DIET PEPSI LOVE EVERY SIP INSTANT WIN GAME
OFFICIAL RULES

NO PURCHASE NECESSARY. GAME OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE (19 IN AL OR NE) OR OLDER. VOID WHERE PROHIBITED.

1. **PROMOTION END:** The Diet Pepsi Love Every Sip Instant Win Game (the "Promotion") is scheduled to begin at 12:00:00 p.m. ET (noon) on December 3, 2013 and end at 11:59:59 p.m. ET on December 31, 2013 (the "Promotion Period").

2. **HOW TO PLAY:** There are five (5) prize periods in which to engage in a Game Play (see Rule 3 below for prize periods). During the Promotion Period, visit dietpepsi.com (the "Web Site"), logon using your Facebook® account (or create a Facebook account and logon if you do not already have one). If you are not registered on the Web Site for the Promotion, you will be required to complete the registration page before playing the game. By successfully registering, you will receive one (1) game play (the "Game Play"). After the Game Play, a win or lose "Instant Win Game Play" message will appear indicating whether you are a potential Instant Win Game Prize Winner. The official judging organization will determine at random the order in which the prizes will be awarded for each day and throughout the Promotional Period. The odds of winning are set forth in Rule 3. Normal internet access and usage charges imposed by your Internet service provider will apply. A day for purposes of the Promotion will run from 12:00:00 a.m. ET to 11:59:59 p.m. ET on a calendar day, with the exception of December 3, 2013 when a day will run from 12:00:00 p.m. ET to 11:59:59 p.m. ET. The computer clock of Sponsor's webmaster is the official timekeeping device of the Promotion.

   By participating in the Promotion, you understand that you are providing your information to Sponsor and not Facebook. Further, you specifically agree to release Facebook from any and all liability associated with this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

3. **INSTANT WIN GAME PRIZE SCHEDULE:** During each Prize Period (defined in the table below) of the Promotion Period there will be one (1) Instant Win Game. All Game Plays must be completed by 11:59:59 p.m. ET by the end of the respective Prize Period, as shown below. Limit one (1) prize per person/household/e-mail address per Prize Period. Limit one (1) Game Play per person/e-mail address per day during the Promotion Period. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) will be disqualified.

PRIZE PERIOD 1	Prize Description	Individual Prize ARV	Quantity Available	ARV	Total ARV
Dec. 3 – Dec. 5, 2013	Free 2-Liter of Diet Pepsi	$1.99	165	$328.35	$4,998.26
	$75 Rent the Runway Gift Card Code* (Expires Sept. 1, 2014)	$75	10	$750.00	
	$25 Overstock.com Gift Card*	$25	40	$1,000.00	
	$50 Sephora Gift Card**	$50	45	$2,250.00	
	Pfaltzgraff Football Party Platter	$29.99	3	$89.97	

	Pfaltzgraff Football Party Bowl	$29.99	3	$89.97	
	Pfaltzgraff Football Plates	$29.99	3	$89.97	
	$20 Zappos.com Gift Card*	$20	20	$400.00	
PRIZE PERIOD 2	**Prize Description**	**Individual Prize ARV**	**Quantity Available**	**ARV**	**Total ARV**
Dec. 6 – Dec. 11, 2013	Free 2-Liter of Diet Pepsi	$1.99	125	$248.75	$4,998.75
	$50 DSW Shoe Store Gift Card*	$50	20	$1,000.00	
	$50 Nordstrom Gift Card*	$50	25	$1,250.00	
	$25 Bed Bath & Beyond Gift Card*	$25	50	$1,250.00	
	Sugarwish Petite Gift Box* (awarded as a digital card/code)	$30	25	$750.00	
	$100 Discount off Mollymaid Maid Services (awarded as a gift card)*	$100	5	$500.00	
PRIZE PERIOD 3	**Prize Description**	**Individual Prize ARV**	**Quantity Available**	**ARV**	**Total ARV**
Dec. 12 – Dec. 18, 2013	Free 2-Liter of Diet Pepsi	$1.99	225	$447.75	$4,997.75
	BaubleBar Jewelry Gift Code*	$35	40	$1,400.00	
	$25 Overstock.com Gift Card*	$25	50	$1,250.00	
	$50 Sephora Gift Card**	$50	20	$1,000.00	
	$20 Zappos.com Gift Card*	$20	20	$400.00	
	$100 Discount off Mollymaid Maid Services (awarded as a gift card)*	$100	5	$500.00	
PRIZE PERIOD 4	**Prize Description**	**Individual Prize ARV**	**Quantity Available**	**ARV**	**Total ARV**
Dec. 19 – Dec. 26, 2013	Free 2-Liter of Diet Pepsi	$1.99	110	$218.90	$4,993.90
	$50 DSW Shoe Store Gift Card*	$50	10	$500.00	
	$50 Nordstrom Gift Card*	$50	30	$1,500.00	
	$25 Bed Bath & Beyond Gift Card*	$25.00	35	$875.00	
	$30 Sugarwish Petite Gift Box* (awarded as a digital card/code)	$30	30	$900.00	
	$100 Discount off Mollymaid Maid Services (awarded as a gift card)*	$100	10	$1,000.00	
PRIZE PERIOD 5	**Prize Description**	**Individual Prize ARV**	**Quantity Available**	**ARV**	**Total ARV**
	Free 2-Liter of Diet Pepsi	$1.99	100	$199.00	$4,999.00

