

PEPSI® ZERO SUGAR HASHTAG CONTEST

OFFICIAL RULES

NO PURCHASE OR PROOF-OF-PURCHASE NECESSARY AND NO ENTRY FEE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE IN THE CONTEST. CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE (19 in AL or NE) OR OLDER AT TIME OF CONTEST ENTRY. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL U.S. RESIDENT. VOID WHERE PROHIBITED.

1. **HOW TO ENTER:** Pepsi® Zero Sugar Hashtag Contest (“Contest”) begins November 23, 2016, at 12:00:00 p.m. Eastern Time (“ET”) and ends November 27, 2016, at 11:59:59 p.m. ET (the "Contest Period"). Open only to eligible contestants as described in Section 2 of these Official Rules (“Contestants”). Contestant must post a photograph that shows us what moves they would make on a zero gravity flight, and include the hashtags #GetZero and #Contest. A photograph and post entered in this Contest will be collectively referred to as a “Submission.” Regardless of entry method, all Submissions must be submitted no later than 11:59:59 p.m. ET on November 27, 2016.

To enter the Contest via Twitter, you must be a registered member of Twitter. During the Contest Period and for a period of six (6) weeks thereafter, each Contestant must be a follower of @Pepsi on Twitter for winner notification purposes. A Contestant must use a non-private Twitter account to enter the Contest. Due to the way Twitter operates its services, Submissions from Twitter users with "protected" accounts (if a Contestant does not have a non-private Twitter account, he/she can create one at no cost at www.twitter.com) are not be eligible for entry into the Contest. Use of Twitter will be subject to Twitter’s privacy policy and terms of use, which can be found at www.twitter.com/privacy and <https://twitter.com/tos>.

In the event of a dispute regarding the identity of the Contestant, the person who owns the Twitter account used to enter the Submission shall be deemed the Contestant. By entering a Submission, a Contestant warrants and represents the following: (a) you are the sole and exclusive owner of any photograph or image used in your Submission and you have obtained the necessary rights and consents such photograph/image; and (b) the photo will not infringe on any rights of any third parties.

All Submissions will be reviewed for content before being published. Sponsor, in its sole discretion, shall determine if Submission complies with these Official Rules. Submissions must comply with the following requirements:

- i. Each Submission must comply with Twitter's rules, as applicable;
- ii. Each Submission must be created solely by the Contestant and may not be plagiarized, have been previously published or have previously won a prize or award;
- iii. Each Submission must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- iv. Each Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyrights, trademarks or other intellectual property rights;
- v. Each Submission must not disparage Sponsor, Administrator, or any other person or party whether or not affiliated with the Contest and administration of this Contest, or any of their respective products and/or brands;
- vi. Each Submission must not in any way, either visibly or otherwise, contain any brand names, logos or trademarks other than those of Sponsor, which Entrant has a limited license to use to incorporate into his/her photo;
- vii. Each Submission must not include personally identifiable information of any person;
- viii. If the Contestant's friend is in the photo, the friend must have given the Contestant permission to use his/her image in the Submission and to submit the photo into this Contest.
- ix. Each Submission must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- x. Each Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- xi. Each Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the Submission is created.

Each Contestant retains ownership of his/her Submission. Each Contestant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, worldwide, unconditional, fully paid license and right (a) to post on websites, in social media and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials

provided by the Contestant with the Contestant's Submission or otherwise through the Contest ("Contest Materials"), (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly), license, offer to sell and sell, rent, lease, or lend copies of the Contestant's Submission (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally each Contestant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest. Being selected as a featured Submission does not guarantee selection as the potential Grand Prize winner.

Once a Submission is entered into the Contest, any such posting will be deemed made at the direction of the Contestant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH CONTESTANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN A PRIZE STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, Contestant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Contestant is granting to use the Submission.

