

2018 WORKPLACE MUSIC SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PROOF-OF-PURCHASE NECESSARY AND NO ENTRY FEE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE IN THE SWEEPSTAKES. INTERNET ACCESS REQUIRED. SWEEPSTAKES OPEN ONLY TO LEGAL U.S. RESIDENTS OF ONE OF THE 50 UNITED STATES or D.C. THROUGHOUT THE SWEEPSTAKES PERIOD AND WHO ARE 18 YEARS OF AGE (19 IN AL or NE) OR OLDER AT THE TIME OF ENTRY. MULTIPLE ENTRY DEADLINES APPLY. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL U.S. RESIDENT. VOID WHERE PROHIBITED.

1. HOW TO ENTER: No purchase, and no entry fee, payment or proof-of-purchase necessary to participate in the Sweepstakes. Sweepstakes starts March 15, 2018, at 12:00:00 a.m. ET and ends May 15, 2018 at 11:59:59 p.m. ET (the "Sweepstakes Period"). **NO PURCHASE NECESSARY.**

THERE ARE TWO WAYS TO ENTER:

(A.) To enter the Sweepstakes via text message, use your mobile phone to text the Code PEPSITUNES to 50563 during the Sweepstakes Period to enter for a chance to win an Instant Win Prize and/or a Grand Prize described below. You must have a mobile phone with text messaging capabilities to enter by text message. Text entries via VoIP (Voice over Internet Protocol) will not be accepted. Participants accessing this Sweepstakes via text message may incur a standard text message and data charge from their wireless service provider for each message sent and received. **Standard text message and data rates may apply.** 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.

(B.) To enter the Sweepstakes without sending a text message, log on to www.PepsiTunes.com (the "Web Site") and follow the instructions provided to submit an entry. You must provide your name, e-mail address and date of birth on the Web Site before entering the Sweepstakes. **Limit one (1) entry per person/e-mail address/household/mobile phone number per day regardless of the method of entry. A day shall be defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET.**

Proof of submitting an entry does not constitute proof of delivery. All entries become the property of Sponsor and will not be returned to entrant. Every entry must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or game service) will be disqualified and transmissions from these or related e-mail or IP addresses may be blocked.

The name of the person submitting the e-mail address upon Sweepstakes entry must be (a) the name of the person who registered on the Web Site for such e-mail address, and (b) the name of the authorized account holder of such e-mail address, otherwise, entry may be deemed void. In the event of dispute over the identity of a potential winner, online entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the e-mail address submitted upon entry. It is solely the responsibility of the entrant to notify the Pepsi-Cola Company in writing if the entrant changes his or her e-mail address during the Sweepstakes Period.

2. ELIGIBILITY: Open only to legal residents of one of the 50 United States or D.C. and who are 18 years of age (19 in AL or NE) or older as of the time of entry. Employees of all participating

locations, PepsiCo, Inc., Pepsi-Cola Company ("Sponsor") and its bottlers, Live Nation Worldwide, Inc. ("Live Nation"), and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, franchisees and advertising, Sweepstakes or judging agencies (collectively, "Sponsor and Sweepstakes Parties"), and all of their immediate family members of such employees and/or persons living within the same household as such employees are not eligible to win.

