

**ALWAYS NEW PHOTO CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. MULTIPLE ENTRY DEADLINES APPLY.

1. Eligibility: Only legal residents of the 50 United States, and the District of Columbia, who are 13 years of age or older at the time of entry are eligible to enter the Always New Photo Contest ("Contest"). Entrants who are under 18 years of age at time of entry must have the written permission of a parent or legal guardian ("Parent/Guardian") to participate in the Contest. Entry information provided by children under age thirteen (13) will be destroyed upon receipt. **Void where prohibited** and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Promotional Partners, including Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company and each of their respective parent, subsidiary and affiliate entities and their respective officers, directors, agents, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such Sponsor, are not eligible to enter or win. Viacom Media Networks, Facebook, and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor(s) and/or Administrator in order to be eligible for a prize.

2. How to Enter: Eligible individuals ("Contestants") may enter the Contest by visiting <http://www.facebook.com/mallofamerica> (the "Website") and click on the Always New Contest tab to access the Contest application within the Website. Then follow the links and instructions to complete the registration form. By uploading a photo and submitting the entry form in accordance with the instructions on the Website, you represent that you have complied with the submission guidelines and content restrictions as specified on the Website. Entries are limited to one per person and email address per day. All entries will be deemed to have been made by the authorized account holder for the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification.

Submission Options: Entry photos must contain only you and no other persons. Entry photos must be owned by you. Entry photos must be provided in one of the following file formats: jpeg, or photo from entrant's Facebook page. In the event your Entry is chosen as the potential Prize winner, you may be required to submit all original Entry elements, as and if applicable, regardless of original format, size, or resolution and, if applicable, the highest resolution version of your Entry, to Sponsor within seventy-two (72) hours of first attempted notification, as more fully set forth in the "Winner Notification/Requirements" section below.

Eligible individuals must submit a photo (the "Submission") that meets the following requirements: (i) eligible individual must appear in the Submission (ii) the Submission must be taken at Mall of America (iii) the Submission must be an original photo created by the Contestant; (iv) the Submission must be attached as a jpeg or photo from entrant's Facebook page; (v) the Submission must not violate any copyright, trademark or other intellectual property laws or rights of any third party, and must be accompanied by a talent or other appropriate release from anyone appearing in the Submission; (vi) the Contestant must own all rights to the Submission, including but not limited to copyright, trademark and publicity rights; (vii) Contestant must have the legal right and any and all permissions necessary to submit the Submission; (viii) no person other than Contestant may appear in the Submission; and (ix) the Submission must accompany a properly completed entry or registration form. Only those entries and Submissions meeting all the requirements will be eligible for judging. False or deceptive entries or acts, as determined by Sponsor(s), will render the entrant ineligible. Entries that include lewd, immoral, defamatory, (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), threats to any person, place, business, group or world peace, or that invade the privacy or other rights of any person, firm or entity, or that in any other way violate applicable laws and regulations will render the entrant ineligible. All Submissions become the exclusive property of Sponsor(s), and none will be acknowledged or returned.

Submissions will be judged on the following criteria: (a) creativity; (b) how well the Submission reflects the theme of trying something new at Mall of America; (c) personality; (d) originality. The judge(s) will be qualified marketing and public relations professionals. All costs of materials, creation and entry of the Submission are the responsibility of the Contestant. Any entry or Submission that, in the opinion of the Sponsor(s) or Judge(s), is incomplete, blurry, unfocused or offensive will be disqualified.

Entry Period: The Contest Period begins on June 24, 2013 at 12:01 a.m. (Midnight) Central Time ("CT") and ends on Sunday, August 4 at 11:59 p.m. CT (the "**Entry Submission Deadline**"). Entries received after the Entry Submission Deadline or outside the Contest Period are void. **All entries must be received by Sponsor(s) on or before Entry Submission Deadline** as determined by Sponsor(s) clock. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook. Multiple entry deadlines apply.

Odds of Winning Odds of winning depend on the total combined number of eligible entries received.

3. Winner Notification/Requirements: Each potential Prize winner will be notified by email, mail or phone on or before August 5, 2013. Any potential Prize winner may be required to sign and return to Sponsor(s), within three (3) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, General Release & Waiver, and Publicity Release in the form or forms provided by Sponsor(s) (where and to the extent legally permissible) in order to claim the Prize. A Prize must be claimed within ten (10) days of the initial Prize notification to the potential winner, or the Prize will be forfeited. If a potential Prize winner cannot be contacted, or fails to sign and return the applicable Affidavit of Eligibility, General Release & Waiver, and/or Publicity Release within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize winner must continue to comply with all terms and conditions of these Official Rules, and winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of Prize notification or Prize as undeliverable, or disqualification of any potential winner for any reason may result in forfeiture of Prize, and the Judge(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will remain un-awarded.

