

CULVER'S® HOLIDAY SWEATER SWEEPSTAKES ("SWEEPSTAKES") OFFICIAL RULES

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION. (SEE SECTION 5 FOR ELIGIBILITY.)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. INTERNET ACCESS REQUIRED IF ENTERING VIA THE WEBSITE. SWEEPSTAKES SUBJECT TO OFFICIAL RULES.

1. SWEEPSTAKES PERIOD: Sweepstakes begins November 20, 2017 at 9:00:00 a.m. Central Time ("CT") and ends December 23, 2017 at 11:59:59 p.m. CT (the "Sweepstakes Period"). The Sweepstakes Period is divided into thirty-four (34) daily entry periods. Each day of the Sweepstakes Period represents a separate daily entry period (each a "Day"). A "Day" is defined as the 24 hours between 12:00:00 a.m. CT and the following 11:59:59 p.m. CT with the exception of the first day of the Sweepstakes Period which shall begin at 9:00:00 a.m. CT and end the following 11:59:59 p.m. CT. The computer of Sponsor's Web master is the official time-keeping device of the Sweepstakes.

2. HOW TO ENTER: During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes as outlined below.

(a) WEBSITE: To enter the Sweepstakes via the Website (defined below), you must obtain a Sweepstakes Code. To obtain a Sweepstakes Code, purchase a Culver's Value Basket or a 22-oz. fountain beverage at any participating Culver's location to receive a specially-marked fountain cup ("Cup"), while supplies last. Look for the Sweepstakes Code on your Cup. Cups are scheduled to be available at participating Culver's restaurants until December 23, 2017, or when supplies are exhausted, whichever occurs first. Once you have obtained a Sweepstakes Code, log on to www.CulversHolidaySweeps.com (the "Website") and follow the instructions to enter your Sweepstakes Code and complete and submit the online registration form to receive one (1) entry into the Daily Drawing (corresponding to the Day in which you submitted your entry) and one (1) entry into the Grand Prize Drawing. Each Sweepstakes Code may only be submitted once.

(b) CALL TOLL FREE: To enter the Sweepstakes without making a purchase, call toll-free 1-800-565-4084 from your home touch-tone telephone or cell phone and follow the automated instructions. Callers will be required to enter their first and last name, home address, city, state, zip code, daytime phone number and date of birth (as two digits for month, two digits for day and four digits for year). All calls must be made from a phone number with an area code associated with an Eligible State (see Section 5) or entrant's home address must have a zip code from an Eligible State. In the event of an identity dispute, entry will be considered made by the registered owner of the phone number used for entry.

EXTRA ENTRIES: To obtain an extra entry into the Daily and Grand Prize Drawings, download the Culver's App and scan the Cup to open the "Holiday Sweater Photo Shoot" experience. Next, follow the instructions to take a selfie and select a "sweater to wear" within the App. Share your "Holiday Sweater Photo Shoot" photo with hashtag #CulversHolidaySweeps and provide your email address as indicated to receive an extra entry into the corresponding Daily Drawing and Grand Prize Drawing. (If you don't already have the free Culver's Application ("App") installed on your smart phone or other compatible device, you must install the App using a compatible device by going to the Apple App Store or Google Play, as applicable, and following the instructions to download and install the App as directed.) You may incur message and/or data charges from your wireless service provider. Check with your wireless service provider for details

on these and any other applicable charges. To obtain an extra entry into the Daily and Grand Prize Drawings without using the App, send an email with your complete name, mailing address, date of birth and phone number to culversholiday@yaengage.com. **Extra entries will not be judged.** Sponsor reserves the right to verify all extra entries. Extra entries must not contain inappropriate material as determined by Sponsor, in its sole discretion. You must have at least one website entry or toll free entry on the same day in order to receive extra entries for that day. Extra entries may hereinafter be referred to as “entry”.

All entries must be received and recorded during the Sweepstakes Period. **Limit one (1) entry per Sweepstakes Code per Day per person/email/household (applies to Website entry only), up to three (3) total entries per Day per person/email/phone/household, regardless of method of participation. In addition, limit three (3) extra entries per Day per person/email/phone/household.**

Applicable to entries submitted via the Website and Extra Entries: The name of the person submitting an entry into the Sweepstakes must be the name of the authorized account holder of the email address used to enter, otherwise, entry may be deemed void. In the event of a dispute over the identity of an entrant, entry will be declared made by the authorized account holder of the email address used during the entry process. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is solely the responsibility of the entrant to notify the Pepsi-Cola Company (“Sponsor”) in writing if the entrant changes his or her email address during the Sweepstakes Period.

Proof of delivery or receipt of entry will not be deemed by the Sponsor as proof of entry into this Sweepstakes. Each entry must be manually key stroked and/or 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 Sweepstakes service) will be disqualified and transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses or the manipulation of an entrant’s contact information for the purpose of obtaining more than the stated number of entries is prohibited and such persons will be disqualified and all entries shall be deemed invalid and any prize won shall be forfeited.