Dec. 27 – Dec. 31, 2013	BaubleBar Jewelry Gift Code*	$35	30	$1,050.00	
	$25 Overstock.com Gift Card*	$25	40	$1,000.00	
	$50 Sephora Gift Card**	$50	25	$1,250.00	
	$20 Zappos.com Gift Card*	$20	50	$1,000.00	
	$100 Discount off Mollymaid Maid Services (awarded as a gift card)*	$100	5	$500.00	

*Gift cards are subject to the terms and conditions set forth on the respective gift card and as set forth by the respective gift card issuer. A gift card may not be redeemed or exchanged for cash, except where required by law. A gift card will not be replaced or replenished if it is lost, stolen, damaged, destroyed, or used without the Prize Winner's permission and will be voided if altered or defaced. More information about how to use a Sugarwish gift code can be found at: http://sugarwish.com/index.php/faq. More information about how to use a Nordstrom gift card can be found at: http://shop.nordstrom.com/c/gift-card-info. More information about how to use a Bed Bath & Beyond gift card can be found at: http://www.bedbathandbeyond.com/store/static/GiftCardPolicy. More information about how to use a Zappos.com gift card can be found at: http://www.zappos.com/c/gift-terms-conditions. More information about how to use a DSW gift card can be found at: http://www.dsw.com/dsw_shoes/giftcards/giftCards.jsp. More information about how to use an Overstock Gift Card can be found at http://www.overstock.com/gift-cards. More information about how to use a BaubleBar gift card can be found at: http://www.baublebar.com/gift-cards. This Promotion is in no way sponsored, endorsed or administered by, or associated with Sugarwish, Nordstrom, Inc., Bed Bath & Beyond, Inc., Zappos IP Inc., DSW Inc., Overstock.com Inc., Baublebar, Inc., Rent the Runway, or Mollymaid Maid Services.

**Use of the Sephora Gift Card constitutes acceptance of the following terms: Card is redeemable for merchandise sold at Sephora stores, on Sephora.com, through the Sephora catalog or at Sephora inside JCPenney stores for transactions in the United States. Card is not redeemable for cash except as required by law. This card does not expire and is valid until redeemed. Issuer is not responsible for lost, stolen, or damaged Cards or any unauthorized Card use. The value of this Card will not be replaced if the Card is lost, stolen, altered or destroyed. If your purchase exceeds the unused balance of the Card, you must pay the excess at the time of purchase. For Sephora store locations, to order, or for card balance, please visit Sephora.com or call 1.877.SEPHORA. Important Information: For redemption within a Sephora store or Sephora inside JCPenney, the Gift Card must be given at the point of sale. For redemption on Sephora.com, the Gift Card number and PIN should be entered in the Gift Card field on the Payment Information page of the checkout process. Any unused balance will remain on the Gift Card. You can use the same Gift Card number for any unused balance. Gift Card may only be used to purchase merchandise and cannot be used to purchase other Gift Cards or online eGift Cards. Gift Cards may not be returned or exchanged. When returning products purchased with Gift Cards you will need to follow the standard in-store Sephora or Sephora.com Return Policy. For more information, visit: http://www.sephora.com/customerService/customerServiceTemplate.jsp?mediaId=10800068#GiftFAQs. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Sephora.

4. **ODDS OF WINNING A PRIZE:** In order for an Instant Win Game Play to result in the entrant being a potential Prize Winner, it must have occurred either at the exact randomly predetermined winning time as determined by Sponsor or its designee or, if no Instant Win Game Play has occurred at the exact randomly predetermined winning time, then it must be the Instant Win Game Play that occurred at the closest time immediately following the randomly predetermined winning time during the Prize Period or, if necessary, the next Prize Period. The number of Prizes available to be won will decrease during each Prize Period as Prizes are played for and/or

claimed. In the event there are an insufficient amount of Game Plays during the Prize Period to award all of the Prizes those prizes, in Sponsor's sole and absolute discretion, may or may not be available to be won in the next Prize Period or another promotion. A purchase or payment will not increase, and will not impact in any way, an entrant's odds of winning a prize.

