#CAPSPRIDE SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE RESTRICTED OR PROHIBITED BY LAW. INTERNET ACCESS IS REQUIRED. DATA RATES MAY APPLY.

1. <u>SWEEPSTAKES PERIOD:</u> The #CapsPride Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on April 5, 2016 and ends at 11:59 p.m. ET on May 5, 2016 ("Sweepstakes Period").

2. <u>ELIGIBILITY:</u> You must be a legal resident of the United States residing in MD, VA or the District of Columbia (DC) throughout the Sweepstakes Period who is 21 years or older at the time of entry. Employees of NBA Properties, Inc., Pepsi Beverages Company ("Sponsor"), PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Lincoln Holdings LLC dba Monumental Sports & Entertainment and all of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, and advertising, promotional or judging agencies (collectively, "Sponsor and Promotion Parties"), and the immediate family members of such employees and persons living within the same household as such employees are not eligible to win.

3. <u>**HOW TO ENTER:**</u> To enter the Sweepstakes via Instagram or Twitter you must be a registered member of Instagram or Twitter with a public profile. Becoming a member of Instagram or Twitter and entry into the Sweepstakes are free. If you are not a registered account holder of Instagram or Twitter, please visit Instagram.com or Twitter.com to register for an account; or by submitting your picture, together with your name, address, telephone number, age, on washingtoncaps.com/CapsPride. Registration for and use of Instagram and Twitter are subject to Instagram's and Twitter's respective terms and conditions and Sponsor has no responsibility with respect to such registration or use or enforcement of such terms and conditions.

During the Sweepstakes Period, upload a picture/gif/image to Instagram or Twitter with the hashtags #CapsPride #Sweeps in the caption before sharing (the "Submission"). Your picture should show your understanding of Caps Pride. Proof of delivery or receipt of Submission will not be deemed by Sponsor as proof of Submission into this Sweepstakes. Winner will be randomly selected from all eligible entries. All Sweepstakes Entries submitted become the sole property of Sponsor and will not be returned. To enter online with or without uploading a picture: During the Sweepstakes Period go to www.washingtoncaps.com/CapsPride (the "Website") and complete the online form by providing your complete name, daytime phone number, email address, address, city, state, zip code and date of birth. Then agree to the Official Rules and submit the online form.

The person registering for the Sweepstakes and uploading the Submission will be deemed the Entrant ("Entrant"). By entering, each Entrant warrants and represents the following with respect to Submission: (a) entrant is the sole and exclusive owner of the photo and has obtained the necessary rights and consents; and (b) the photo will not infringe on any rights of any third parties. Use of the hashtag #CapsPride #Sweeps constitutes your unconditional acceptance to these Official Rules. You will receive the entry into the Sweepstakes on the day the Instagram or Twitter photo was uploaded.

Proof of delivery of a Submission does not constitute proof of receipt of an entry into the Sweepstakes. All entries become the property of Sponsor and will not be returned. All Submissions must be received by 11:59 p.m. ET on May 5, 2016 to be eligible for the drawing. From time to time during the Sweepstakes Period, Sponsor may, in its sole and absolute discretion,

choose to feature certain Submissions online at the Website. Being featured on the Website in no way impacts being selected as a prize winner in the Sweepstakes.

Limit one (1) entry per person/household per day. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00 a.m. ET and ending at the following 11:59 p.m. ET.

Entry Requirements:

- Entry must be primarily in English.
- All entries must be received within the Sweepstakes Period to be eligible for the drawing.
- Submission must remain on your Instagram or Twitter account throughout the Sweepstakes Period. If you delete your Submission during the Sweepstakes Period, you may lose your entry.
- A single Submission cannot be used more than one (1) time throughout the Sweepstakes Period.
- Each Submission may not have won a previous promotion or an award; it must not infringe any third party's intellectual property or other rights; it must be suitable for display and publication (i.e., may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene or pornographic material; it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); it must not include threats to any person, place, business, group or world peace; it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or standards.
- Each Submission must not feature or reference any commercial products and/or company trademarks, logos, brands or endorsements (including third party logos on street scenes, panoramic views, vehicle license plates, clothing such as t-shirts, hats, etc.) except that Submissions may contain Sponsor or Promotion Party-owned logos.
- Each Submission must not contain any copyrighted works.

