

**AQUAFINA SPARKLING SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. MESSAGE AND DATA RATES MAY APPLY. VOID WHERE PROHIBITED

THE SWEEPSTAKES IS OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE FIFTY UNITED STATES OR WASHINGTON DC WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF PARTICIPATION. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT PARTICIPATE IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.

1. **SWEEPSTAKES PERIOD:** The Aquafina Sparkling Sweepstakes (“Sweepstakes”) begins February 10, 2017 at 12:00:00 a.m. Eastern Time (“ET”) and ends July 31, 2017 at 11:59:59 p.m. ET (the "Sweepstakes Period").

2. **HOW TO ENTER:** There are 2 ways to enter the Sweepstakes:

(a) **TEXT MESSAGE:** Use your mobile phone to text “AQUAFINA” to **50563** during the Sweepstakes Period. By entering this Sweepstakes via text messaging the entrant is consenting to receive up to four (4) reply text messages per entry regarding the Sweepstakes. Text “HELP” for help or “STOP” to cancel. Participants must have a mobile phone with text messaging capabilities to enter by text message. Participants entering this Sweepstakes via text message may incur a standard text message charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. In the event of an identity dispute regarding a participant who submitted an entry via Text Message, entry will be considered made by the authorized account holder/user of the mobile phone number.

(b) **ONLINE:** To enter without sending a text message, log on to AquafinaSparklingSweeps.com (the “Web Site”) and follow the online instructions to register for the Sweepstakes. By submitting an entry online, you are consenting to receive emails regarding the Sweepstakes. In the event of an identity dispute regarding an online participant, entry will be considered made by the registered owner of the email address used for the online entry. Participants entering online must have a valid email address.

The potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the mobile phone number or email address (as the case may be) associated with the winning entry. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address or mobile phone number during the Sweepstakes Period.

Limit one (1) entry per day per person/email address/mobile phone number, regardless of entry method. A day is understood to start at 12:00:00 a.m. ET and end at 11:59:59 p.m. ET the same day.

Proof of submitting an entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to entrant. Every entry submission must be manually keystroked 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 or IP addresses or mobile phone numbers may be blocked. Additionally, use of multiple email addresses, phone numbers and/or mailing 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 any prize won shall be forfeited.

3. ELIGIBILITY: Sweepstakes open only to legal U.S. residents residing in one (1) of the fifty (50) United States or the District of Columbia who are 18 years of age or older at the time of entry. Winner may be required to show proof of residency. Employees of Pepsi Beverages Company (“Sponsor”), Pepsi-Cola Company and its bottlers, participating retailers and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers and advertising, promotional or judging agencies (collectively, “Sponsor and Promotion Parties”), and immediate family members of such employees and persons living in the same household as such employees are not eligible to win. Limit one (1) prize per person and/or household.

4. DRAWING: Winner will be selected in a random drawing to take place on or about August 2, 2017 from among all eligible entries received by an independent judging agency whose decisions are final. Odds of winning are solely dependent upon the total number of eligible entries received. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. The prize will be awarded.

5. PRIZE: One (1) Prize will be awarded consisting of “Aquafina Sparkling for one year” and a “Sparkling Summer Festival”. Approximate Retail Value (“ARV”): \$3,183.08. The “Aquafina Sparkling for one year” portion of the prize will be awarded in the form of 52 coupons each valid for a free 8-pack of Aquafina Sparkling. The Sparkling Summer Festival portion of the prize will be held at a location that will be vetted within a 50-mile radius of winner’s residence (as determined by Sponsor, in Sponsor’s sole discretion) and will consist of the following prize items: one (1) Corn Hole game - ARV \$500; one (1) Jenga board game – ARV \$500; and one (1) pack of Water Balloons – ARV \$100. Winner may invite up to a maximum of eleven (11) guests. Winner must agree to a weekend date, selected by Sponsor, in Sponsor’s sole discretion, in the month of August or September (of 2017) for the Sparkling Summer Festival. Winner must accept prize as stated or prize may be forfeited and awarded to an alternate winner.

Sponsor may videotape and/or photograph the Sparkling Summer Festival with no compensation to the winner or its guests.

If the Sponsor so elects, winner may be required to submit to a confidential background check to help ensure that he/she will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. The Sponsor reserves the right to disqualify winner based on the results of his/her background check. If requested, winner must agree to sign waiver forms authorizing the release of personal and background information or prize may be forfeited.

6. GENERAL: This Sweepstakes is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. Except as determined by Sponsor in its sole discretion, no substitution of prize is offered, no transfer of prize to a third party is permitted, and prize may not be redeemed for cash value. Prize winner will be solely responsible for all applicable federal, state and local taxes on prize. Prize winner will receive an IRS Form 1099 for the prize retail value. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited. Any difference between stated approximate value of prize and actual value of prize will not be awarded. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members.

7. CONDUCT: By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at the Web Site throughout the Sweepstakes Period. Any information collected shall be in accordance with the privacy policy located at <http://www.pepsi.com/en-us/privacy-policy>. 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 Sweepstakes or any 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 ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.**

8. 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, computers or providers utilized in

any aspect of the operation of the Sweepstakes; and (d) any injury or damage to participants or to any other person's phone or Web-enabled device which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part.

9. WINNER NOTIFICATION: Potential winner will be notified by email, text message/phone and/or mail at the email address, phone number or mailing address provided by the entrant at the time of entry. If a potential winner participated via text message, he/she may be required to respond to the notification within seventy-two (72) hours in order to capture potential winner's contact information. If no response is received within seventy-two (72) hours, prize may be forfeited. Winner will be required to claim his/her prize within seven (7) days of notification by signing and returning an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law). In the event the Affidavit and Release form(s) are not returned within the above stated time period, prize may be forfeited and an alternate winner may be selected from among all remaining eligible entries. Winner's guests will be required to sign a Liability/Publicity Release (where permitted by law) prior to attending the Sparkling Summer Festival. Prize may also be forfeited if a notification or prize is sent to an address provided on an entry and is returned as undeliverable without a forwarding address. Upon forfeiture for any reason, no compensation shall be given. Prize will only be delivered to an address within the United States.

10. RELEASE OF LIABILITY: All participants by entering this Sweepstakes, and winner by acceptance of the prize, agree to release 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 an entry 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 of offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any 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 (including without limitation use online at Sponsor's Web Sites or social media assets) 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.

11. WINNER'S LIST: For the name of the winner, send a self-addressed, stamped envelope, by August 31, 2017, to: Aquafina Sparkling Sweepstakes Winner's List, 10 South 5th Street-7th Floor, Dept. 896-712, Minneapolis, MN 55402.

12. SPONSOR: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.

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