

PEPSI PASS LOLLAPALOOZA SWEEPSTAKES ("Sweepstakes")

OFFICIAL SWEEPSTAKES RULES

BEFORE YOU ENTER, READ THE OFFICIAL SWEEPSTAKES RULES BELOW. YOU MUST AGREE TO THESE OFFICIAL RULES BY CLICKING THE CHECKBOX WHERE INDICATED WHEN ENTERING THE SWEEPSTAKES.

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO PEPSI-COLA COMPANY'S PRIVACY POLICY, AVAILABLE AT THE WEBSITE (defined below), AND THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS SWEEPSTAKES WILL BE USED BY PEPSI PROMOTIONS, INC. ("SPONSOR"), AND THAT YOU MAY BE CONTACTED BY THE SPONSOR IN CONNECTION WITH THE SWEEPSTAKES.

1. NO PURCHASE NECESSARY & SWEEPSTAKES PERIOD. Sweepstakes begins on June 15, 2015 at 12:00:01 a.m. EST and ends on July 12, 2015 at 11:49:59 p.m. EST (the "Sweepstakes Period"). **NO PURCHASE NECESSARY.** To enter the Sweepstakes without registering for the Pepsi Pass Points Rewards Program, go to amoe.pepsipass.com. Limit three (3) entries per person per day. All entries must be postmarked no later than ENTER DATE and received no later than ENTER DATE. **VOID WHERE PROHIBITED. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE (19 in AL or NE) OR OLDER AT THE TIME OF ENTRY. SEE BELOW FOR ADDITIONAL ELIGIBILITY RESTRICTIONS.

2. ELIGIBILITY: The Sweepstakes is open only to legal residents of the United States residing in one (1) of the fifty (50) contiguous United States or the District of Columbia who are eighteen (18) years of age (19 in AL or NE) or older at the time of entry. Officers, directors, consultants and employees of PepsiCo, Inc., Pepsi-Cola Company, Pepsi Promotions, Inc. (the "Sponsor"), (and its officers, directors, employees, agents and assigns), Live Nation Entertainment, Inc. ("Live Nation"), C3 Presents, Lollapalooza, LLC, prize suppliers, each of their respective parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion (collectively, the "Promotion Parties") and the immediate family members (parent, child, sibling, and spouse and "step" of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate or win. No groups, clubs, newsletters or organizations can participate in this Promotion on behalf of the group, club or organization.

3. HOW TO PARTICIPATE: See **Rule No 1** above for entering the Sweepstakes without registering on pepsipass.com (the "Website"). Participants agree to abide by these Official Rules as well as any Rules posted on the Website, regardless of the method of entry. If you have previously registered on the Website for the Pepsi Pass Points Rewards Program (the

“Pepsi Pass Points Program”), you can login with your username and password you first entered at registration. If you have not previously registered for the Pepsi Pass Points but wish to do so, follow the on-screen instructions and register for the Pepsi Pass Points Program and password along with a complete, valid name, street address (including city, state and zip code), e-mail address, date of birth, phone number, and gender (phone number and gender are at the option of the registrant) and set up your free account (“Account”) at no charge. Limit one (1) Account per person. You will be asked to provide your first and last name, physical mailing address (no post office boxes), telephone number, and email address. The Website database clock will be the official timekeeper for this Sweepstakes. All participants who register during the Sweepstakes Period, as well as those who are previously registered but visit the Website during the Sweepstakes Period, will have the opportunity to enter this Sweepstakes for a chance to win.

4. TO ENTER: To enter the Sweepstakes go to the Website pepsipass.com beginning **12:00:01 a.m. EST on June 15, 2105 and ends 11:49:59 p.m. EST on July 12, 2015** (the “Sweepstakes Period”). Click on the Rewards Tab and then select Sweepstakes to find the Pepsi Pass Points Concert Cash Sweepstakes and redeem 1000 PEPSI Pass Points for one (1) entry. You will receive one (1) entry into the Daily Sweepstakes on the day the transaction was made. Limit three (3) entries per person per Daily Sweepstakes Entry Period.

5. DRAWING: There will be a total of twenty five (25) winners. Winners will be selected on the following dates: June 17, 2015 (2 winners), June 25, 2015 (2 winners), June 29, 2015 (4 winners), June 30, 2015 (4 winners), July 1, 2015 (4 winners), July 2, 2015 (4 winners), July 3, 2015 (2 winners), July 10, 2015 (2 winners), and July 13, 2015 (1 winner). Non-winning entries carry over into future drawings. Prize winners will be selected in a random drawing from among all eligible entries received. Odds of winning depend upon the number of eligible entries received. There is a limit of one (1) prize per person for the entire Sweepstakes period.