3. INSTANT WIN PRIZES: A total of Eight Hundred and Eighty Five (885) Instant Win Prizes will be awarded during the Sweepstakes Period. One Hundred and Thirty Five (135) Wireless Pepsi-Branded Speakers will be awarded, at an Estimated Retail Value of \$19.99 per speaker. Seven Hundred and Fifty (750) \$10 Live Nation® Concert Cash® Codes (Code)* will be awarded, at an Actual Retail Value of \$10 per Code. Total Estimated Retail Value of all Instant Win Prizes: \$10,198.65. *Live Nation Concert Cash is subject to the following restrictions: The Code is a one-time use code, good towards dollars-off Concert Tickets to participating Live Nation owned and operated venues within the U.S., or good towards dollars-off Artist Merchandise. One Code may be used per transaction. Each Code is redeemable at: www.livenation.com/concertcash. The Code is a one-time use only voucher code good toward \$10-off final ticket purchase for a Live Nation concert at a participating Live Nation owned or operated venue in the United States, based on availability under this program; or \$10-off select merchandise sold at the Music today online merchandise store. The Code cannot be used toward fan clubs, ticket packages or shipping charges. Exclusions may apply to TM+ tickets and other tickets not sold directly by Live Nation. All ticket purchases are subject to the Purchase Policy found at <http://www.livenation.com/h/purchase.html>. All merchandise purchases are subject to the Terms of Use found at <http://www.shop.musictoday.com/Terms.aspx>. Codes must be redeemed by 3:00 PM PT on 12/30/2018, while supplies last. A Code can be used only once. One Code per transaction. Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Codes contain or are the result of a printing, seeding, typographical, mechanical or other error(s), or do not contain proper security devices (an "irregular Code"). Any attempt to obtain or generate multiple Codes and/or irregular Codes and/or to use multiple names, e-mail addresses, phone numbers and/or any fraudulent or other non-permissible mechanisms to obtain Codes, as determined by Live Nation in its sole discretion, shall give Live Nation the right to disqualify user. The Code has no cash value and cannot be exchanged for cash or credit, except as required by law. The Code cannot be sold or bought. Void if sold or exchanged for compensation. Any unused value will be forfeited. The Code cannot be combined with other product offers or Sweepstakes. Items purchased with a Code are for personal use or gifts only, and are not valid for resale. Codes cannot be used for past purchases or offers. Use of a Code for unauthorized advertising, marketing or other Sweepstakes purposes is strictly prohibited. The Code cannot be replaced if lost or stolen and Live Nation is not responsible for any damage or loss resulting from unauthorized use. The Code is void where prohibited by law. Full Code Terms of Use apply. If a Code is used in violation of the Code Terms of Use, Live Nation reserves the right to (a) cancel any ticket or merchandise order, or (b) charge user's credit card for value of tickets or merchandise after shipment. Once tickets are issued, they cannot be exchanged for other tickets or merchandise. Merchandise may not be exchanged for tickets, but may be exchanged for other merchandise of equal or lesser value.

4. INSTANT-WIN PRIZE PLAYS: Randomly-selected times, during the Promotion Period, will be chosen by the independent judging organization (the "Judges"), and the first participant who completes a Play, by registering for the promotion and clicking the Play button ("Play"), in accordance with these Official Rules (whose Play is properly received and recorded by administrator's computer(s) on or immediately after a randomly selected time) will win an Instant-Win Prize (subject to verification). If your computer screen displays a prize-winning message, you are a potential winner of the indicated Instant-Win Prize (subject to verification). If your computer screen displays a non-winning prize message, you are not a winner of an Instant-Win Prize. Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received. All participants must have a valid email address. In the event of an identity dispute, a Play will be considered made by the registered owner of the email address used for the Play. All entries must be properly received and recorded by Sponsor's computer within the Sweepstakes Period in order to be eligible to win a prize.

5. **TO REDEEM INSTANT WIN PRIZES:** Potential Instant Win Prize winners will be notified immediately on their screen and will be required to enter their name, address, e-mail address and phone number on the Web Site to confirm their eligibility and claim their prize.

6. **GRAND PRIZE:** **Two (2) Grand Prizes** will be awarded. Each of the Grand Prize Sweepstakes winner will win two (2) tickets to winner's choice of a participating Live Nation produced and promoted concert at a Live Nation owned and operated venue in the United States for winner and one (1) guest, hotel accommodations for two (2) people (one standard room/double occupancy, room and tax only) for two (2) nights (hotel to be determined by Sponsor in its sole discretion), roundtrip coach airfare for two (2) from a major gateway airport nearest winner's residence to a major gateway airport nearest the Live Nation concert, and one (1) \$200 pre-paid cash card. Tickets to a particular concert are not guaranteed. Selection of airline, hotel and concert seat locations are solely within Live Nation's discretion. All other expenses not specifically mentioned herein are solely the winner's responsibility. Live Nation reserves the right to provide ground transportation in lieu of air transportation if the winner resides within two hundred (200) miles from concert venue. Winner and guest(s) must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Live Nation into disrepute. Winner will be required to provide a credit card to hotel to cover incidentals which are not included in prize package. Concert must be selected at least thirty (30) days in advance of the travel date and is subject to availability and age restrictions. Travel must take place on the day prior to the confirmed concert and return the day following the concert. All travel must be taken no later than 12/30/18; no alternative travel dates are available. If winner is unable or unwilling to travel on the dates specified, the prize will be forfeited and may be awarded to an alternate winner. All travel subject to availability and restrictions. Winner and travel guests must travel on same itinerary. If winner is a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at **all** times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Winner and travel guest must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. or government issued passport or a valid state issued driver's license, as applicable) required for travel. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Live Nation 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. Live Nation 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. An unclaimed and/or unused prize element will remain the property of Live Nation. Resale of tickets is prohibited. **Approximate retail value of each Grand Prize ("ARV"): \$2,500.** The total ARV of the two (2) Grand Prizes is: \$5,000. The actual retail value of the Grand Prize may vary, depending on winner's place of residence. If the actual value is less than the ARV of \$2,500, the difference will not be awarded to the winner.

