



PEPSICO RECYCLING ZERO IMPACT FUND CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. CONTEST SUBJECT TO THESE OFFICIAL RULES POSTED AT www.PepsiCoRecycling.com/Programs/CampusEngagement VOID WHERE PROHIBITED.

1. CONTEST PERIOD: The PepsiCo Recycling Zero Impact Fund Contest (“**Contest**”) begins at 12:00:00 a.m. Eastern Time (“**ET**”) on October 14, 2019 and ends at 11:59:59 p.m. ET on December 20, 2019 (“**Contest Period**”).

2. ELIGIBILITY: The Contest is open to legal residents of the United States, who are 18 years of age (19 in AL or NE) or older and authorized to sign on behalf of an eligible school. All active Pepsi beverage pour colleges/universities, as defined as school locations who have either a Direct, Indirect Contract, or a Direct Agreement with PepsiCo, Inc to serve beverages are eligible to participate (“**Eligible Contest Participants**” or “**Applicant**”). Employees, contractors, directors, and officers of PepsiCo, Inc., Pepsi Beverages Company, Pepsi-Cola Management & Administrative Services, Inc., (“**Sponsor**”), 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**”), 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 are not eligible.

3. HOW TO ENTER: During the Contest Period, visit www.PepsiCoRecycling.com/Programs/CampusEngagement (the “**Website**”) and complete the PepsiCo Recycling Zero Impact Fund Application (“**Application**”). Applications must be submitted on the Website by 11:59 pm ET on December 20, 2019. Applications become the property of the Sponsor (as defined below) and may not be acknowledged or returned. Internet access is required. Sponsor may, in its sole and absolute discretion, reject, refuse, remove, delete and/or disqualify or disallow any Application that Sponsor, in its sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Official Rules.

If a college or university desires to submit an Application, it must designate authorized individual(s) as the Participant to submit the Application (“**Participant**”). Participant must be employed by the college or university. Ideas from students or non-employee stakeholders are encouraged to be incorporated, but only employees of the college or university may submit Application(s) as Participant(s). If a Participant is submitting an Application on behalf of a college or university, the Participant must disclose this fact in its Application. If the Participant acting on behalf of a college or university is selected as a prize winner, the Participant will be required to submit written documentation that the college or university (a) authorizes submission of the Application by Participant; (b) authorizes Participant to administer the Prize funds; and (c) agrees to these Official Rules. Sponsor will award prizes only to qualified eligible schools. Furthermore, the Sponsor in its sole and absolute discretion, will decide if written documentation provided is sufficient, and may at its sole and absolute discretion, request additional documentation from Participant or the school. Sponsor is not responsible or liable for any disputes between Participants and schools arising under or related to the Contest.

4. **GRANT OF RIGHTS TO SPONSOR:** By submitting an Application, Participant hereby agrees that:

(a) Sponsor is granted the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Application in any way, in any and all media, for any purpose, without limitation, and without consideration to the Participant, his or her successors or assigns, or any other entity. Entry of an Application in this Contest constitutes Participant's irrevocable assignment, conveyance and transference to Sponsor of all right, title and interest in the Application, including, without limitation, all copyrights without compensation to the Participant. Sponsor will have the right to use the Application in any commercial or non-commercial purpose. Participant forever waives and relinquishes on behalf of themselves, their heirs, executor, and administrator and assigns any and all rights, including but not limited to goodwill in and to the Application. Participant also irrevocably grants Sponsor the right to use their name, voice, likeness and biographical material in or related to the Application. Participant agrees not to issue any publicity on behalf of or in connection with Sponsor, their Application and/or their participation in the Contest unless Sponsor provides written approval.

(b) All Applications become the exclusive property of Sponsor. Participants and Applications that do not comply with these application guidelines or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole and absolute discretion, may be disqualified at any time. Sponsor, in its sole and absolute discretion, makes the final determination as to which Participants and Applications are accepted and are eligible to take part in this Contest and/or be eligible to receive a Prize.

5. **JUDGING:** A panel of judges as selected by Sponsor will review the Applications submitted from Eligible Contest Participants and select winners deemed to best meet the following weighted judging criteria: 1) Environmental Impact (30%); 2) Social Impact (15%); 3) Ingenuity (15%); 4) Desirability, Feasibility and Longevity (20%); and 5) Cost Effectiveness (20%). Each Application will be rated in the aforementioned categories on the scale of 1 to 10. The method of judging the entries will be determined by the judges and may include the use of multiple panels of judges to review entries. The decisions of the judges shall be final in all respects. The Applications with the highest number of points will be deemed the winners. Proposals that request smaller amounts of funds may have better odds of winning than those that request larger sums of funding based on the amount of funds PepsiCo Recycling is allocating to schools for this program. In the event of a tie, the judges will select the winners in their sole discretion.

