

**POP THE BUBBLES GAME**  
**Amended - OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THE POP THE BUBBLES GAME ("GAME") IS ONLY OPEN TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA THROUGHOUT THE GAME PERIOD WHO ARE 13 YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION. GAME SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PARTICIPATE IN THIS GAME UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.**

**1. GAME PERIOD**

The Game begins at participating PepsiCo Interactive Vending Machines in the United States on September 23, 2013 and ends on November 30, 2014 ("Game Period").

**2. ELIGIBILITY**

The Game is open to legal residents of the 50 United States and the District of Columbia age 13 or older as of the commencement of the Game Period. Employees of the Pepsi-Cola Company ("Sponsor"), and its parent, subsidiaries, affiliates, advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible to enter or win.

**3. HOW TO PLAY INSTANT WIN GAME**

**THERE ARE TWO (2) WAYS TO PLAY:**

**(A)** During the Game Period, locate a participating Pepsi branded Interactive Vending machine to play. After you have successfully purchased a Pepsi-Cola 20 oz. beverage, you will be prompted to pop the bubbles displayed on the screen ("Play"). If you receive the message, "You're a winner", after popping a bubble then you are deemed a winner and will receive a prize code ("Prize Code"). This Prize Code can be redeemed for a Prize, as indicated below.

**(B) No Purchase Necessary.** To receive one (1) free Play without making a purchase, mail your name, address, email address, DOB, and phone number postmarked no later than November 30, 2014, to be received by December 5, 2014 to: POP The Bubbles Game Play Request, PO Box 760007, Dept. 888-739, El Paso, TX 88576-0007. Limit one (1) free Play per person and household through the Game Period. **Only winning Play(s) containing a winning message and a Prize Code will be emailed to participant's email address.** Non-winning Plays will not be acknowledged. Sponsor assumes no liability for lost, late, stolen, illegible, misdirected, mutilated, incomplete or postage-due mail.

**4. INSTANT WIN PRIZES:**

One thousand two hundred (1,200) Instant Win Prizes: One (1) 20oz Pepsi-Cola beverage product (awarded in the form of a Prize Code redeemable at participating Interactive Vending machines). Approximate Retail Value ("ARV"): up to \$2.00. Odds of winning a prize depend on the number of eligible Plays received and the order in which they are received. Total ARV of all prizes is \$2,400.00.

#### **5. HOW TO REDEEM INSTANT WIN PRIZES**

Instant Win Prizes can be redeemed at the vending machine by entering a Prize Code that a winner has received. Eligible Winners of all prizes must redeem their Prize Codes for the applicable Prize at participating Interactive Vending Machines before December 30, 2014.

#### **6. VERIFICATION**

ALL POTENTIAL WINNING PLAYS AND GAME PIECE DISTRIBUTIONS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL PARTICIPANT 'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

#### **7. RELEASES**

Game participants accept all risk and consequences of playing the Game and agree to release the Sponsor, and its parent, subsidiaries, affiliates, advertising and promotion agencies, from any and all consequences, liability, losses, damages of any kind including those related to personal injury or damage to property, and all costs and expenses of any kind arising out of the Game, including without limitation, participation in the Game and acceptance or use of the prize.

#### **8. GENERAL TERMS**

Sponsor reserves the right, without prior notice and at any time, to terminate the Game, in whole or in part, or modify, suspend or extend the Game in any way, if it determines, in its sole discretion, that the Game is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy,

satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control, Sponsor shall have the right to modify, suspend, extend or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

#### **9. LIMITATIONS OF LIABILITY**

No responsibility or liability is assumed by the Sponsor for (a) any incorrect or inaccurate play 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 Game; (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, camera, computers or providers utilized in any aspect of the operation of the Game; (d) inaccessibility or unavailability of any network or wireless service, the Internet or the Mobile Site or any combination thereof; (e) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Game or download of any materials in the Game. If, for any reason, the Game is not capable of running as planned for reasons which may include without limitation, infection by computer virus, 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 Game, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. No more than the stated number of prizes will be awarded. In the event that programming, production, seeding, printing or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed in any prize category, Sponsor reserves the right to award only the stated number of prizes. Screen shots are not proof of winning status. Use of the interactive vending machine and Game application is at user's own risk.

#### **10. MISCELLANEOUS**

Acceptance of prize constitutes permission (except where prohibited by law) to use each winner's name, prize won, hometown, likeness, photograph, voice, address (city and state only) and biographical information for purposes of advertising, online posting, promotion and publicity without additional compensation. Entry materials that have been tampered with or altered in any

way are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, illegible or postage due mail/entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant 's or any other person 's computer related to or resulting from participating in the Game. By participating in the Game, participant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of the Sponsor, which are final and binding in all matters relating to the Game. Failure to comply with these official rules may result in disqualification from the Game. Sponsor reserves the right to: (i) permanently disqualify from any Game any person it believes has intentionally violated these official rules; and (ii) withdraw the Machine or online method of entry if it becomes technically corrupted, including if a computer virus or system malfunction inalterably impairs its ability to conduct the Game.

#### **11. GOVERNING LAW**

This Game is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. 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. Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the prize becomes unavailable. As a condition of participating in this Promotion, 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 Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction.

#### **12. OFFICIAL RULES:**

These Official Rules will be posted online at <http://pepsi.rewardpromo.com/vending>.

#### **13. SPONSOR**

Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.