Ownership of Submission will remain with the Contestant unless the Contestant is declared to be a Grand Prize winner and signs the Affidavit of Eligibility/Liability & Publicity Release as set forth below, in which case Sponsor shall be assigned all ownership rights (including all intellectual property rights) in the Submission. The Contestant hereby waives in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that each Contestant may now or later have to the winning Submission.

Wireless phone charges and data rates may apply if accessing Twitter via a mobile device. 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. Proof of submitting a Submission does not constitute proof of delivery. Every Submission must be manually keystroked and manually entered by the individual Contestant; automated and/or repetitive electronic submission of Submissions (including but not limited to Submissions made using any script, macro, bot or game

service) will be disqualified and transmissions from these or related e-mail or IP addresses may be blocked.

Limit: One (1) unique Submission per person/Twitter account per day. A day shall be defined as 12:00:00 a.m. ET to the following 11:59:59 p.m. ET, except on November 23, 2016 when a day begins at 12:00:00 p.m. ET and ends at 11:59:59 p.m. ET. All Submissions must be received during the Contest Period.

The person submitting a Submission must be the authorized account holder/user of the Twitter account; otherwise Submission shall be deemed void. In the event of dispute over the identity of a potential winner, a Submission will be declared made by the individual registered user of the Twitter account used at the time of Submission, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder/user of such account(s) used to submit the Submission.

2. ELIGIBILITY: Open only to legal residents of the U.S. residing in the 50 United States or the District of Columbia, who are 18 years of age (19 in AL or NE) or older at of the time of entry. Employees of Pepsi-Cola Company ("Sponsor"), PepsiCo, Inc., and all of their respective bottlers, parents, subsidiaries, divisions, affiliates, distributors, suppliers, and advertising, promotional or judging agencies, House of Gaga (collectively, "Sponsor and Promotion Parties"), and the immediate family members (spouse, parent, step-parent, sibling, step-sibling, half-sibling, child, or step-child) of such employees and/or persons living within the same household as such employees are not eligible to enter or win. Potential Grand Prize winners will be subject to a background check by the NFL (see Rule 4 below for more details on the background check).

3. CONTEST GRAND PRIZE WINNER JUDGING: After the conclusion of the Contest Period, a panel of judges selected by Sponsor ("Judges") will review all Submissions received during the Contest Period. The Judges will judge each eligible Submission according to the following criteria and percentages:

- i. Creativity: 30%
- ii. Relevance to Theme: 40%
- iii. Originality: 30%

Using these criteria, the Judges will select ten (10) Submissions with the highest scores who will be the potential Grand Prize winners. In the event of a tie, the Submission with the highest score in judging criteria (i), "Creativity," will be declared

the winner. In the event there is still a tie, the Submission with the highest score in judging criteria (ii), "Relevance to Theme," will be declared the winner. In the event there is still a tie, the Submission with the highest score in judging criteria (iii), "Originality," will be declared the winner.

One (1) Grand Prize per Contestant/household. All decisions of Judges and Sponsor are final and binding.

4. GRAND PRIZE (10) AND ACTUAL RETAIL VALUE ("ARV"): Each "Grand Prize" winner will receive a trip for two (2) people (winner and a guest of his/her choosing) to Orlando, FL to attend a Zero Gravity Flight Experience (the "Trip"). Trip includes round-trip coach class air transportation for each Grand Prize winner and guest from a gateway airport close to a Grand Prize winner's residence (airports, airline, hotel and ground transportation selected by Sponsor in its sole discretion) departing for Orlando, FL on December 5, 2016 and returning on December 6, 2016, two (2) days and one (1) night hotel accommodations (single room, double occupancy) at a hotel to be determined by Sponsor in its sole discretion, and a Zero Gravity Flight Experience. The Grand Prize also includes ground transportation to and from the point of arrival in Orlando, Florida to the hotel and to and from the hotel to the Zero Gravity Flight Experience, and breakfast on December 6, 2016 only. Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of winner. Any difference between the stated ARV and actual value will not be awarded. If Grand Prize winner resides within 100 miles of Orlando, FL, ground transportation may be substituted in lieu of air transportation in Sponsor's sole discretion.

Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. Each Grand Prize winner must travel on dates determined by the Sponsor or the Grand Prize will be forfeited and may be awarded to an alternate. Each winner must be at least eighteen (18) years of age (19 in AL or NE). Each Grand Prize winner's guest must be at least eighteen (18) years of age (19 in AL or NE). Grand Prize winner and guest must travel on the same itinerary. All hotel accommodations and booking arrangements will be administered by Sponsor's authorized designee. If a Grand Prize winner elects to travel without a guest, winner will receive no additional compensation.

All costs and expenses not specifically included herein are solely the winner's responsibility. Each Grand Prize winner and his/her guest are each solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). Sponsor will not replace any lost, mutilated,

or stolen tickets, travel vouchers or certificates. Sponsor is not liable for delays, cancellation, or unforeseen events related to the winner's and guest's travel. Each Grand Prize winner and his/her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Trip. Each Grand Prize winner and his/her guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules. Each Grand Prize winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card.

If the Zero Gravity Experience or any element of the Trip is delayed, postponed, or canceled for any reason whatsoever, the winner will not be reimbursed for that portion of the prize. Sponsor reserves the right to remove or to deny entry to any winner and/or guest if such winner and/or guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person on the Trip.

Each Guest must also sign a Liability & Publicity Release. Both Winner and its Guest will also be required to sign release of liability documents of Zero Gravity. Grand Prize details and availability are subject to change. The Contest offers to enter as set forth in Section 2 of these Official Rules and the Prize are non-transferable and no cash substitutions are permitted except at Sponsor's sole discretion. No more than fifteen (15) Grand Prizes will be awarded during the entire Contest Period.

The ARV of each Grand Prize is Four Thousand Nine Hundred Fifty Dollars (\$4,950). The ARV of all Grand Prizes is Forty Nine Thousand Five Hundred Dollars (\$49,500). The actual value may vary based on airfare fluctuations, whether a guest accompanies a Grand Prize, and the distance between departure and destination. Any difference between the stated ARV and actual value will not be awarded.

All travel details must be finalized by December 1, 2016 or the winner may forfeit the Grand Prize Trip.

NOTE: Elements of a Prize may include inherently dangerous activity. Each winner expressly and voluntarily assumes the risk of any and all injury and damage that may result from participation in any element of a Prize. Each winner acknowledges and agrees that the Sweepstakes Entities have no responsibility whatsoever for injuries, losses, or damages of any kind that result from participation in any element of a Prize. Each winner and his/her successors and/or heirs each acknowledge that certain Prize-related activities

may be inherently dangerous and release Sweepstakes Entities from any and all causes of actions that arise from such participation. Each winner must comply with any rules, regulations, and restrictions provided for any Prize activity.

5. WNNER NOTIFICATION: The Sponsor will contact each potential Grand Prize winner by a Direct Message on Twitter on or about November 28, 2016. Each potential Grand Prize winner will be required to reply within two (2) days of the notification in order for the Administrator to obtain the potential Grand Prize winner's name, address, daytime phone number and date of birth. If a potential Grand Prize winner who does not respond within two (2) days from the date of the notification, this will result in forfeiture of the Grand Prize and an alternate will alternate potential Grand Prize winner selected from an eligible Submission with next highest score as set forth in Section 3. Sponsor is not responsible for suspended or discontinued wireless or online service which may result in the potential Grand Prize winners not receiving initial prize notification. Sponsor is not responsible for any change in the potential Grand Prize winners mailing address and/or telephone number. Before being confirmed as a Grand Prize winner, each potential Grand Prize winner must complete and return to the Sponsor or its authorized designee an Affidavit of Eligibility, a Liability Release, a Publicity Release (where permissible), and a tax acknowledgment form ("Documents"). The completed Documents must be signed and notarized, where applicable, and returned to Sponsor for receipt within two (2) calendar days from the date they were sent to a potential Grand Prize winner or the Grand Prize may, in Sponsor's sole and absolute discretion, be forfeited. If a Grand Prize winner cannot be verified or found, a Grand Prize winner is unable to travel during required travel dates, or if a Grand Prize winner is otherwise unable to accept the Grand Prize as stated, the Grand Prize will be forfeited and may be awarded to an alternate Grand Prize winner with the next highest score as set forth in Section 3, time permitting in the Sponsor's sole and absolute discretion.