If any potential Prize winner is a minor in his/her state of residence, as a condition to receipt of a Prize, the minor's Parent/Guardian must sign and timely submit the required Affidavit of Eligibility, General Release & Waiver and, where permitted by law, Publicity Release on behalf of the minor, and the Parent/Guardian shall also sign the General Release & Waiver and be personally legally bound by such General Release & Waiver. In Sponsor(s) sole discretion, the Prize may be awarded to the minor's Parent/Guardian rather than the minor, which Parent/Guardian shall then sign all required documents and assume all the responsibilities of the Prize winner.

4. Prize(s) and Donor(s): There will be a total of 6 winners, each winner will receive one (1) Mall of America Gift Card valued at \$1000 each (each, a "Prize"). The approximate retail value of each Prize is \$1000. One Winner will be chosen on each of the following dates: **July 1, 2013, July 8, 2013, July 15, 2013, July 22, 2013, July 29, 2013, and August 5, 2013. To be eligible to win, entrants must have submitted their entry by 12:01 a.m. CT on the day before the dates listed above.** Contestants may only win one time during Contest Period. Winner will not receive difference between actual and approximate retail value. Sponsor(s) make(s) no warranties concerning any component of a Prize that is not provided directly by Sponsor(s). Prize is non-transferable and not redeemable for cash, and no substitution will be made unless Sponsor(s), in its sole discretion, determines otherwise. Sponsor(s) reserves the right to substitute a Prize for one of equal or greater value, including cash, in Sponsor(s) sole discretion, if a Prize should become unavailable for any reason. Winner is solely responsible for reporting and paying any and all applicable federal, state and local taxes, and for any and all other costs, assessments, expenses, and fees associated with Prize award, receipt and use. If a Prize allows the winner to share the Prize with guests, Sponsor(s) may require each of the winner's guests to sign and return a General Release & Waiver and Publicity Release, as a condition for use of any component of the Prize. If a guest is a minor in his/her state of residency, the minor's parent or legal guardian must verify

and confirm his/her agreement to the General Release & Waiver and Publicity Release in order to participate in the use of any component of the Prize.

5. Release/Publicity Consent: As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional partners (including Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company) and judging agencies (the "Sponsor Group") Viacom Media Networks, Facebook, and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Contest or the Prize. If a Prize winner is a minor in his/her state of residence, the Prize may be awarded in the name of the parent or legal guardian, in the sole discretion of Sponsor(s), and such Parent/Guardian will be required to fulfill all eligibility and other requirements necessary, as determined by Sponsor(s), to claim the Prize. As a condition to receipt of any Prize, winners (or their Parent/Guardian in the case of minors) may be required to sign affidavits/disclaimers and tax forms, and winners (or Parent/Guardian in the case of minors) are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Contest and Prize award, receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, Submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in any media (including, without limitation, online) by Sponsor(s) and its promotional agencies, Contest partners, designees, successors and assigns, before, during and after the Contest, without compensation or right of review, attribution, or notice, in perpetuity. Winners (or their Parent/Guardian in the case of minors) may be required by Sponsor(s) to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.

6. Agreement to Official Rules: By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all matters related to the Contest.

7. General Conditions: Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures, computer virus, unauthorized intervention, or any other factor beyond Sponsor'(s) reasonable control that may affect or impair the administration, security, fairness or integrity, or proper functioning of the Contest. In the event there is more than one Sponsor and the Sponsors) are in disagreement over a modification, suspension, or termination of the Contest, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Contest. Sponsor(s), in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. Sponsor(s) is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, Submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.

8. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Federal District Court of Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

9. Governing Law: The Contest is governed by the laws of the State of Minnesota, without regard to any choice of law provisions. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor(s) in connection with the Contest and/or any Prize, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

10. Entrant's Personal Information: All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the website) except to the extent waived by a winner through agreement to a Publicity Release.

11. Sponsor(s) and Administrator: The Contest is sponsored and administered by MOAC Mall Holdings LLC, doing business as Mall of America, ("Sponsor(s)" and ("Administrator"), 60 East Broadway, Bloomington, MN 55425.

12. Winners' List/Official Rules: For a complete list of winners and/or copies of the Official Contest Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: PR Department, 60 E. Broadway, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Contest. These Official Rules will be posted on the Website during the Contest Period. All questions regarding the Contest can be referred to Rachel Oelke, Mall of America Retail Marketing Department at Rachel.Oelke@moa.net.