

**PEPSI FOR THE FANS SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**1. SWEEPSTAKES PERIOD:** The Pepsi For The Fans Sweepstakes (“Sweepstakes”) starts on February 5, 2017 at or about 5:30:00 PM Eastern Time (“ET”) and ends February 5, 2017 at 11:59:59 PM. ET (the “Sweepstakes Period”). Administrator’s computer is the official Sweepstakes clock.

**2. ELIGIBILITY:** The Sweepstakes is open only to individuals who are legal residents of the fifty (50) United States or the District of Columbia who are thirteen (13) years of age or older at the time of entry. Employees of Sponsor, Administrator, PepsiCo Inc., Pepsi--Cola Company and its bottlers (collectively, “Sponsor”), the NFL Entities (as defined below), and each of their respective parents, subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees and each of their respective parents, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, “Sweepstakes Entities”); and the members of each of their immediate family (*i.e.*, spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Participation consists of entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Each entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

**3. HOW TO ENTER:** During the Sweepstakes Period, there will be twenty-two (22) separate Sweepstakes pools (each a “Prize Pool”) (one Prize Pool for each prize as described below). There are two (2) ways to enter each Prize Pool:

**A. Facebook:** An entrant must visit [www.facebook.com/PepsiUS](http://www.facebook.com/PepsiUS) (the “Website”) and look for the Facebook posts showing the prize options for this Sweepstakes (each a “Post”). If you do not have a Facebook account you may sign-up for free by visiting [www.facebook.com](http://www.facebook.com) and follow the instructions to register for an account. Registration for and use of Facebook and other Facebook applications are subject to Facebook’s terms and conditions (<https://www.facebook.com/legal/terms>) and Sponsor has no responsibility with respect to such registration or use. Once a member of Facebook, entrant must visit the Website and “like” the Post showing the prize he/she would like to be entered for a chance to win. There is a separate Prize Pool for each Prize described in Section 5 below. Entrant will receive one (1) entry into the respective Prize Pool he/she selected/“liked”. Anyone found to use multiple Facebook accounts to enter will be ineligible. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook.

**B. Twitter:** An entrant must sign into his/her Twitter account and follow @Pepsi. Entrant must then view the Tweets posted by Sponsor regarding this Sweepstakes and reTweet the

image of the prize that he/she would like to be entered for a chance to win including the hashtags: #PepsiHalftime #ForTheFans #Entry. Entrant will receive one (1) entry into the respective Prize Pool he/she reTweeted. Each reTweet must be public (not protected), include all of the hashtags above and conform to Twitter's (140) character limitation. By entering the Sweepstakes and using the hashtags #PepsiHalftime #ForTheFans #Entry, entrant hereby agrees to be bound by these Official Rules. An entrant must have a non-private Twitter account to enter the Sweepstakes via this method and must be a follower of @Pepsi at least 30 days after the Sweepstakes Period for winner notification purposes to be eligible to win/claim a prize. If an entrant does not have a non-private Twitter account, he/she can create one at no cost by visiting [www.twitter.com](http://www.twitter.com). Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) in order to participate in the Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter.

Entries that do not follow the above formats may be discarded or ignored and not eligible for entry. Entries received after the Sweepstakes Period and/or entries that contain obscene, offensive, or any language communicating messages inconsistent with the positive images to which Sponsor wishes to associate will be void. Anyone found to use multiple Facebook or Twitter accounts to enter will be ineligible.

**Limit:** One (1) Entry per Prize Pool via Facebook and one (1) entry per Prize Pool via Twitter per person during the Sweepstakes Period, for a total of two (2) entries per Prize Pool (one [1] via Facebook and one [1] via Twitter). Any attempt by an entrant to enter more than the number of times authorized herein, including multiple entries by the same entrant using different social network accounts, may, at the Sponsor's sole discretion, invalidate ALL entries submitted by that entrant for the entire Sweepstakes Period. Entries received after Sweepstakes Period and/or entries that contain obscene, offensive, or any language communicating messages inconsistent with the positive images to which Sponsor wishes to associate, as determined by Sponsor in its sole discretion, will be void. Entries will be deemed made by the authorized account holder of the social media account that is used to submit the entry. The "authorized account holder" is the person who is assigned to the social media account by the respective online service provider (i.e., Facebook or Twitter).

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE IN THIS SWEEPSTAKES.