6. GENERAL: No substitution of a Grand Prize is offered, no transfer of a Grand Prize to a third party is permitted, and non-cash Grand Prizes may not be redeemed for cash value. Any difference between the approximate Grand Prize value and the actual Grand Prize value will not be awarded. Each Grand Prize winner will be solely responsible for all applicable federal, state and local taxes on the Grand Prize. If applicable, the winner may receive an IRS Form 1099 for the retail value of a Grand Prize. All other expenses on the receipt and use of a Grand Prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a Grand Prize not accepted by a Grand Prize winner will be forfeited.

7. **PUBLICITY:** Where permitted by law, by participating in the Contest, Contestant grants Sponsor and Promotion Parties, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, and those acting pursuant to their authority, the right to print, publish, broadcast, and use any materials submitted by Contestant in connection with the Contest as well as the contestant's name, portrait, picture, likeness, voice, statements attributable to him/her, city and state of residence, and other biographical information for advertising and promotional purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification, or compensation.

8. **PRIVACY POLICY:** Any personally identifiable information collected during a Contestant's participation in this Promotion will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at: <http://policy.pepsi.com/privacy.htm>.

9. **CONDUCT:** By entering this Contest, Contestants agree to be bound by these Official Rules, which are a contract and include limitations of rights and remedies, and the decisions of Sponsor 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 Contest; 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 CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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.

10. **LIMITATIONS OF LIABILITY:** EACH GRAND PRIZE IS AWARDED "AS IS, WHERE IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE. 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 SUBMISSIONS

AT ANY POINT IN THE OPERATION OF THIS CONTEST; (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 CONTEST; (D) ANY INJURY OR DAMAGE TO PARTICIPANTS OR TO ANY OTHER PERSON'S PHONE WHICH MAY BE RELATED TO OR RESULTING FROM ANY ATTEMPT TO PARTICIPATE IN THE CONTEST. IF, FOR ANY REASON, THE CONTEST IS NOT CAPABLE OF RUNNING AS PLANNED FOR REASONS WHICH MAY INCLUDE, WITHOUT LIMITATION, 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 CONTEST, THEN SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE CONTEST IN WHOLE OR IN PART.

11. GOVERNING LAW/DISPUTES: This Contest is governed by the laws of New York State. As a condition of participating in this Contest, Contestants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, 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 Contestants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than a Contestant's actual out-of-pocket expenses (e.g. costs associated with entering), and Contestants further waive all rights to have damages multiplied or increased. Any claim must be filed within one (1) year from the time the cause of action arose, or the cause of action shall be forever barred.

12. RELEASE AND INDEMNIFICATION: ALL CONTESTANTS, AS A CONDITION OF ENTRY INTO THE CONTEST, AGREE TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY AND HOLD HARMLESS 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 OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH SUBMITTING A SUBMISSION OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE CONTEST, THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED, OR WHILE PREPARING FOR, PARTICIPATING IN OR TRAVELING TO OR FROM ANY PRIZE-RELATED

ACTIVITY OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE ANNOUNCEMENT OF OFFERING OF ANY PRIZE. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER IT HAS BEEN DELIVERED.

13. WINNERS' LIST REQUEST: For the names of the Grand Prize winners, send your name and complete address to: Pepsi® Zero Sugar Hashtag Contest Winner List, P.O. Box 251328, West Bloomfield, MI 48325. Winners' list requests must be received by January 25, 2017.

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

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter.