

**2019 Pepsi & David Bakhtiari “Always Be Chugging” Sweepstakes
 (“Sweepstakes”)
 Official Rules**

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED IF ENTERING VIA INSTAGRAM. MESSAGE AND DATA RATES MAY APPLY IF USING MOBILE DEVICE TO ENTER.

THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE STATE OF WISCONSIN WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT TIME OF ENTRY. SWEEPSTAKES SHALL BE CONSTRUCTED AND EVALUATED ACCORDING TO UNITED STATES LAW AND THE STATE OF WISCONSIN. DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram.

1. SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00 a.m. Central Time (“CT”) on September 1, 2019 and ends at 11:59 p.m. CT on December 29, 2019. (“Sweepstakes Period”). The computer of the Sweepstakes administrator is the official time-keeping device of the Sweepstakes.

2. HOW TO ENTER: During the Sweepstakes Period, you can enter via the following methods: **(a) INSTAGRAM:** Post a video or photo of your Pepsi celebration on your personal Instagram page with hashtag #AlwaysBeChugging and you will be automatically entered into the random Sweepstakes drawing. Videos or photos must not contain inappropriate material as determined by Sponsor, in its sole discretion. Videos and photos will not be judged. Entrant must have a public profile on the Instagram account used to enter in order to be contacted by Sponsor or its agents if he/she is selected as the winner. An Instagram account can be opened for free by visiting <http://instagram.com> and follow the appropriate link to download the free Instagram application. Standard data charges may apply if participating via your mobile device. Check with your wireless service provider for details on any applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Additional conditions and guidelines apply to this entry method, see below and Rule #3. The name of the person submitting an entry (via Instagram) into the Sweepstakes must be the name of the authorized account holder of the Instagram account used to enter, otherwise, the entry may be deemed void. **(b) MAIL-IN ENTRY:** Hand print your first and last name, complete mailing address with zip code, date of birth, daytime phone number, and email address on a 3 ½ x 5 inch card. Mail completed entry postmarked by 12/29/19 and received by 12:00 p.m. (noon) on 1/1/2020 to be eligible. Limit one (1) Mail-In Entry per outer mailing envelope. No photocopied or mechanically reproduced entries accepted. Sponsor not responsible for lost, late, incomplete, illegible, misdirected entries, or postage-due mail.

Limit one (1) entry per person per day, regardless of method of entry. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00 a.m. (midnight) CT and ending at 11:59 p.m. CT. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

In the event of a dispute over the identity of a potential winner who participated via Instagram, the entry will be declared made by the authorized account holder of the Instagram account used during the entry process. Potential winner may be required to provide identification sufficient to

show that he/she is the authorized account holder. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail, wireless phone number, or postal address during the Sweepstakes Period. Proof of submitting an entry does not constitute proof of delivery or entry. All entries become the property of the Sponsor and will not be acknowledged or returned. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified and transmissions from these or related email/IP addresses or wireless phone number may be blocked. Additionally, use of multiple Instagram Accounts, phone numbers, mailing addresses and/or email addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries is prohibited and such persons will be disqualified and all entries shall be deemed invalid and prize won (if any) shall be forfeited.

3. ENTRY GUIDELINES APPLICABLE TO ENTRIES SUBMITTED VIA INSTAGRAM: By submitting an entry, you agree that your submission is gratuitous and made without restriction, and will not place the Sponsor under any obligation. The Sponsor reserves the right to, and may or may not, monitor/screen entries. By entering, you acknowledge that the Sponsor has no obligation to use or post any entry you submit.

By submitting an entry, you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; and (e) that publication of the entry via various media including Web posting, will not infringe on the rights of any third-party rights. Each entrant will indemnify and hold harmless, the Sponsor and Promotion Parties (defined below) from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks, or logos) must be able to provide legal releases for such use including the Sponsor's use of such entry, in a form satisfactory to administrator, upon request, prior to awarding of a prize (if any).

As determined by the Sponsor, in its sole discretion, entries must meet the following guidelines: (a) Must comply with these Official Rules and the Instagram Terms of Use and Community Guidelines found at <https://www.instagram.com/legal/terms>; (b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, political, religious, professional, or age group, profane or pornographic, or contain nudity; (c) Cannot promote alcohol, marijuana, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) Cannot be obscene or offensive, endorse any form of hate or hate group; (e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about the Sponsor, its customers or its products, or other people, products or companies; (g) Cannot contain trademarks, logos, or trade dress owned by others (except the Sponsor's), or advertise or promote any brand or product of any kind (except the Sponsor's), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (h) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by the Sponsor) without permission; (i) Cannot contain background artwork, unless it is an original work of the entrant; (j) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant, without permission; (k) Cannot communicate messages or images

inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate; and (l) Cannot depict, and cannot itself, be in violation of any law.

If the Sponsor, at any time during the Sweepstakes Period, receives a complaint (including but not limited to a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in an entry, the Sponsor reserves the right to remove such entry at any point in the Sweepstakes Period, without prior notice and entry will be deemed void and ineligible to receive a prize.

Any waiver of any obligation hereunder by the Sponsor does not constitute a general waiver of any obligation to entrants.

4. ELIGIBILITY: The Sweepstakes is open only to individuals who are legal residents of the United States, residing in Wisconsin, who are 18 years or older at the time of entry. Employees of WP Beverages, LLC (“Sponsor”), Wis-Pak, Inc., its Shareholders & distributors, PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Pepsi Beverages Company, 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 “Sponsor and Promotion Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step” of each), and those living in the same households as such employees (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 Sweepstakes) are not eligible to participate. Void outside the state listed above and where prohibited or restricted by law, rule, or regulation.

5. PRIZE DETAILS: One (1) Grand Prize will be awarded. Grand Prize consists of a Meet-and-Greet with NFL All-Pro Tackle David Bakhtiari at a 2019/20 UW Badger men’s basketball game, (2) Badger Men’s Basketball tickets (game date and time TBD), with food and beverage included, one (1) \$500 gas card, and one (1) one-night standard hotel accommodation (two person occupancy per room) for the winner and one (1) guest. Approximate Retail Value (ARV): \$1400.00. All other expenses not specifically mentioned herein, such as transportation to and from event, parking, etc. are solely the responsibility of the prize winner and guest. No alternate dates are available. All minors (under the age of 18) must be accompanied by an adult at all times. No responsibility is assumed by Sponsors for canceled, delayed, suspended, or rescheduled event. Sponsor reserves the right to assign seating. Limit one (1) prize per name, address, and/or household.

5. DRAWING: Potential winner(s) will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend upon the total number of eligible entries received. Drawing will occur on or about January 6, 2020 and will be conducted by an independent judging agency whose decisions are final and binding. All prizes will be awarded.

6. WINNER NOTIFICATION: If the potential winner participated via the Mail-In method of entry, he/she will be notified by email and/or phone at the email address or phone number provided by the entrant at the time of entry and must respond to the notification within seventy-two (72) hours indicating whether he/she can accept the prize or prize may be forfeited and an alternate winner selected (time permitting).

If the potential winner participated via Instagram, he/she will be notified via direct message through his/her Instagram account and will be required to respond to the notification (by providing

his/her email address) within seventy-two (72) hours or prize may be forfeited and awarded to an alternate winner. Potential winner must have a public profile on the Instagram account used to enter in order to receive the notification or prize will be forfeited. Upon administrator's receipt of potential winner's email address, he/she must respond to the email notification (as stated within the notification) within seventy-two (72) hours or prize may be forfeited and an alternate winner selected (time permitting).

Sponsor is not responsible for suspended or discontinued Internet or wireless service or a change in winner's phone number or email address which may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner and guest may be sent an Affidavit of Eligibility and Liability/Publicity Release to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within seventy-two (72) hours; (iii) any required documents are not returned within the required number of days; or (iv) if winner is otherwise unable to attend an event when specified or accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner. Allow two (2) to three (3) weeks for delivery of the prize following the notification process. Prizes will only be delivered to addresses in Wisconsin.

7. LIMITATIONS OF LIABILITY: 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 entries at any point in the operation of this Sweepstakes; (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, cameras, computers, or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website, or any combination thereof; (e) suspended or discontinued Internet, wireless, or land line phone 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 Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor and Promotion Parties shall not have any further liability to any participant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

8. WINNERS RELEASES: By participating in the Sweepstakes, entrants release Sponsor, the NFL Entities, 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 play or otherwise participating in any aspect of the Sweepstakes, 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 or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Participant irrevocably waives all claims against the National Football League, its member professional clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Players Association, NFL Players incorporated 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. Sponsor, the NFL Entities, and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety, or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast, and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising, and promotional purposes as may be determined by Sponsor.

9. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States and of the State of Wisconsin without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prizes will not be awarded. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. Sponsor reserves the right to substitute a player or coach in the event David Bakhtiari becomes unavailable due to injury, illness, or trade. 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 at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state, and local laws and regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Pepsi-Cola Company's Privacy Policy available at <http://policy.pepsi.com/privacy.htm>.

10. CONDUCT: By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the 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 play process or the operation of the Sweepstakes; 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 TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE 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.

11. WINNERS' LIST: For the names of the winner(s), send a self-addressed, stamped envelope postmarked by January 17, 2020 to: Pepsi "Always Be Chugging" Sweepstakes Winners' List Request, PO Box 8006, Madison, WI 53708.

12. SPONSOR: This Program is sponsored by WP Beverages LLC, Windsor, WI. All decisions regarding all aspects of this Program shall be made by WP Beverages LLC in its sole discretion, and all such decisions shall be final and controlling. Sponsor reserves the right to revise Official Rules.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram. Any questions, comments, or complaints regarding this Sweepstakes shall be directed to the Sponsor and not to Instagram.