

**SUPER BOWL 2019 SWEEPSTAKES AT PUBLIX (“SWEEPSTAKES”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY IF ENTERING VIA MOBILE DEVICE.

THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE STATE OF ALABAMA, FLORIDA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE OR VIRGINIA (EACH AN “ELIGIBLE STATE”) WHO ARE 18 YEARS OF AGE (19 IN ALABAMA) OR OLDER AS OF THE DATE OF ENTRY. 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: Sweepstakes begins on January 3, 2019 at 12:00:00 a.m. Eastern Time (“ET”) and ends on February 6, 2019 at 11:59:59 p.m. ET (the "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, there are two (2) ways to enter the Sweepstakes as described below.

(a) TEXT MESSAGE: Use your mobile phone to text PEPSI to 50563. You will receive a text message reply requesting your state of residence and date of birth. Upon receipt of an Eligible State and eligible date of birth, you will receive one (1) entry into the Sweepstakes. 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. By entering this Sweepstakes via text message, the participant is consenting to receive up to four (4) text and phone messages per entry regarding the Sweepstakes.

(b) TOLL-FREE PHONE CALL: Call toll-free 1-800-537-7723 from your home touch-tone telephone or cell phone and follow the automated instructions. Callers will be required to enter their first and last name, home address, city, state, zip code, daytime phone number, and date of birth (as two digits for month, two digits for day and four digits for year). All calls must be made from a phone number with an area code associated with an Eligible State or participant’s home address must have a zip code from an Eligible State.

Limit one (1) entry per person/phone number/per day, 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.

The person submitting the Sweepstakes entry must be the authorized account holder/user of the phone number used for entry. In the event of dispute over the identity of a potential winner, the winning entry will be declared made by the authorized account holder of the registered user of the phone number used at the time of entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of that phone number. It is solely the responsibility of the participant to notify the Pepsi-Cola Company (“Sponsor”) in writing if he/she changes his or her mobile phone number or contact information during the Sweepstakes Period.

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 participant. Every entry submission must be manually keystroked and manually entered by the individual participant; all 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 all transmissions from these or related phone numbers may be blocked. Additionally, use of multiple 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 all entries deemed invalid and any prize won shall be forfeited.

3. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents residing in Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee or Virginia, who are 18 years of age or older (19 years of age or older in Alabama) at the time of entry. Winners may be required to show proof of residency. Employees of Publix Super Markets, Inc., the Mars Wrigley Entities, PepsiCo, Inc., Pepsi Beverages Company, Pepsi-Cola Company (“Sponsor”), and its bottlers, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, dealers and advertising, promotional or judging agencies (collectively, “Sponsor and Promotion Parties”), the NFL Entities (as defined in Section 12), and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) of each and persons living in their same households are not eligible to enter or win.

4. PRIZES:

GRAND PRIZES: Fifteen (15) Grand Prizes will be awarded, each consisting of two (2) tickets to Super Bowl LIV in Miami, Florida scheduled to take place on February 2, 2020; round-trip coach air transportation (if winner lives within 250 miles of Miami, ground transportation may be provided instead of air transportation) for winner and one (1) guest from a major airport nearest winner’s home to Miami; double-occupancy hotel accommodations for four (4) nights; transportation from hotel to Super Bowl LIV and back to hotel after Super Bowl LIV; admission for winner and guest into Sponsor’s Super Bowl Party; two (2) commemorative gift bags; and \$2,875.00 (awarded in the form of a check, payable to winner). Travel dates: January 30, 2020 – February 3, 2020. Approximate Retail Value (“ARV”) of each Grand Prize: \$11,225.00, depending on winner’s point of departure and destination airport.

Grand Prize General Terms: Minor child may accompany winner as a guest only if minor’s parent or legal guardian is the winner. Minor must be accompanied at all times during the game by minor’s parent or legal guardian. Winner will be required to provide a credit card prior to hotel check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Sponsor and Promotion Parties assume no responsibility for cancelled, delayed, suspended or rescheduled events (including the Super Bowl) beyond its control. Prize will be forfeited if a potential winner is unable to travel on dates specified. An unclaimed and/or unused prize element will remain the property of Sponsor. Sponsor is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. If winner resides within 250 miles of Miami, Florida another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. Each prize winner and his/her guest must travel on the same itinerary and, if traveling by air, must have all necessary identification (e.g., a valid U.S. state issued driver’s license) needed for air travel. All expenses not outlined herein, including but not limited to meals and gratuities, are solely the responsibility of the winners and their guests. Sponsor reserves the right to assign seating, airline and hotel. Prize-related tickets are not for re-sale and cannot be sold after awarded.

