

**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® NFL INSTANT WIN PROMOTION AT CIRCLE K  
("PROMOTION")  
OFFICIAL RULES**

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

**PROMOTION 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. PROMOTION SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT ENTER THIS PROMOTION UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED.**

**1. PROMOTION PERIOD:** The Promotion begins September 2, 2019 at 12:00:00 p.m. (noon) Eastern Time ("ET") and ends October 27, 2019 at 11:59:59 p.m. ET (the "Promotion Period"). The computer of the Promotion administrator is the official time-keeping device of the Promotion.

**2. TWO (2) WAYS TO PARTICIPATE:**

**A. CIRCLE K LIFT TOOL:** Purchase a 20-ounce bottle of any Pepsi® product during the Promotion Period at a participating Circle K retailer within the United States. Next, view the message on the Circle K Lift Tool ("LIFT") prompting you to also purchase a bag of Doritos® (3.125 oz.) or Lay's® (2.75 oz.). Upon adding the bag of Doritos® or Lay's® to your purchase, you will be prompted to enter your phone number which will opt you in to receive a SMS text message containing a link to a Web Site. Next, access the Web Site by clicking on the link and then follow the online instructions to complete and submit the registration form to find out if you are an instant winner of a prize (a "Play").

You must have a mobile phone or other web-enabled device with text messaging capabilities to participate via this method.

By participating via the Circle K lift tool, you authorize Sponsor to send you one (1) reply message to the number you provide by auto dialer. Consent is not a condition of participation. Your text is your electronic signature agreeing to these terms and to giving electronic written consent. **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.

**B. WEB SITE:** To participate without making a purchase, visit [ScoreWithPepsi.com](http://ScoreWithPepsi.com) ("Web Site") to follow the online instructions to complete and submit the registration form to find out if you are an instant winner of a prize (also 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 the indicated 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 prize (subject to verification). If your screen does not display a prize-winning message, you are not a winner of a prize. Odds of winning depend on the number of eligible Plays received and the order in which they are received.

Regardless of the method of participation, limit two (2) Plays per person/email address 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.

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 shall be deemed invalid and any prize won by such person shall be forfeited.

### **3. PRIZES:**

**Five hundred (500) First Prizes will be awarded**, each consisting of one (1) \$25.00 NFLShop.com Online Gift Certificate. Approximate Retail Value (“ARV”): \$25.00 each.

**Seven hundred (700) Second Prizes will be awarded**, each consisting of one (1) \$10.00 NFLShop.com Online Gift Certificate. ARV: \$10.00 each.

NFLShop.com Online Gift Certificates are redeemable at [www.NFLShop.com](http://www.NFLShop.com) and subject to the terms and conditions as set by issuer. Limit two (2) prizes per person/email address/household. Total ARV of all prizes is \$19,500.00.

**4. 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 or older at the time of participation. 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, contractors, directors and officers of Pepsi-Cola Company (“Sponsor”), its bottlers, PepsiCo, Inc., Circle K Stores, Inc., 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).

**5. 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. 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 the stated value of any prize and the actual retail value will not be awarded.

**6. 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 Play-submission process or the operation of the Promotion, LIFT or the Web Site; 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 A LIFT 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.

**7. 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 the LIFT or Web Site or any network or wireless service or any combination thereof; (e) suspended or discontinued Internet or wireless service; or (f) any injury or damage to participants or to any other person's computer, mobile phone or web-enabled 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 at participating stores 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) 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.

**8. 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.

**9. WINNER NOTIFICATION:** Potential winners will receive an email within forty-eight (48) hours of receiving a prize-winning message during their online session at the Web Site. The email will contain instructions on how to claim the prize. The 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 within the 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. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to eligible participants residing within the United States. Prizes will be delivered via email within six (6) weeks of winner verification.

**10. RELEASE OF LIABILITY:** All participants, as a condition of participation in the Promotion, and winners, by acceptance of a prize, agree to release Sponsor, Promotion Parties, the NFL Entities, and Circle K Stores, Inc. 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 LIFT or Web Site, 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 or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winners shall bear all risk of loss or damage to their 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 his/her name, address, 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>. Participant is also subject to the Circle K privacy policy located at [https://www.circlek.com/privacy-policy?language\\_content\\_entity=en](https://www.circlek.com/privacy-policy?language_content_entity=en) if he/she participated via the LIFT. 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 winners' list.

**11. WINNERS' LIST:** For the names of the major prize winners (those winning a prize with a value of \$25.00), mail in a 3" x 5" card containing your name and address to be received by November 29, 2019 to: Pepsi NFL Instant Win Promotion at Circle K Winner's List Request, 10 South 5th Street-7th Floor, Dept. 863-7038, Minneapolis, MN 55402.

**12. 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.