6. **ORGANIZATION TYPE:** Eligible Contest Participants who submitted an Application as a "for-profit organization" or "non-profit organization" will need to submit evidence of the (i) legal status of the organization such as organizing documents, articles of incorporation, trust agreements, charter, tax classification or certification from appropriate authorities; and (ii) proof of good standing of the organization.

7. **PRIZES:** Cash prize awards may range between \$500 and \$10,000 per selected Applicant, up to a maximum of 400 cash prize packages or \$200,000 total awarded. Maximum prize per school is ten thousand dollars (\$10,000). If multiple Applications from a single school are selected by the judges then each separate Application may be awarded as long as the total does not exceed the \$10,000 maximum per school. Cash prize will be awarded in the form of a check.

8. **TAXES:** There may be some tax implications for prize winners. Sponsor recommends that Participants review their Application with their college/university legal/tax advisor to determine their potential tax liability, if any, in connection with receiving a prize as part of this Contest. If

there is any tax liability for Participant or prize winner, it will be the sole responsibility of the prize winner.

9. APPLICATION CONTENT GUIDELINES:

a. Applications MUST:

- be in English;
- be received in accordance with the Contest Rules;
- describe a project to take place/benefit persons within the 50 United States or the District of Columbia;
- describe a project that is capable of being completed within 12 months from the date of funds disbursement;
- describe a project or proposal that will comply with applicable laws and regulations; and
- provide a level of detail sufficient to show each of the specific activities to be carried out by the Participant and others, if any, necessary to achieve the principal goal(s) of the project.

b. Applications CANNOT to any degree:

- suggest legalization of any illegal drugs/activity, prostitution or pornography or other illegal activities or goods;
- challenge, lobby for or seek to change current laws, enact any new laws or overthrow of any government;
- be inconsistent with these Application Content Guidelines;
- relate to a proposal that is inconsistent with applicable laws or regulations;
- be inconsistent with any corporate policy of Sponsor (such policies can be found at www.pepsico.com);
- suggest or encourage the taking up of arms against any person, government or entity;
- discriminate against, disparage or denigrate any race, age, gender, disability, sexual orientation, ethnicity, religion, political orientation, national origin, ancestry, marital status, veteran status or mental or physical disability;
- disparage or denigrate a product, service, person, company or organization including, but not limited to, Sponsor;
- encourage the cessation of or act to negatively impact a business or enterprise;
- promote alcohol, illegal drugs or activity, tobacco, firearms/weapons, prostitution or pornography;
- contain any profanities, be overtly sexual, suggest an intent to abuse or suggestions of violence;
- involve religious advocacy, proselytizing – acts and intentions to advance a religious denomination or expand membership or encourage conversion;
- involve political advocacy – acts and intentions to advance a particular political party, candidate or to support lobbying for any particular party, candidate and/or cause, or to expand membership or to encourage membership for a particular political party, candidate or lobbying effort;
- describe a project that directly or principally benefits any specific individual (as opposed to the identified community as a whole);

- describe a project whose purpose (solely or partially) is to transfer or assign potential funds to another individual or organization(s). By way of example, if the purpose of Applicant's Application is solely or partially to transfer potential funds to a third party individual or organization, such transfer of funds must be linked to a specific initiative or project of that third party individual or organization, which must be outlined in the Applicant's Application and abide by the other terms and conditions set forth herein;
- feature or reference any third party commercial products and/or company trademarks, logos, brands or endorsements (including but not limited to third party logos on street scenes, panoramic views, vehicle license plates, clothing such as t-shirts, hats, etc.) without permission (note: an Application may contain the name and trademark of an organization to be benefited by the prize (provided prior permission has been obtained));
- use individuals' names in whole or in part (including the Participant's last name) without permission;
- contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission; and
- contain any copyrighted works (other than those owned by the Participant or any registered member of the group or those used with permission).

10. GENERAL CONDITIONS ON PRIZES: No substitution of prize is offered and no transfer of prize to a third party is permitted. Prize-recipient schools are responsible for all applicable federal, state, and local taxes, if any, on a prize. Prize winner may receive an IRS Form 1099 for the retail value of the prize. Please contact your tax advisor for further advice. Sponsor shall not provide tax advice. All other expenses on the receipt and use of the prize not specifically mentioned herein are the sole responsibility of winner. Any portion of a prize not accepted by winner will be forfeited.

11. WINNER NOTIFICATION: Prize winner may be required to sign an Affidavit of Eligibility / Liability Release and return all pages (where lawful) within ten (10) days after notification. Failure to return any required documents within such ten (10) day period may result in prize forfeiture, and an alternate winner may be selected. Unless otherwise noted, allow ten (10) to fifteen (15) days for execution/delivery of prize. The Sponsor is not responsible for delays in receiving or responding to winner email notifications and such winner may be disqualified at Sponsor's sole discretion. Prizes will only be executed in and delivered to addresses within the United States. Participants are responsible for ensuring the PepsiCo Recycling team has the appropriate contact information.

