

## Dew General Store Promotion

### TERMS AND CONDITIONS

The Dew General Store Promotion (“Program”) is offered at the sole discretion of Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604 (“Sponsor”). Program rules, terms, conditions, benefits or rewards may be modified at any time by Sponsor, with or without notice. Such changes may or may not affect previously earned points and rewards. Void where prohibited.

1. **PROGRAM PERIOD:** The Program period begins on January 1, 2017 at 12:00 a.m. Eastern Time (“ET”) and ends on December 31, 2017 at 11:59:59 p.m. ET (“Program Period”). Sponsor may terminate this Program at any time.
2. **ELIGIBILITY:** The Program is open only to legal residents one of the 50 United States (excluding residents of Alaska, the District of Columbia, Hawaii, Idaho, Montana, North Dakota, Washington and Wyoming) who are eighteen (18) (or nineteen (19) in AL or NE) years of age or older at the time entry. Employees of Prize Logic, LLC, Dollar General, Pepsi-Cola Company or its bottlers, and each of their respective parent, subsidiary and affiliated companies, distributors, advertising agencies, persons engaged in the development, production or distribution of materials for this Program (collectively, the "Program Parties") and the immediate family members (parent, child, sibling, and spouse of each) or persons living in the same household as such individuals (whether related or not) are not eligible to participate in the Program. No groups, clubs, newsletters or organizations may participate or redeem points in this promotion.
3. **HOW TO PARTICIPATE AND EARN POINTS:** To begin earning points, during the Program Period visit <https://www.thedewgeneralstore.com> ("Website"), follow the on-screen instructions and register for the Program and create an account, which includes providing your e-mail address along with a complete first and last name (no initials), ZIP code, confirm that you are at least 18 years of age or older and agree to these Terms and Conditions to set up your Program account ("Account"). Every participant will be required to register for the Program to create an account. After registering, during the Program Period, a participant can start earning points by:
  - A. Making a qualifying purchase at participating Dollar General Stores, while supplies last (“Qualifying Purchase”). Information on Qualifying Purchase products and points, visit the Website and click on the “Products & Points” tab.
  - B. Follow the instructions on the Website to submit the code printed on the Qualifying Purchase original register receipt. The code can be found at the bottom of the Qualifying Purchase receipt and must be submitted by January 31, 2018 at 11:59:59 PM ET, after which time all unused Points remaining in your Account shall be void.

It may take 24 hours or more for the Point(s) to show in your Account. Points can be used to redeem Rewards (see Section 5 below for details). Points have no cash value. Points may not be sold, traded, bartered, auctioned (including through Internet auction sites), transferred, given

away or obtained through any source other than from one of the methods mentioned above. Points are null and void and will be rejected if not obtained through authorized, legitimate channels. The "Account History" section of the Website is designed to record all transactions within your Account and Points used to collect Rewards. When logged onto your Account you can check your Account History for Point balances and details. Sponsor assumes no liability for discrepancies, delays, omissions, inconsistencies or errors in the number of Qualifying Purchases, number of Qualifying Purchase items on a Qualifying Purchase receipt, or the number of Points acquired as a result thereof as reported on the Website. The decisions of Administrator and Sponsor with respect to the Program, including without limitation, Qualifying Purchases, Account balances and Point transactions are final and binding and non-appealable in all respects. A Qualifying Purchase receipt that contains a purchase date outside of the Program Period, an invalid code, or that is inaccurate or contains illegible or incomplete information, will be rejected and not be honored.

**Limit one Account per person. You cannot submit the same Qualifying Purchase code more than once. You cannot submit more than five (5) Qualifying Purchase codes per day during the Program Period. Each Point can only be used once.** If a person creates multiple Accounts or attempts to participate in the Program using multiple identities, then Sponsor, in its sole discretion, may void any such Accounts. A day is defined as starting at 12:00 a.m. ET and ending at 11:59:59 p.m. ET on a calendar day during the Program Period.

Prior to submitting a Qualifying Purchase original register receipt on the Website, it is strongly recommended that you print and maintain the original or a photocopy for yourself of all materials submitted. **YOU SHOULD NOT SHOW OR GIVE YOUR RECEIPT TO ANY STORE EMPLOYEE FOR PURPOSES OF PARTICIPATING IN THIS PROGRAM.**

4. POTENTIAL FUTURE PROMOTIONS AND TO EARN BONUS POINTS: From time to time, Sponsor reserves the right but not the obligation to use their Points to enter other promotions. Details and Official Rules for other promotions will be posted on the Website or the website specific to the other promotions. Sponsor also reserves the right, but not the obligation, at its sole discretion, to distribute Points at various times throughout the Program Period through additional means which will be posted on the Website.

5. PROGRAM REWARDS:

A. REDEEM POINTS ONLINE FOR REWARDS. During the Program Period through January 31, 2018, available Points in your Account can be redeemed for rewards (each a "Reward"), while Rewards supplies last. For a list of Rewards and the amount of Points needed to redeem Rewards, click on the "View Gear" tab on the Website. The Website will list the number of Points required to redeem each specific Reward. You cannot redeem Points for Rewards unless you have accumulated the required corresponding number of Points in your Account. The number of Points required to redeem a Reward may change from time to time in the Sponsor's sole discretion without notice. To redeem Points for a Reward, log on to the Website, select the Reward you wish to order, and click the "Get it Now" button to access the confirmation and continue to purchase pages. Information about each Reward will be provided on the "Confirmation" page. Rewards

may be subject to additional terms and conditions as set forth when claiming the respective Reward. Except where required by law, Rewards cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. All Rewards are subject to terms and conditions set forth on the Website and herein. Once your order has been submitted, the required number of Points for the selected item will be automatically deducted from your Account. Points, once used, cannot be refunded, transferred or re-used. Rewards obtained through this Program are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Reward. Points must be redeemed on or before January 31, 2018 at 11:59:59 p.m. ET.