All Submissions will be reviewed for content before you receive an entry as described above; however, such review does not relieve Entrant from responsibility for compliance with these Official Rules. Sponsors may, in their sole discretion, remove, delete and/or forfeit any Submission they deem inappropriate, indecent or obscene, and unsuitable for publishing or otherwise non-compliant. Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified. Sponsor makes the final determination as to which entries are eligible to take part in this Sweepstakes.

The name of the person submitting a Social Media Entry into the Sweepstakes must be the name of the authorized account holder of the social media account used to enter, otherwise, the Submission may be deemed void. In the event of a dispute over the identity of a potential winner, entries will be declared made by the authorized account holder of the social media account used for the Submission, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder. It is solely the responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes his or her Instagram or Twitter account used to enter the Sweepstakes during the Sweepstakes Period.

4. **PRIZE:** ONE (1) Grand Prize will be awarded consisting of consisting of two (2) event tickets to the 2016 NHL Awards Show, two (2) airline tickets to Las Vegas (airline and airport to be determined by Sponsor), hotel accommodations for each night spent in Las Vegas and meet and greet with Tom Wilson while in Las Vegas. Estimated retail value \$2,500. In the event Tom Wilson is unavailable for any reason, Sponsor reserves the right to substitute an alternate athlete as determined solely by Sponsor. All other expenses not specifically mentioned herein such as for transportation to and from event, parking, food, beverages, souvenirs, taxes, gratuities, etc., are solely the responsibility of the prize winner and guest. No alternate dates are available. All participants and guests must 21 years or older. No responsibility is assumed by Sponsors for canceled, delayed, suspended or rescheduled event. Sponsor reserves the right to assign seating.

5. <u>DRAWING</u>: Winners will be selected in a random drawing from among all entries received by 11:59 p.m. ET on May 5, 2016. Drawing will be held on or about May 13, 2016. Drawing will be conducted by an independent judging agency, whose decision is final and binding. Odds of winning a prize depend upon the number of eligible entries received.

WINNER NOTIFICATION: Sponsor will notify potential winners via direct message 6. through the Instagram or Twitter account used for the Submission or by phone number or email provided in online entry. Potential winners will be required to respond to the notification within seventy-two (72) hours. Noncompliance within the stated time period will result in disqualification and another winner selected. Prize notification returned as non-deliverable will result in disqualification and an alternate winner selected, if time permits. Sponsor is not responsible for suspended or discontinued Instagram or Twitter accounts or phone service that may result in a potential winner not receiving initial prize notification. Once Sponsor receives potential winner confirmation, the potential prize winner may be sent an Affidavit of Eligibility/Liability Release (where lawful) a publicity release to be signed and returned within the number of days indicated on the Affidavit. 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, if winner is unable to attend on the specified date or if winner is otherwise unable to accept the prize as stated including if potential winner is disqualified for any reason), prize will be forfeited and may be awarded to an alternate winner selected by a random drawing from all remaining eligible entries, as time permits. Allow one (1) weeks for delivery of a prize following the notification period. Prizes will only be delivered to addresses within MD, VA, or DC.

7. <u>GENERAL</u>: This Sweepstakes is governed by the laws of the United States and of the State of New York, without respect to conflict of law doctrines. 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. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners will receive an IRS Form 1099 for the retail value of the prize. 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. Any portion of a prize not accepted by winner will be forfeited. Any difference between stated approximate value of prize and actual value of prize will not be awarded.

8. <u>CONDUCT:</u> By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted at www.enterpromo.com/CapsPride throughout the Sweepstakes Period. Any information collected shall be in accordance with the Pepsi-Cola Company's Privacy policy available at <u>http://www.pepsi.com/privacypolicy.php</u>. 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 any

web site; 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. LIMITATIONS OF LIABILITY: Sponsor 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. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded.

WINNER RELEASES: All entrants, as a condition of entry into the Sweepstakes, agree 10. to release, discharge, indemnify, defend and hold harmless 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 including death or to property, including but not limited to claims of copyright infringement, false endorsement, portrayal in a false light, violation of rights of privacy or publicity or defamation, 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. Except 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 Web Site) 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.

11. <u>WINNERS' LIST:</u> For the names of the winners, send a self-addressed, stamped envelope, postmarked by June 13, 2016, to #CapsPride Sweepstakes Winners' List c/o PSG, PO Box 941459, Maitland, FL 32794-1459

12. <u>SPONSOR:</u> Pepsi Beverages Company, 7095 Samuel Morse Drive Suite 300 Columbia, MD 21046.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Instagram or Twitter.

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