3. PRIZES:

GRAND PRIZE: One (1) Grand Prize will be awarded consisting of \$25,000 (awarded in the form of a check or wire transfer, payable to winner).

DAILY PRIZES: Thirty-four (34) Daily Prizes will be awarded, each consisting of \$1,000 (awarded in the form of a check, payable to winner).

Total ARV of all prizes: \$59,000.

4. PRIZE DRAWINGS:

Daily Drawings: One (1) Daily Prize winner will be selected for each Day of the Sweepstakes Period in a random drawing to be held on or about each business day following the applicable day from eligible entries received for a given Day (each a “Daily Drawing”). Entries will carry forward to subsequent Daily Drawings, and all entries will be included in the Grand Prize Drawing. Odds of winning a Daily Prize depend on the number of eligible entries received for a given Daily Drawing.

Grand Prize Drawing: One (1) Grand Prize winner will be randomly selected on or about December 26, 2017 from all eligible entries received during the Sweepstakes Period. Odds of winning the Grand Prize depend on the number of eligible entries received for the entire Sweepstakes Period.

Drawings will be conducted by an independent judging organization, whose decisions shall be final. Limit one (1) Daily Prize per person/email address/household. A Daily Prize winner is eligible to win the Grand Prize.

5. ELIGIBILITY: YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN THE STATE OF ARIZONA, COLORADO, FLORIDA, GEORGIA, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, MICHIGAN, MINNESOTA, MISSOURI, NEBRASKA, NORTH CAROLINA, NORTH DAKOTA, OHIO, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, WISCONSIN or WYOMING (EACH AN "ELIGIBLE STATE") THROUGHOUT THE SWEEPSTAKES PERIOD AND 18 YEARS OF AGE OR OLDER (19 in NEBRASKA) AT THE TIME OF ENTRY to enter and be eligible to win. Potential winners may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility and as a condition of prize award. Employees of Culver Franchising System, Inc., its participating locations, Pepsi-Cola Company ("Sponsor") and its bottlers, and all of their respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies (collectively, "Sponsor and Promotion Parties"), and the immediate family members (parent, child, sibling or spouse of any of the foregoing, including step-parent, step-child or step-sibling) and household members of such individuals (whether related or not) of each, are not eligible to participate or win.

6. GENERAL: This Sweepstakes is subject only to the laws of New York State in the United States. Unclaimed prizes will not be awarded. 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. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. Winners will receive an IRS Form 1099 for the retail value of their 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. Each prize winner's first name, last initial and state will be disclosed on Winner's List, which will be distributed upon request and as required by law.

7. CONDUCT: By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the judges 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, Website or App; 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 DAMAGE ANY WEBSITE OR 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.

8. LIMITATIONS OF LIABILITY: Sponsor assumes 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) inaccessibility or unavailability of the Internet, Website or App, or any combination thereof; (e) any injury or damage to entrant's 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 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 the event of any such cancellation, termination or suspension, a notice will be posted at participating stores and a random drawing may be held from among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, at their sole discretion, to disqualify any entrant (and all of his/her entries) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of this Sweepstakes. Sponsor reserves the right to correct errors in promotional materials.

The Website is subject to Sponsor's privacy policy available at <http://www.pepsico.com/Legal/PrivacyPolicy>. Additionally, any communication between entrant and Sponsor or its agencies regarding the Sweepstakes (e.g. phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes.

9. DISCLAIMER: Sweepstakes 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 Sweepstakes Codes contain or are the result of programming, printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Sweepstakes Code is limited to replacement with a free randomly selected official Sweepstakes Code, while supplies last. Sweepstakes Codes may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules.

10. WINNER NOTIFICATION: All potential prize winners will be notified by mail, email and/or phone. Each potential winner will be required to claim his/her prize within seven (7) days of notification by signing and returning an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law). In the event the Affidavit and Release is not returned within seven (7) days, prize may be forfeited. Any winner notification returned as undeliverable without a forwarding address will result in prize forfeiture. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to individuals residing within an Eligible State. Allow up to eight (8) weeks for delivery of prize following the notification process. If any prize is returned as undeliverable, prize will be forfeited and Sponsor shall have no further liability to award that prize.

11. WINNER RELEASES: All entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor 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 accessing the Website or App, submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership, use or misuse of any prize awarded 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. Except for residents of Tennessee and where prohibited by law, winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Website) 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.

12. WINNERS' LIST: For a list of winners, send a self-addressed, stamped envelope to be received by January 31, 2018, to: Culver's Holiday Sweater Sweepstakes Winner's List Request, 10 South 5th Street, 7th Floor, Dept. 888-7048, Minneapolis, MN 55402.

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

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