

THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PLAY UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**BUBLY FLAVOR VOTING INSTANT-WIN AND SWEEPSTAKES AT SODEXO
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. DATA RATES MAY APPLY IF PARTICIPATING VIA A MOBILE DEVICE.

THE BUBLY FLAVOR VOTING INSTANT-WIN AND SWEEPSTAKES (“PROMOTION”) IS OPEN ONLY TO LEGAL U.S. RESIDENTS RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION. PROMOTION SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND OF THE STATE OF NEW YORK. DO NOT PARTICIPATE IN THIS PROMOTION UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED.

1. PROMOTION PERIOD: The Promotion begins on January 5, 2019 at 12:00:00 p.m. Eastern Time (“ET”) and ends on May 31, 2019 at 11:59:59 p.m. ET (the “Promotion Period”). The Promotion Period consists of two (2) entry periods (each an “Entry Period”) as outlined below. The computer of the Promotion’s Web master is the official time-keeping device of the Promotion.

- **Entry Period 1** begins on January 5, 2019 at 12:00:00 p.m. ET and ends on March 22, 2019 at 11:59:59 p.m. ET.
- **Entry Period 2** begins on March 23, 2019 at 12:00:00 a.m. ET and ends on May 31, 2019 at 11:59:59 p.m. ET.

2. HOW TO PARTICIPATE: For each Entry Period, Sponsor will feature two (2) Bubby Flavors at the Promotion Website (defined below). Sponsor invites eligible individuals to visit the Website and vote for their favorite featured Bubby flavor for a chance to win a prize. For each Entry Period, follow the steps below to participate.

Step 1 - Visit the Website.

Go to www.sodexobublyss.com (the “Website”). Entrants may also access the Website via the Bite App. To access the Website via the Bite App, first open the Bite App on your web-enabled device. If you do not have the Bite App downloaded on your web-enabled device, you can download it for free at <http://bite.sodexo.com/>. For the Bite App’s Terms and Privacy Policy, please visit <http://bite.sodexo.com/>. Upon opening the Bite App, look for the Promotion mention and click on that tile to be linked to the Website.

Step 2 - Register.

Upon accessing the Website for the first time, follow the instructions to register for the Promotion. You will be required to enter your first and last name, email address, date of birth and zip code. Read or have read to you these Official Rules and then place a checkmark in the box provided indicating your agreement to these Official Rules.

Step 3 - Vote for your favorite featured Bubby flavor to play for a chance to win a prize.

Once registered, follow the instructions to view the featured Bubby flavors and submit your vote (a “Play”).

- For Entry Period 1, the featured flavors are Bubby Strawberry and Bubby Grapefruit.

NOTE: If you vote for “Bubly Strawberry” you’ll be playing for a chance to win a Bubly Strawberry Instant-Win Prize.

NOTE: If you vote for “Bubly Grapefruit” you’ll be playing for a chance to win a Bubly Grapefruit Instant-Win Prize.

- For Entry Period 2, the featured flavors are Bubly Mango and Bubly Lime

NOTE: If you vote for “Bubly Mango” you’ll be playing for a chance to win a Bubly Mango Instant-Win Prize.

NOTE: If you vote for “Bubly Lime” you’ll be playing for a chance to win a Bubly Lime Instant-Win Prize.

Each flavor, Bubly Strawberry, Bubly Grapefruit, Bubly Mango, and Bubly Lime, may hereinafter be referred to as a “Featured Flavor”.

Limit one (1) Play per day per person/email address/household, regardless of entry method. A “day” is defined as the twenty-four (24) hours between 12:00:00 a.m. ET and the following 11:59:59 p.m. ET.

For each Entry Period and Featured Flavor, two (2) randomly-selected times will be chosen for each Week (defined below) of the applicable Entry Period and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by the computer administering this Promotion) at or immediately after a randomly-selected time (for the Featured Flavor in which he/she submitted a vote) will win the indicated Instant-Win Prize (subject to verification). For the purpose of this Promotion a “Week” shall be defined as beginning on a Saturday and ending on the following Friday.

If your screen displays a prize-winning message, you are a winner of the indicated Instant-Win Prize (subject to verification). If your screen does not display a prize-winning message, you are not a winner of an Instant-Win Prize. For each Play (regardless of the Featured Flavor or Entry Period), you will receive one (1) entry into the Grand Prize Drawing. Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received for a given prize pool (i.e. per Featured Flavor).

If submitting a Play via a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable changes. You are solely responsible for any such wireless charges. Not all wireless carriers participate.

All participants must have a valid email address. The name of the person submitting a Play into the Promotion must be the name of the authorized account holder of the email address used to submit a Play, otherwise, Play may be deemed void. In the event of a dispute over the identity of a participant, the Play will be declared made by the authorized account holder of the email address used during the submission 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 participant to notify the Pepsi-Cola Company in writing if the participant changes his or her email address during the Promotion Period.

