

Circle K "Pepsi-Panthers Game Day Experience" Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. SWEEPSTAKES IS ONLY OPEN TO LEGAL U.S. RESIDENTS RESIDING IN THE STATE OF NC OR SC THROUGHOUT THE SWEEPSTAKES PERIOD WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.

- 1. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. ET on 9/6/2017 and ends at 11:59:59 p.m. ET on 10/31/2017 ("Sweepstakes Period").
- 2. HOW TO ENTER:** During the Sweepstakes Period, you can enter via the following methods: **TEXT MESSAGE:** Use your mobile phone to text "PANTHERS" to 52140 and you will be automatically entered into the Sweepstakes. Participants must have a mobile phone with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service provider for each message sent and received. By participating, participants agree to receive two (2) reply text messages per entry about the Sweepstakes from Pepsi. Participants entering 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. Check with your wireless service provider for details on any applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Entrants will be given the opportunity to "cancel" (or unsubscribe) each time they receive a text message by sending "STOP" to 52140. **MAIL IN:** To enter without official mail-in form, hand print your name, complete street address, date of birth and daytime phone number on a 3½ x 5 inch paper. Mail completed entry postmarked by 10/31/2017 to be received by 11/4/2017 to: "Pepsi Circle K Panthers Game Day Experience", 4141 Park Lake Avenue, Raleigh, NC 27612. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries accepted. Sponsor not responsible for lost, late, incomplete, illegible, misdirected entries or postage-due mail. Limit one (1) text message entry per person/mobile phone number per day and one (1) mail-in entry per person/household per day. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. (midnight) ET and ending at 11:59:59 p.m. ET. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes. If entering via text message, the person submitting the Sweepstakes entry must be the authorized account holder/user of the mobile phone number, or otherwise entry shall be deemed void. In the event of dispute over the identity of a potential winner, entries will be declared made by the registered user of the mobile phone number used 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/user of the mobile phone number submitting the entry. It is solely the responsibility of the entrant to notify Pepsi Bottling Ventures in writing if the entrant changes his or her mobile phone number during the Sweepstakes Period. **IMPORTANT:** Proof of sending a text messaging does not constitute proof of delivery to or receipt by Sponsor. If you send a text message stating "HELP" to 52140, you will be sent a reply text message, which will include contact information for customer support for the Sweepstakes.
- 3. ELIGIBILITY:** The Sweepstakes is open only to individuals who are legal residents of the United States, residing in NC or SC, who are 18 years of age or older at the time of entry. Employees, contractors and directors of Circle K, Pepsi Bottling Ventures ("Sponsor"), PepsiCo, Inc., Pepsi-Cola Company and its bottlers and each of their respective parents, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively "Sponsor and Promotion Parties"), the Football Entities (as defined below) and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees.
- 4. PRIZE DETAILS:** Grand Prizes: One (1) Grand Prize will be awarded, consisting of two (2) lower level game tickets to the 12/10/2017 home game versus Minnesota, two (2) field passes, two (2) parking passes, two (2) \$50 food vouchers, and two (2) VIP passes for the pre-game tunnel experience. Estimated Retail Value: \$250. All other expenses not specifically mentioned herein such as for transportation to and from event, etc. are solely the responsibility of the prize winner and their guest. No alternate dates are available. All minors (under the age of 18) must be accompanied by an adult at all times. No responsibility is assumed by Sponsors for canceled, delayed, suspended or rescheduled event. Sponsor reserves the right to assign seating. Winner must attend on the date specified, no alternate dates available.
- 5. DRAWING:** Potential winners will be selected in a random drawing from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend upon the total number of eligible entries received. Drawing will occur on or about 11/6/2017 and will be conducted by a representative of Pepsi Bottling Ventures, whose decisions shall be final and binding.
- 6. WINNER NOTIFICATION:** Potential winners will notified by text, phone, mail and/or email at the text, phone, mail and/or email address provided upon entry, within two (2) days of the drawing. If a potential prize winner is notified by text or phone, he/she will be required to respond within forty-eight (48) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner will be sent an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within forty-eight (48) hours; (iii) any required documents are not returned within

the required number of days; or (iv) if winner is otherwise unable to attend an event when specified or accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner. Allow six (6) weeks for delivery of the prize following the notification process.

7. LIMITATIONS OF LIABILITY: Circle K LLC, Pepsi Bottling Ventures, Sponsor, the Football Entities and Promotion 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, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) 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 Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. NFL Properties LLC, NFL Ventures, Inc., NFL Ventures, L.P., the NFL, Panthers Football, LLC, Member Professional Football Clubs, NFL Players Association, NFL Players Incorporated and each of their respective shareholders, subsidiaries, representatives, affiliates, officers, directors, agents, members and employees (collectively the "Football Entities") will have no liability or responsibility of any claim arising in connection with participation in this sweepstakes or any prize awarded. The Football Entities have not offered or sponsored this sweepstakes in any way. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.

8. WINNERS RELEASES: By participating in the Sweepstakes, entrants release Sponsor, the Football Entities, and Promotion 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 a play 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 or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and Promotion Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

9. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States and of the State of North Carolina without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prizes will not be awarded. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. 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 at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws & regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used by and WQOK and shall be subject to their Privacy Policy available at <http://interactiveone.com/privacy>

10. CONDUCT: By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the 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 play 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.

11. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope postmarked by 11/6/2017 to: "Winner's List - Circle K-Pepsi-Panthers Game Day Experience", PBV, 4141 Park Lake Avenue, Raleigh, NC 27612.

12. SPONSOR: Pepsi Bottling Ventures, Raleigh, NC
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