5. **GENERAL PRIZE RESTRICTIONS AND LIMITATIONS:** Prizes are nontransferable and no prize substitution, exchange, or cash equivalent will be allowed, except by the Sponsor who reserves the right to substitute a prize of equal or greater value. All other costs and expenses not expressly set forth herein shall be solely the Prize Winner's responsibility. Each Prize Winner is solely responsible for any and all federal, state, and local taxes imposed on prizes. The total number of Prizes will not exceed the number of Prizes as set forth in the table in Rule 3, above. All Prizes will be awarded provided there are a sufficient number of eligible Winners. Prizes that are unclaimed, unredeemed or returned as undeliverable will not be awarded.

6. **ELIGIBILITY:** You must be a legal resident of the United States residing in one (1) of the fifty (50) United States or District of Columbia and 18 years of age (19 in AL or NE) or older at the time of entry to be eligible to win. Employees of PepsiCo, Inc., Pepsi-Cola Company, Inc. and its bottlers, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, and advertising, promotional or judging agencies ("Sponsor and Promotion Parties") and the immediate family members of such employees and/or persons living within the same household as such employees are not eligible to win.

7. **GENERAL CONDITIONS:** Promotion is governed by the laws of the United States. These Official Rules and their performance will be binding on participant and their heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of the Official Rules will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules. As a condition of participating in this Promotion, participants 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 Promotion, 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 participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participants further waive all rights to have damages multiplied or increased. Any claim must be filed within one (1) year from the time the cause of action arose, or the cause of action shall be forever barred. Prize will be awarded and/or delivered only to an address within the United States and such address must be submitted by the Winner when registering for the Promotion. Unclaimed prizes will not be awarded. 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 as determined by Sponsor in its sole discretion. Void wherever prohibited or restricted by law. Prize winner will be solely responsible for paying all applicable federal, state and local taxes on prizes. If you do not receive a winning Instant Win Game Play message, then you did not have a winning Game Play and are not eligible for a prize. Proof of screen shot with winning message does not constitute proof of winning. Sponsor will not accept screen shots or other alleged evidence of winning in lieu of its Game Play verification process. You are not a winner until your potential winning Game Play has been verified by Administrator in accordance with these Official Rules, and you have fully complied with these Official Rules.

8. **CONDUCT:** By participating in this Promotion, participants agree to be bound by these Official Rules and the decisions of Sponsor that shall be final and binding in all respects. These Official Rules are accessible from the Web Site throughout the Promotion Period. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the Game Play process or the operation of the Promotion or the 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 DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION

OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (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 Promotion; (d) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof, or; (e) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or download any materials in the Promotion. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, 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 Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part.

10. **VERIFICATION:** All potential winning Game Plays are subject to verification at the sole discretion of Sponsor. Anti-fraud detection and other devices may be used to verify winners. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever Sponsor may at its sole discretion cancel, suspend or modify the Promotion in whole or in part. For example, if due to mechanical or other error more prizes for a particular Prize Period are either made available and/or claimed than the number of prizes set forth in these Official Rules, then Sponsor may suspend prize awards for such prize and award any remaining unclaimed prizes (up to the total set forth in these Official Rules) in a random drawing from among all eligible prize claimants for that prize category as determined by Sponsor. Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered that a person has registered or attempted to register more than once using multiple e-mail addresses or residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive.

11. **WINNER NOTIFICATION:** Potential prize winners will be notified by e-mail at the e-mail address provided upon entry. Any e-mail, postal mail or prize which is returned as non-deliverable will result in disqualification. Sponsor is not responsible for e-mail, mail or prize returned as undeliverable. Allow 6 to 8 weeks for shipment of prize by mail following notification process. Prizes will only be delivered to addresses within the United States. All federal, state and local taxes imposed on the acceptance of a prize are solely the responsibility of the winner.

12. **RELEASE OF LIABILITY:** All winners, by acceptance of a prize, agree to release Sponsor and Promotion Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for and/or participating in and/or traveling to and/or from any prize-related activity, or any typographical or other error in the Official Rules or the offering and announcement of prizes. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. The winner shall bear all risk of loss or damage to prize after it has been delivered. Upon request, winner must consent (and confirm such consent in writing) to the use of his/her name, voice, picture or other likeness without compensation for promotional purposes in all media as determined by Sponsor, except for residents of TN and where prohibited by law.

13. **WINNERS LIST:** To request a list of the Prize Winners, send a self-addressed, stamped, business-sized envelope postmarked by February 14, 2014, to The Diet Pepsi Love Every Sip Instant Win Game Winners List, P.O. Box 251328, West Bloomfield, MI 48325.

14. **SPONSOR:** Pepsi-Cola Company, Inc., 700 Anderson Hill Road, Purchase, NY 10577.

For questions or support related issues, please contact our helpdesk by clicking here or calling 1 (866) 870-5543.