### **Revised 1/19/17**

- B. GREEN STATUS. Once you've entered twenty (20) valid codes during the Program Period, you will automatically achieve Green Status and be eligible to redeem points for Rewards exclusive to Green Status members in addition to the non-Green Status rewards, while Rewards supplies last. After the Program Period ends, your Green Status will expire and revert back to non-Green Status. For a list of Rewards and the amount of Points needed to redeem Rewards, click on the "View Gear" tab on the Website. The Website will list the number of Points required to redeem each specific Reward. You cannot redeem Points for Rewards unless you have accumulated the required corresponding number of Points in your Account. The number of Points required to redeem a Reward may change from time to time in the Sponsor's sole discretion without notice. To redeem Points for a Reward, log on to the Website, select the Reward you wish to order, and click the "Get it Now" button to access the confirmation and continue to purchase pages. Information about each Reward will be provided on the "Confirmation" page. Rewards may be subject to additional terms and conditions as set forth when claiming the respective Reward. Except where required by law, Rewards cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. All Rewards are subject to terms and conditions set forth on the Website and herein. Once your order has been submitted, the required number of Points for the selected item will be automatically deducted from your Account. Points, once used, cannot be refunded, transferred or re-used. Rewards obtained through this Program are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Reward. Points must be redeemed on or before January 31, 2018 at 11:59:59 p.m. ET.
- C. SHIPMENT OF REWARDS. Rewards will only be delivered to the email address you provided when registering your Account, subject to verification of eligibility and compliance with these Terms and Conditions. You cannot change your email address after creating your Account. Allow 60 – 90 days after verification of your Reward order for delivery. Each Reward ordered will be delivered separately. No responsibility is assumed by Sponsor for any emails or deliveries returned as undeliverable. No responsibility is assumed by Sponsor for a Reward after it has been sent to you.

D. REWARDS AVAILABILITY. All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a Reward offered are exhausted, the Reward will expire and will be designated on the Website as sold out and/or will be deleted from the Website and will no longer be available for redemption in the Program. Sponsor reserves the right, at its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one item exhaust. No exchanges, returns or refunds on Rewards are permitted for any reason. Sponsor does not guarantee the availability of any Reward for any period during the Program. Sponsor may, in its discretion, add new merchandise items for redemption during the Program Period. In the event that any Reward becomes unavailable, Sponsor reserves the right so substitute and item of equal or greater value in its sole discretion.

6. ACCOUNT VERIFICATION: All Accounts, Qualifying Purchases, and/or Points are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. No Rewards redemption will be valid if such Rewards redemption is associated with any Point deemed void for any reason, including without limitation, the following: (a) the Point is not verified or recognized as being validly issued by Sponsor in the Program; (b) the Point is determined to have been previously entered and used. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, or any of the Program Parties, shall not have any liability or obligation to the holder of a void game piece or to any third party, with respect to any void Point(s).

7. LIMITATIONS OF LIABILITY: No responsibility or liability is assumed by Program Parties or any of their respective affiliates, officers, directors, members, agents, or employees ("Releasees") for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online 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 transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions, including but not limited to, Reward delivery emails; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Program, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Program. Releasees are not responsible for any typographical or printing errors in these Terms and Conditions, or any inaccurate or incorrect data contained on the Website, including without limitation, the number of Points in an Account or the number of any Reward available, or 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 Program, or use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT

LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND THE REWARDS ARE 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 NONINFRINGEMENT. This Program 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 Program, 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 Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York City, 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 entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and participants further waive all rights to have damages multiplied or increased.

8. **MODIFICATION**: If for any reason Sponsor determines in its sole discretion that the Program is no longer capable of running as intended by these Terms and Conditions for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, including without limitation, any means of entry or redemption, at any time, including but not limited to, any occurrences described in Section 3 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Program. Sponsor may modify and amend these Terms and Conditions as they appear online from time to time during the Program for clarification purposes without materially affecting the terms and conditions of the Program.

9. **CONDUCT**: By participating in this Program, participants agree to be bound by these Terms and Conditions and the decisions of the Sponsor and Administrator which shall be final and binding in all respects. Participants further agree to be bound by the Terms of Service and the Privacy Policy both of which govern activities on the Website and at: <http://www.pepsi.com/en-us/terms> and <http://www.pepsico.com/Legal/PrivacyPolicy>, respectively. Failure to comply with these Terms of Service may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the operation of the Program, Website or any website, or to be acting in any manner deemed by Sponsor to be in violation of the Terms and Conditions; or to be acting in any manner deemed by Sponsor to be disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

10. **ACCOUNT HOLDER IDENTITY**: Each valid Account will be associated with Points in the name of the Account holder used at the time the Points were earned. In the event of a dispute regarding the identity of a participant, the Points earned will be declared made by the authorized Account holder (based upon information submitted at the time the Account was created upon

registration for this Program) and the participant may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. "Authorized account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

11. RELEASES: All participants, as a condition of participation in this Program, agree to release the Releasees (as defined in Section 7) 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 Program or any website, submitting an entry or otherwise participating in any aspect of the Program, the receipt, ownership or use of any Rewards received, or any typographical or other error in these Terms and Conditions 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 Rewards, except for any express manufacturer's warranty as may be included with the Rewards. Participant bears all risk of loss or damage to Rewards after it has been delivered.

12. SPONSOR: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604.