**4. RANDOM DRAWINGS:** On or around February 6, 2017, Administrator will randomly select a total of four hundred twenty-eight (428) potential winners corresponding with the quantity of prizes available in the respective Prize Pool as outlined in the chart below in Section 5A, provided a sufficient number of entries are received. Entries from each Prize Pool will be combined from Facebook and Twitter for the drawing of each respective prize. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUES ("ARV"), AND ODDS OF WINNING:**

**A. Prizes:** The following prizes (each a “Prize”) will be awarded:

Prize	Quantity Available	ARV of each Prize
A Limited Edition Replica Metallic Rose Guitar	1	\$4,000
A Limited Edition Replica Lady Gaga “Joanne” Hat	5	\$680
An NFL SB51 Commemorative Coin (limited edition replica of the coin tossed at Super Bowl LI)	1	\$200
A Four (4) Pack of Limited Edition Lady Gaga Super Bowl LI Posters Signed by Lady Gaga	1	\$160
A Football Signed by Joe Flacco	1	\$150
An Official NFL Pylon from the game	2	\$80
A Hooded Sweatshirt Signed By Lady Gaga	1	\$74
A Jersey Signed by Jarvis Landry	2	\$50
A Replica NFL Jersey T-Shirt Signed by Lady Gaga	1	\$50
A Pink Lady Gaga Football Helmet	1	\$50
Limited Edition Replica Lady Gaga LED Glasses	1	\$50
A Light Stick Used By Lady Gaga’s Halftime Performance Dancers	1	\$50
A Limited Edition Lady Gaga Super Bowl LI Poster (Design #1)	75	\$40
A Limited Edition Lady Gaga Super Bowl LI Poster (Design #2)	75	\$40
A Limited Edition Lady Gaga Super Bowl LI Poster (Design #3)	75	\$40
A Limited Edition Lady Gaga Super Bowl LI Poster (Design #4)	75	\$40
A Mini Helmet Signed by Devon McCourty	6	\$25
Ping Pong Paddle Signed by Aaron Donald	2	\$20
LED Batons from the Super Bowl Halftime Show	100	\$20
A Delux CD of Joanne Signed by Lady Gaga	1	\$20
Lady Gaga’s Super Bowl LI Dressing Room Sign Signed by Lady Gaga	1	\$20

**B. Odds of Winning:** The odds of winning a Prize depends on the total number of eligible entries received for each respective Prize Pool during the Sweepstakes Period.

**C. General:** In no event will more than four hundred twenty-eight (428) Prizes be awarded during the Sweepstakes Period. If, for any reason, more Prize notifications are sent (or more claims are received) than the four hundred twenty-eight (428) Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, of equal or greater value in case of unavailability of the Prize or a Prize component. There is a limit of one (1) prize per person.

**6. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified on either Facebook by a direct message or on Twitter by a Direct Message from @Pepsi (depending on his/her method of entry) with instructions on how to claim a prize. The potential winners must respond

to the Facebook message or Twitter Direct Message winner notification within twenty four (24) hours or they may, at the Sponsor's sole discretion, be disqualified. Potential winners of a Prize with an ARV of \$600 or more will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) business days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner, if time permits. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or the winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial notification, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of the Prize. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. Sponsor will issue an IRS Form 1099 for each winner whose Prize is valued at \$600 or more. Approximate retail values are as of the time these Official Rules were printed and the value of the Prize may fluctuate. The winners are not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each Prize will only be awarded to a verified winner.

**7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for any and all liabilities, including but not limited to lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Sweepstakes-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at

Sponsor's sole discretion, be disqualified.

If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. Notice of such cancelation, termination, or modification of the Sweepstakes shall be posted at [www.PepsiFortheFans.prizelogic.com](http://www.PepsiFortheFans.prizelogic.com). This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of an Entry; (i) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**9. PRIVACY:** Sponsor’s privacy policy is located at <http://policy.pepsi.com/privacy.htm>.

**10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and Sponsor’s designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to on television (including live television), radio, the Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and will result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event Sponsor is prevented from continuing with the Sweepstakes or the integrity and/or feasibility of the Sweepstakes is severely undermined, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without any further obligation. In the event of cancellation, Sponsor will award the Prizes in a random

drawing from among all valid and eligible entries received up to the time of such cancellation, providing a sufficient number of entries are received. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** To obtain the name of the winners, mail a self-addressed, stamped business-sized envelope to: Pepsi For The Fans Super Bowl Sweepstakes - Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by April 6, 2017.

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

**Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the Prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.**

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