

PEPSI PASS SLS LAS VEGAS GETAWAY 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 on and ends on September 5, 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 one (1) entry 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 TWENTY ONE (21) YEARS OF AGE 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 twenty one (21) years of age 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), 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 Rewards Program 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, 2015 and ending 11:49:59 p.m. EST on September 5, 2015** (the "Sweepstakes Period"). Click on the Rewards Tab and then select Sweepstakes to find the Pepsi Pass SLS Las Vegas Getaway Sweepstakes and redeem one thousand (1000) PEPSI Pass Points for one (1) entry. You will receive one (1) entry into the Sweepstakes on the day the transaction was made. Limit one (1) entry per person per day.

5. DRAWING: There will be one (1) winner. Winners will be selected on or about September 8, 2015. Prize winner will be selected in a random drawing from among all eligible entries received. Odds of winning depend upon the number of eligible entries received.

6. PRIZE: One (1) Grand Prize will be awarded consisting of a trip for two (2) person to SLS Las Vegas for a Two-Night Stay. Grand prize consists of round trip coach airfare for winner and one (1) travel guest, two (2) night stay for two (2) persons (Winner and one (1) guest) in a double occupancy room at SLS Las Vegas, \$100 Food & Beverage credit and one (1) daybed on the beach. ARV: \$3,500. Hotel stay must be completed by 12/30/15. Blackout dates include holidays and special events apply. Both winner & guest must be at least 21 years of age. Accommodations are for two guests in a LUX King Suite at SLS Las Vegas only for two consecutive nights stay. Food and beverage credit must be charged to the room to redeem and is only valid at SLS Las Vegas. In the unlikely event that one or more of the package components is not available for any reason, SLS Las Vegas reserves the right to substitute an experience of equal or greater value at its sole discretion. Once hotel is booked, there are no cancellations allowed. A valid credit card must be presented upon check-in, which will be authorized to charge \$300 per night for incidentals. A late check-out will be subject to a charge based on the current day's prevailing room rate, room type, and actual time of departure. No substitutions for any of the package components. All other expenses not specifically mentioned above, including, but not limited to travel to and from the hotel, gratuities, meals, are the sole responsibility of the prize winner.

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 their amoe.pepsipass.com form 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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, Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 SLS Las Vegas Getaway" 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.