6. PRIZE: Twenty-five (25) Grand Prizes will be awarded consisting of a trip for two (2) persons (winner and one (1) travel guest) to Lollapalooza® Music Festival in Chicago, IL from July 31, 2015 through August 2, 2015. Travel will commence on Friday, July 31, 2015, returning to winner’s home on Monday, August 3, 2015. Winner and guest must travel on same itinerary. If winner resides within 100 miles of Chicago, IL, ground transportation may be substituted in lieu of air transportation at Sponsor’s sole discretion. Grand Prize includes two (2) general admission tickets for each day of the Festival, round-trip coach air transportation for two (2) from a major airport near winner's home (airport, carrier and itinerary selected by Sponsor), one (1) double occupancy standard hotel room for three (3) nights, ground transportation between airport/hotel and \$300 spending money and two (2) Pepsi gift bags. Estimated retail value of up to \$4,200, depending upon winner's point of travel origin. All other expenses not specifically mentioned herein are solely the responsibility of prize winner. All travel must be taken on dates specified; no alternative travel dates are available. All travel subject to availability and restrictions. Winner and travel guest must travel on same itinerary. If travel guest is a minor,(under age of 18), minor must be accompanied on trip by minor's parent or legal guardian who must be the winner. Travel guest will also be required to sign and return a

travel release before any travel occurs. Winner and guest must abide by all venue policies. Live Nation and employees of Lollapalooza reserve the right to revoke tickets from any winner or winner's guest who they or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Live Nation into disrepute.

7. GENERAL CONDITIONS: Prize Winner will be notified by phone, e-mail and/or mail at the phone number, e-mail address and/or address provided on the entry form at amoe.pepsipass.com or their Pepsi Pass Points Program registration and may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within seven (7) days of its receipt or Prize will be forfeited. If the Prize Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release is returned as undeliverable to any Prize Winner without a forwarding address, then the Prize will be forfeited. Entrant agrees that the SPONSOR has the sole right to decide all matters and disputes arising in this Sweepstakes and that all decisions of SPONSOR are final and binding. By acceptance of the Prize, entrant agrees to release, indemnify and hold harmless SPONSOR and Promotion Parties, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, advertisers and SPONSOR from any and all liability, loss, damage, cost or claim relate to any allegation regarding the acceptance or use of their prize, All entrants must have a valid registration on the Website and e-mail address. Any unclaimed prize will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, SPONSOR reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Sweepstakes is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, SPONSOR reserve the right, at their sole discretion to cancel, modify or terminate the Sweepstakes. Further, SPONSOR reserve the right, at their sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process, the voting process or the operation of the Sweepstakes or any SPONSOR website; (b) violating the Official Sweepstakes Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass

8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by SPONSOR or Promotion Parties resulting from any user's participation in or attempt to participate in the Sweepstakes or ability or inability to upload or download any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by SPONSOR or Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human

or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Sweepstakes. SPONSOR and Promotion Parties are not responsible for any typographical errors in the announcement of prizes or these Official Sweepstakes Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. SPONSOR and the Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website. By participating in the Sweepstakes, the Prize Winner releases SPONSOR, Promotion Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Sweepstakes. By accepting a prize in the Sweepstakes, Prize Winner agrees that the SPONSOR and Promotion Parties shall not be liable for any loss or injury resulting from participation in the Sweepstakes, acceptance or use of any prize, or any travel related thereto. SPONSOR and Promotion Parties are not liable in the event that any portion of the Sweepstakes, event or the event broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

9. WINNER'S LIST: To receive the name of the winner(s), please send your request to: PepsiPass@young-america.com, Subject: Pepsi Pass Lollapalooza Sweepstakes Winner's List or go to <http://www.pepsi.com/en-us/d/pepsipasscontact>

10. SPONSOR: Pepsi Promotions, Inc., 700 Anderson Hill Road, Purchase, NY 10577.

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Live Nation Entertainment, Inc., C3 Presents and Lollapalooza, LLC are not sponsors of the Sweepstakes and are in no way responsible for the administration of the Sweepstakes or the verification of winners. All inquiries regarding the Sweepstakes should be directed to Sponsor not to Live Nation, C3 Presents or Lollapalooza.