7. **GRAND PRIZE DRAWING:** The Grand Prize winners will be selected in a random drawing from among all eligible entries received. Drawing will be held on or about May 17, 2018, and will be conducted by an independent judging organization. All decisions of the judges shall be final. Odds of winning depend upon the number of eligible entries received. **Limit one (1) prize per person.**

8. **CONDUCT:** By entering this Sweepstakes, Entrants agree to be bound by these Official Rules, which are a contract and include limitations of rights and remedies, and the decisions of Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the Entry process or the operation of the Sweepstakes; 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 UNDERMINE THE LEGITIMATE OPERATION OF THE**

SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. WINNER NOTIFICATION: Potential Grand Prize winners will be notified by phone or email and will be required to respond to the phone call or email within forty eight (48) hours indicating whether he/she accepts the prize. If no response is received within the time allotted, an alternate winner will be selected. Sponsor is not responsible for suspended or discontinued wireless, online or e-mail service which may result in a potential winner not receiving initial prize notification. Sponsor is not responsible for any change in Entrant's mailing address, e-mail address, and/or telephone number. The Grand Prize winner must complete, sign, and return an Affidavit of Eligibility, Mutually-Acceptable Liability Release, and Publicity Release, and the appropriate tax documents (the "Documents") within seven (7) calendar days of delivery of the Documents, or the prize will be forfeited in its entirety. Travel guest must complete, sign and return an Affidavit of Eligibility and Mutually-Acceptable Liability Release before any ticketing or travel occurs. If attempted notification is returned as undeliverable, if any required documents are not returned within the required number of days, if winner cannot be verified or found, winner is unable to travel during required travel dates, or if winner is otherwise unable to accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner.

10. GENERAL: Prizes will be awarded and/or delivered only to addresses within the United States. Physical prizes will be delivered within four (4) to six (6) weeks from time of winner notification. Digital prizes will be emailed, to the email address provided when the prize was claimed, within 2-3 business days from time of winner notification. Except as determined by Sponsor in its sole discretion, 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 (unless at the sole discretion of Sponsor). Any difference between the approximate prize value and the actual prize value will not be awarded. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited.

11. PUBLICITY: Where permitted by law, by participating in the Sweepstakes, Entrant grants Sponsor and Sweepstakes Parties, and their respective parents, subsidiaries, affiliates, and advertising and Sweepstakes agencies, and those acting pursuant to their authority, the right to print, publish, broadcast, and use any materials submitted by Entrant in connection with the Sweepstakes as well as the Entrant's name, portrait, picture, likeness, voice, statements attributable to him/her, city and state of residence, and other biographical information for advertising and Sweepstakes purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification, or compensation.

12. LIMITATIONS OF LIABILITY: PRIZES ARE AWARDED "AS IS, WHERE IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE. SPONSOR AND SWEEPSTAKES 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) ANY INJURY OR DAMAGE TO PARTICIPANTS OR TO ANY OTHER PERSON'S PHONE 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, 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. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. 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 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.

13. RELEASE AND INDEMNIFICATION: ALL ENTRANTS, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, AGREE TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND SWEEPSTAKES PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED, OR WHILE PREPARING FOR, PARTICIPATING IN OR TRAVELING TO OR FROM ANY PRIZE-RELATED ACTIVITY OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE ANNOUNCEMENT OF OFFERING OF ANY PRIZE. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER IT HAS BEEN DELIVERED.

14. WINNERS' LIST REQUEST: For a list of major prize winners, send a self-addressed, stamped envelope to be received by June 15, 2018 to: 2018 WORKPLACE MUSIC SWEEPSTAKES, 10 South 5th Street, 7th Floor, Dept. 888-7037A, Minneapolis, MN 55402.

15. SPONSOR: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, NY 10577.

Live Nation is not a sponsor of the Sweepstakes, and is in no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Sponsor and not to Live Nation. Live Nation and Concert Cash are registered trademarks of Live Nation Worldwide Inc.