Each Play must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays 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 a participant’s contact information for the purpose of submitting more than the stated number of Plays per day is prohibited and such persons will be disqualified and all Plays (and corresponding entries into the Grand Prize Drawing) shall be deemed invalid and any prize won shall be forfeited.

3. **ELIGIBILITY:** Open only to legal residents residing in one of the 50 United States or the District of Columbia who are 18 years of age or older as of the time of participating. Employees of Sodexo, all participating locations, PepsiCo, Inc., Pepsi-Cola Company (“Sponsor”) and its bottlers, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, franchisees and advertising, promotional or judging agencies (collectively, “Sponsor and Promotion Parties”) and all of their immediate family members of such employees and/or persons living within the same household as such employees are not eligible to win.

4. **GRAND PRIZE DRAWING:** The potential Grand Prize winner will be selected in a random drawing from among all eligible entries received for the Promotion Period on or about June 3, 2019 (the “Grand Prize Drawing”) by an independent judging agency whose decisions are final. Odds of winning the Grand Prize depend on the total number of eligible entries received for the Grand Prize Drawing. Entries submitted during the Promotion Period are only eligible for this Promotion and do not remain eligible for any subsequent promotion.

5. **PRIZE DETAILS:**

Grand Prize – Awarded via random drawing.

Grand Prize (1): Trip for four (4) for attendance at an improvisational theatre class, to be selected at Sponsor’s discretion, in Chicago, Illinois (the “Grand Prize”). Grand Prize includes two (2) double-occupancy standard hotel rooms for four (4) individuals for three (3) nights, roundtrip coach air transportation for four (4) from a major gateway airport nearest winner’s residence to a major gateway airport nearest Chicago, Illinois, transportation between the hotel and airport in Chicago, Illinois, attendance for four (4) to dinner and a comedy show, and \$500 for winner only (awarded in the form of a check, payable to winner). Grand Prize winner will be required to provide a credit card to the hotel to cover incidentals which are not included in the Grand Prize. If Grand Prize winner resides within 150 miles of Chicago, Illinois, ground transportation may be substituted in lieu of air transportation at the sole discretion of Sponsor. The Grand Prize must be redeemed and all travel must be completed by May 31, 2020. If winner is unable or unwilling to travel by the date specified, the prize will be forfeited and may be awarded to an alternate winner. All travel and prize-related events subject to availability and restrictions. Selection of airport, airline, event locations and hotel is at Sponsor’s sole discretion. All other or additional expenses not specifically mentioned herein, including additional costs for transportation, are solely the responsibility of winner and guests. Winner and travel guests must travel on same itinerary. Travel guests must be 18 years of age or older (19 in AL or NE) to accompany the winner on all prize-related travel and events. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled air transportation, ground transportation or events beyond its control, and all prize details are subject to availability. Winner and travel guests must sign and return travel releases and any prize-related documents before any ticketing or travel occurs. Winner and guests must have all necessary identification and/or travel documents (e.g. a valid U.S. driver’s license) required for travel within the United States. Winner and guests must abide by all prize-related requirements and instructions. Winner understands that there are inherent risks involved in travel and prizing activities and that these risks may be present before, during and after the trip. Approximate Retail Value (“ARV”) of the Grand Prize is \$5,800.00. The actual retail value of the Grand Prize may vary. If the actual value is less than the ARV of \$5,800.00, the difference will not be awarded to the winner. Any portion of any prize not accepted or used by the winner will be forfeited.

Instant-Win Prizes – Awarded via the Instant-Win Game.

Entry Period 1 Instant-Win Prizes:

Bubly Strawberry Instant-Win Prizes:

Eleven (11) Bubly Strawberry Instant-Win First Prizes will be awarded, one (1) per Week for Entry Period 1: Each winner will receive a Fitbit Versa Smart Watch – Peach Color. ARV: \$255.00 each.

Eleven (11) Bubly Strawberry Instant-Win Second Prizes will be awarded, one (1) per Week for Entry Period 1: Each winner will receive a JBL Clip 3 – Fiesta Red Color. ARV: \$50.00 each.

Bubly Grapefruit Instant-Win Prizes:

Eleven (11) Bubly Grapefruit Instant-Win First Prizes will be awarded, one (1) per Week for Entry Period 1: Each winner will receive a Fitbit Versa Smart Watch – Peach Color. ARV: \$255.00 each.

Eleven (11) Bubly Grapefruit Instant-Win Second Prizes will be awarded, one (1) per Week for Entry Period 1: Each winner will receive a JBL Clip 3 – Dusty Pink Color. ARV: \$50.00 each.