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.

FIRST PRIZES: Fifteen (15) First Prizes will be awarded, each consisting of one (1) \$500 Publix® gift card (subject to terms and conditions as set by issuer). Any applicable conditions and/or restrictions to gift cards will be disclosed at the time of prize award.

Total ARV of all prizes is \$175,875.00.

5. **DRAWING:** Prize winners will be selected in a random drawing from among all eligible entries received. The drawing will be conducted on or about February 7, 2019 by Young America, LLC, an independent organization whose decisions are final. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent drawings or sweepstakes. Odds of winning depend upon the number of eligible entries received. Limit one (1) prize per person and/or household.

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. 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. 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 Sweepstakes, 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 Sweepstakes, 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. Grand Prize winners will receive an IRS Form 1099 for the prize retail value. 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. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the judges, which shall be final and binding.

7. **WINNER NOTIFICATION:** Potential winners will be notified by mail, text message and/or a phone call at the postal address or phone number provided by the participant at the time of entry. If a potential winner participated via text message, he/she will 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. Sponsor is not responsible for suspended or discontinued Internet, wireless, or landline service or a change in winner's address, which may result in a potential winner not receiving prize notification. Grand Prize winners will be required to sign and return an Affidavit of Eligibility/Liability Release (where lawful) with a publicity release within seven (7) days of attempted winner notification as indicated by the date on the Affidavit. Grand Prize winners' guests (or, if a minor, his/her parent or legal guardian who must be the winner) will be required to sign and return a Travel/Liability Release within the same time period. In the event any required documents are not completed and returned within seven (7) days, prize may be forfeited. If any winner notification is returned as undeliverable, without a forwarding address or if any documents are not returned within the required number of days, or if winner cannot be found or verified or if winner 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 delivered to addresses within an Eligible State. Allow up to eight (8) weeks for delivery of First Prizes.

8. **LIMITATIONS OF LIABILITY:** Publix Super Markets, Inc., NFL Entities, 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; (d) inaccessibility or unavailability of any network or wireless service; (e) suspended or discontinued wireless or land line phone service; or (f) any injury or damage to participants or to any other person's mobile 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, 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 the drawing 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 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 Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

9. RELEASE OF LIABILITY: All participants by entering this Sweepstakes, and winners by acceptance of a prize, agree to release Publix Super Markets, Inc., the NFL Entities, 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 and property which may be sustained in connection with the receipt, ownership, use or misuse of the prize or while preparing for, participating in, and/or traveling to and/or from any prize-related activity or any typographical or other error in these Official Rules or in the announcement or offering of any prize. Winner bears all risk of loss or damage to prize after it has been delivered. Except in Tennessee and 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, the winner's name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor or Promotion Parties.

Sponsor's use of your personal information is subject to the privacy policy located at <http://www.pepsico.com/legal/privacypolicy>. Any communication between participant and Sponsor or their agencies regarding this Sweepstakes (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 winner's list.

10. WINNER'S LIST: For a list of winners, send a self-addressed stamped envelope by March 7, 2019 to: Super Bowl 2019 Sweepstakes at Publix Winner's List, 10 South 5th Street-7th Floor, Dept. 863-7026, Minneapolis, MN 55402.

11. SPONSOR: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604.

12. 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 Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

13. THE MARS WRIGLEY ENTITIES: Mars Wrigley Confectionery US, LLC and its parents, subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives and employees (collectively, the "Mars Wrigley Entities") will have no liability or responsibility for any claim arising out of or in connection with any participation in this Sweepstakes or any prize awarded. The Mars Wrigley Entities have not offered or sponsored this Sweepstakes in any way.

PEPSI and the Pepsi Globe are registered trademarks of PepsiCo, Inc.