

# **PEPSI® ZERO SUGAR PAY ZERO INSTANT WIN GAME AT WALMART**

## **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING A PRIZE.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Pepsi Zero Sugar Pay Zero Instant Win Game at Walmart ("Promotion") is sponsored by Pepsi-Cola Company ("Sponsor"), 1111 Westchester Avenue, White Plains, NY 10605 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on March 15, 2019 at 12:00 PM Eastern Time ("ET") and ends on April 20, 2019 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old (19 in AL and NE) at the time of participation. Employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities"), and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state, and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Administrator. For purposes of the Promotion, an entrant's residential address and email address will be the physical address and email address submitted at the time of registration. Entrants will not be allowed to change their physical addresses or email addresses. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple email addresses or multiple identities, all of that entrant's game plays will be declared null and void and any prize an entrant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE:** During the Promotion Period, an eligible entrant must visit [PepsiPayZero.com](http://PepsiPayZero.com) ("Website"), enter his/her email address, and complete and submit the registration form which may include, but not limited to, first and last name (no initials), street address (no P.O. Boxes), city, state, ZIP Code, date of birth, phone number, and affirmation that he/she has read and agrees to be bound by these Official Rules. Upon submission of the registration form, an entrant may participate in the Promotion via the following methods:

- A. Qualifying Purchase Receipt Upload: During the Promotion Period, an entrant may make a purchase at a physical Walmart retail store that includes at least one (1) Pepsi Zero Sugar product (“Qualifying Purchase”). An entrant must then follow the on-screen prompts at the Website to upload a photograph of the original receipt showing the Qualifying Purchase, after which the entrant will receive one (1) game play (“Game Play”). **Note: receipts from online purchases will not be accepted. Eligible receipts must be itemized and show the Qualifying Purchase, purchase date, and store name.** The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed eight (8) MB. An entrant will only receive one (1) Game Play per Qualifying Purchase receipt and each Qualifying Purchase receipt can only be used once, regardless of how many Pepsi Zero Sugar products are on the Qualifying Purchase receipt. An entrant should retain a copy of his/her Qualifying Purchase receipt(s) for verification purposes.
- B. Non-Purchase Code Request: During the Promotion Period, an entrant may visit [Pepsipayzero.com/amoe](https://Pepsipayzero.com/amoe) and follow the instructions to register to receive a free code to participate in the Promotion. Following registration to receive a code, an entrant will receive an email at the email address provided. An entrant may then click the “Enter a code” link on the receipt upload page at the Website and enter and submit the code to receive one (1) Game Play. Limit one (1) code request per person per day during the Promotion Period.

Following a Game Play, an entrant will receive notification on the Website screen as to whether he/she is a potential prize winner (“Notification”). An entrant who receives a winning Notification will be deemed a potential prize winner subject to verification of the entrant’s eligibility and compliance with these Official Rules. **NOTE: an entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility, Qualifying Purchase receipt (for entrants using the Qualifying Purchase Receipt Upload method), and the potential winning Game Play have been verified and entrant has been notified that verification is complete.** Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**Game Play Limits:** Limit one (1) Game Play per entrant per day during the Promotion Period. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on March 15, 2019, when the day will start at 12:00 PM ET and end at 11:59:59 PM ET. Game Plays received in excess of the stated limits will be void and may result in disqualification of the entrant, subject to Sponsor’s sole discretion. In the event that a household enters the Promotion using more than five (5) unique email addresses, all of the Game Plays associated with that household may be disqualified (determined by Sponsor or Administrator in their sole discretion).

**Note:** If an entrant uses a mobile device to participate in the Promotion, data rates may apply. Not all mobile device providers carry the service necessary to participate. Entrants should consult their wireless providers’ pricing plans.

#### 4. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

- A. **Prizes (3,000):** Each prize is a \$70 Walmart eGift Card (“Prize”). For balance inquiry, call 1-888-537-5503 or go to Walmart.com/giftcards or samsclub.com. Use this card at any

Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Vudu, Inc., Wal-Mart.com or Samsclub.com. The balance on this card is a liability of Wal-Mart Stores Arkansas, LLC. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards will not be replaced. Walmart may refuse to accept this card and to take action, including balance forfeiture, for fraud, abuse or violations of terms. Terms and conditions subject to change without notice. See Walmart.com for complete terms. Treat this card like cash. The ARV of each Prize is \$70.

- B. Total ARV:** The total ARV of all available Prizes in the Promotion is \$210,000.
- C. Odds of Winning:** The odds of winning a Prize depend on when the entrant completes a Game Play. Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of a Prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Prize winner. The number of Prizes available to be won will decrease during the Promotion Period as Prizes are awarded and claimed.
- D. General:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of 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. There is a limit of one Prize per person/household. No Prize substitution or exchange will be allowed, except as indicated elsewhere in these Official Rules and except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize.
- 5. HOW TO CLAIM A PRIZE:** All potential Prize winners may be requested to provide additional documentation for verification purposes. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, or in the event that the potential winner fails to return any requested documentation (if applicable), the Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining non-winning Game Plays, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Prizes will be emailed to verified winners at the email addresses provided at registration within approximately forty-eight (48) hours after winner verification.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including, without limitation, emails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion email, including any winner notification email, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the Prize for any reason.

**6. LIMITATION OF LIABILITY:** By participating in this Promotion entrants agree that the Promotion Entities and their respective parent companies, 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 lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any website, 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/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration 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 Promotion 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 the Website or any Promotion-related website(s). The 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 Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays 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 Game Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release 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 Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability

to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any 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 any 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 Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website 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, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND 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, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 7. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK. 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 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 PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.**
- 8. PRIVACY:** Sponsor's privacy policy is available at <http://policy.pepsi.com/privacy.htm> .

- 9. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the email address submitted on the registration form associated with such Game Play. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, 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 a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION 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.** 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 the Prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator'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 Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.
- 11. WINNER LIST:** For a list of winners, an interested individual should mail a self-addressed stamped business envelope to: Winner List – Pepsi Zero Sugar Pay Zero Instant Win Game at Walmart, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than June 20, 2019.

Customer Service inquiries may be made at <https://prizelogic.zendesk.com/hc/en-us?id=11774>.

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