Entry Period 2 Instant-Win Prizes:

Bubly Mango Instant-Win Prizes:

Ten (10) Bubly Mango Instant-Win First Prizes will be awarded, one (1) per Week for Entry Period 2: Each winner will receive a Fitbit Versa Smart Watch – Mint Color. ARV: \$255.00 each.

Ten (10) Bubly Mango Instant-Win Second Prizes will be awarded, one (1) per Week for Entry Period 2: Each winner will receive a JBL Clip 3 – Mustard Yellow Color. ARV: \$50.00 each.

Bubly Lime Instant-Win Prizes:

Ten (10) Bubly Lime Instant-Win First Prizes will be awarded, one (1) per Week for Entry Period 2: Each winner will receive a Fitbit Versa Smart Watch – Mint Color. ARV: \$255.00 each.

Ten (10) Bubly Lime Instant-Win Second Prizes will be awarded, one (1) per Week for Entry Period 2: Each winner will receive a JBL Clip 3 – River Teal Color. ARV: \$50.00 each.

Total ARV of all prizes is \$18,610.00. Limit one (1) Instant-Win Prize per Entry Period/per person/email address/household. An Instant-Win Prize winner is eligible to win the Grand Prize.

6. GENERAL: This Promotion 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, except as determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the prize becomes unavailable. Unclaimed prizes will not be awarded. 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. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participants' actual out-of-pocket expenses (e.g. costs associated with participating), and participants further waive all rights to have damages multiplied or increased. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prize, if any. Grand Prize winner will receive an IRS Form 1099 for the retail value of the Grand Prize. No groups, clubs or organizations may enter or win a prize. All other expenses on the receipt and use of a prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted or used by winner will be forfeited.

7. CONDUCT: By participating in this Promotion, participants 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 operation of the Promotion; 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 PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE APP OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVESS THE RIGHT TO SEEK**

DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY: Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate information submitted by participant, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Plays at any point in the operation of this Promotion; (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 Promotion; (d) inaccessibility or unavailability of any network or wireless service or the App or Website; (e) suspended or discontinued 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 Promotion or download of any materials in the Promotion. If, for any reason, the Promotion 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 Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted on the Website and a random drawing may be held from among all eligible, non-suspect Plays received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any participant (and all of his/her Plays/entries) from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the Play-submission process or if his/her fraud or misconduct affects the integrity of this Promotion. Sponsor reserves the right to correct errors in promotional materials. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR' OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.**

9. DISCLAIMER: No more than the stated number of prizes will be awarded. In the event that a programming, production, seeding or printing error or any other reason causes more than the stated number of prizes, as set forth in these Official Rules, to be available, awarded, and/or claimed, Sponsor reserves right to award only the stated number of prizes. Screen shots are not proof of winning status.

10. WINNER NOTIFICATION: If a prize is won by a minor, the prize may be awarded to his/her parent or legal guardian. Potential Grand Prize winner will be notified by email and will be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seven (7) of attempted winner notification as indicated by the date on the Affidavit. Failure to respond to the notification (as stated above) or return any required documents within the specified number of days may result in prize forfeiture. Potential Instant-Win Prize winners will be notified instantly with a prize confirmation notice on their computer screen with instructions on how to claim their prize (subject to verification and compliance with these Official Rules as determined by Sponsor in its sole discretion). For all winners: Sponsor is not responsible for suspended or discontinued Internet or wireless service or a change in winner's email address, which may result in a potential winner not receiving prize notification. If any winner notification is returned as undeliverable, if winner cannot be verified or if winner is otherwise unable to accept the prize as stated, prize may be forfeited. Upon forfeiture for any reason, no compensation shall be given. Prizes will only be awarded to participants residing within the United States. If any Instant-Win Prize is returned as undeliverable, such prize will be forfeited and Sponsor shall have no further liability to award that prize.

11. RELEASE OF LIABILITY: All participants, as a condition of participation, and winners (and their parent or legal guardians, if minors), by acceptance of a prize, agree to release the 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 and property which may be sustained in connection with submitting a Play or otherwise participating in any aspect of the Promotion, the receipt, ownership or use or misuse of any prize awarded or any typographical or other error in the printing of these Official Rules or the offering or announcement of any prize. Each winner

shall bear all risk of loss or damage to his/her 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, the winner's name, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor or Promotion Parties.

Sponsor's use of your personal information is subject to the privacy policy located at <http://www.pepsico.com/legal/privacypolicy>. Any communication between participant and Sponsor or its agencies regarding this Promotion (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly-available winner's list.

12. WINNERS' LIST REQUEST: To request the names of the winners, send a self-addressed, stamped envelope to: Bubly Flavor Voting Instant Win and Sweepstakes at Sodexo, 10 South 5th Street, 7th Floor, Dept. 888-7094, Minneapolis, MN 55402. Requests must be received by July 1, 2019.

13. SPONSOR: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, NY 10604.