICIAL RULES**

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

1. **PROMOTION PERIOD:** The Promotion begins on November 1, 2019 at 12:00:00 p.m. (noon) Eastern Time (“ET”) and ends on December 31, 2019 at 11:59:59 p.m. ET (“Promotion Period”). The computer of the Promotion administrator is the official time-keeping device of the Promotion.

2. **HOW TO PARTICIPATE:**

**Step 1 - Visit the Website.**

During the Promotion Period, go to PepsiFootball2019.com or 2019PepsiFootball.com (collectively, the “Website”). Your choice of Website should be determined by where you first saw the Promotion advertised. The Promotion is being offered in two (2) creative presentations that share a common prize structure as outlined in Section 5. The first creative presentation instructs eligible entrants to visit PepsiFootball2019.com which can also be accessed by texting PEPSI to 50563. The second creative presentation instructs eligible entrants to visit 2019PepsiFootball.com which can also be accessed by texting FOOTBALL to 50563.

Should you choose to access the Website by using your SMS-enabled mobile phone or other device to text the word PEPSI or FOOTBALL (each a “Keyword”) to short code 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 Keyword’s corresponding 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 and/or submit a Play (defined below), 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. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. A participant may, at any time, choose to not receive further text messages by sending an opt-out text message stating “STOP” to 50563. If a participant 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.

**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 Random Drawing.**

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

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 by Sponsor's computer) at or immediately after a randomly-selected time will win an 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 Random 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 (defined below). See Section 5 for Instant-Win Prize details including the number of Instant-Win Prizes awarded 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.**

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 of their Plays (and corresponding entries into the Random Drawing) shall be deemed invalid and any prize won by such person 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] for Alabama and Nebraska) or older at 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 or win: Employees of 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"), the NFL Entities (defined below) 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. RANDOM DRAWING:** The potential Grand Prize winners will be selected in a random drawing from among all eligible entries received for the Promotion Period on or about January 2, 2020 (the "Random Drawing") by an independent judging agency whose decisions are final in all matters relating to this Promotion. Odds of winning a Grand Prize depend on the total number of eligible entries received for the Random 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 Prizes – Awarded via the Random Drawing.**

**Four (4) Grand Prizes** will be awarded, each consisting of a “Catered Super Bowl Viewing At-Home Experience” (“Party”) for winner and up to nineteen (19) guests to be held at the winner’s residence, a home theater system (not to exceed a retail value of \$3,000.00), and one (1) \$500.00 NFLShop.com Online Gift Certificate redeemable at [www.NFLShop.com](http://www.NFLShop.com). The Party consists of 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 services both before and after the Party. Sponsor’s representative will work with the winner to determine Party details. Approximate Retail Value (“ARV”) of each Grand Prize: \$7,520.00.

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

**Nine hundred fifteen (915) Instant-Win Prizes will be awarded (fifteen [15] for each Day of the Promotion Period)**, each consisting of one (1) \$25.00 NFLShop.com Online Gift Certificate redeemable at [www.NFLShop.com](http://www.NFLShop.com). NFLShop.com Online Gift Certificates are subject to terms and conditions as set by issuer. ARV: \$25.00 each.

Limit one (1) Instant-Win Prize per person/email address/household per Day. An Instant-Win Prize winner is eligible to win the Grand Prize. Limit one (1) Grand Prize per person. Total ARV of all prizes is \$52,955.00.

**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 winners will receive an IRS Form 1099 for the retail value of their 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 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 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'S 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 winners 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 five (5) 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 claim their prize. Prize must be claimed 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 awarded to an alternate winner. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to eligible participants residing within the United States. Grand Prize winners will receive additional information regarding the delivery of their prize within four (4) weeks of winner verification. Instant-Win Prizes will be delivered via email within eight (8) weeks of winner verification.

**11. RELEASE OF LIABILITY:** All participants, as a condition of participation, and winners, by acceptance of a prize, agree to release the Sponsor, Promotion Parties and the NFL Entities 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 a participant and the 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: Pepsi Big Game Party Sweepstakes Winners' List, 10 South 5th Street, 7th Floor, Dept. 888-7116, Minneapolis, MN 55402. Requests must be received by March 2, 2020.

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

**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 Promotion or any prize awarded.

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