12. LIMITATIONS OF LIABILITY: No responsibility or liability is assumed by the Sponsor for technical problems or technical malfunction of any kind whatsoever which may affect the operation of the Contest in any way whatsoever, including but not limited to the following: hardware or software errors; faulty computer, scales, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or mobile phone 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 or text messaging transmissions to be sent or received; lost, late, delayed or intercepted e-mail or text messaging transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of any registration used in connection with the Contest. No Sponsor shall be responsible for any typographical or printing errors, any indication of the

number of recycled material, any display or announcement of prizes or these Official Rules, or any inaccurate or incorrect data published on any website (or elsewhere), including without limitation, 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 or mobile phone equipment resulting from online participation in the Contest. Use of any website associated with the Contest is at each user's own risk. **WITHOUT LIMITING THE FOREGOING, EVERYTHING ON ANY WEBSITE ASSOCIATED WITH THE CONTEST IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** Under no circumstances will any Sponsor be liable for punitive exemplary, special, indirect, incidental, consequential, or any other damages.

13. MODIFICATION: In no event will Sponsor be obligated to award more prizes or rewards than the number stated in these Official Rules. If Sponsor determines in its sole discretion that the Contest is no longer capable of running as intended by these Official Rules for any reason whatsoever, including but not limited to, any occurrences as described above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Contest, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Contest in whole or in part, including without limitation, any means of entry, at any time. In such event, Sponsor may immediately suspend the Contest and Sponsor reserves the right to award any remaining prizes or rewards (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 the eligible entries received up to the time of the impairment, and neither Sponsor nor those acting on their behalf in connection with the Contest ("**Administrators**") shall have any further liability to any Participant in connection with the Contest.

14. CONDUCT: By participating in this Contest, each Participant hereby agrees to be bound by each of these Official Rules and the decisions of the Sponsor which shall be final and binding and non-appealable in all respects. Failure by any Participant to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to (a) disqualify any school or person from participating in any aspect of Contest if Sponsor and/or its Administrators deems or suspects that such school or person has engaged in or has attempted to engage in any of the following: (i) acting in violation of these Official Rules, any applicable laws or regulations, or the terms and conditions of any website associated with the Contest; or (ii) damaging, tampering with or corrupting the operation of the Contest; or (iii) acting with intent to annoy, harass or abuse any third person including other Participants; or (iv) using of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to any website associated with the Contest through online, text messaging or phone-in means or any forms of hacking; (v) failing to comply with Sponsor's audit requirements to verify the amount of recycled materials collected at a school including, waste diversion, reduction of energy consumption, reduction in water consumption, reduction in greenhouse gas emissions, or the number of people engaged on campus; (vi) attempts to enter void, falsified, inaccurate, incomplete, or fraudulent data into its application, as determined by Sponsor; (vii) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (viii) any activity deemed in the sole discretion of Sponsor and its Administrators to be generally inconsistent with the intended operation of the Contest. **ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS ADMINISTRATORS HEREBY RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE**

FULLEST EXTENT OF THE LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

15. RELEASES: All Participants, as a condition of participation in this Contest, agree to release Sponsor and its affiliates 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: (a) accessing any Contest-related website(s); (b) participating in any aspect of the Contest; (c) the receipt, ownership or use of any prize awarded or reward received; (d) preparing for, participating in or traveling to or from any prize-related activity; or (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Each prize winner bears all risk of loss or damage to any prize after it has been delivered. Except where prohibited by law, each prize-winning school hereby grants to Sponsor the right to print, publish, broadcast and use worldwide in any media whether now known or hereinafter devised (including without limitation the use online at any website(s) owned, controlled and/or operated by a Sponsor) such prize winner's name, address, statement, picture or other likeness, without additional compensation, for any and all public relations, advertising and similar purposes as may be determined by Sponsor. Notwithstanding the foregoing, Sponsor agrees not to print, publish, broadcast or use a school's name, logos or other likeness in any external publicity or marketing materials without such school's prior consent.

16. DISPUTES: This Contest 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 Contest, Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, 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 all Participants hereby waive all rights to claim, punitive, exemplary, special, indirect, incidental or consequential damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g. costs associated with entering), and all Participants hereby further waive all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS.

17. WINNERS' LIST: Winners list will be available by March 1, 2020. Contest winners may be, at Sponsor's sole discretion, posted on the program's website: www.PepsiCoRecycling.com/CampusEngagement
To request winners' list, send email to support@pepsicorecycling.com

18. SPONSOR: Pepsi-Cola Management & Administrative Services, Inc., 700 Anderson Hill Rd, Purchase, NY 10577