

**MUSIC FESTIVAL SWEEPSTAKES
OFFICIAL RULES**

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

1. Eligibility: Only legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry (residents of Alabama, Nebraska, and Wyoming must be 19 years of age, residents of Mississippi must be 21 years of age) are eligible to enter the Music Festival Sweepstakes ("Sweepstakes"). **Void where prohibited** and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Sponsor'(s) 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, Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company, its bottlers, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, Facebook, Twitter, Instagram, 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 may enter the Sweepstakes by completing an entry form provided by Mall of America in the Rotunda at Mall of America and submitting it into the Sweepstakes box. By completing an entry form you represent that you have complied with the submission guidelines and content restrictions as specified on the in these Official Rules. You must be present to win. Entries are limited to one (1) per person per email address. 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. False or deceptive entries or acts, as determined by Sponsor(s), will render the entrant ineligible. All entries become the exclusive property of Sponsor(s), and none will be acknowledged or returned. Sponsor(s) assumes no responsibility for lost, late or misdirected entries or for human error or technical malfunctions that may occur.

Entry Period: The Sweepstakes Period begins on Thursday, July 2, 2015 at 5:00pm Central Time ("CT") and ends on July 2, 2015 at 6:20 pm for the first drawing and at 6:35 pm for the second drawing (the "Entry Submission Deadline"). There will be one (1) drawing at 6:30pm and one (1) drawing at 6:45pm on July 2, 2015. Entries received after the entry submission deadline or outside the Sweepstakes Period are void. **All entries must be received by Sponsor(s) by 6:20 pm for the first drawing and at 6:35 pm for the second drawing on July 2, 2015** as determined by Sponsor'(s) clock. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook Twitter, or Instagram.

3. Odds of Winning Odds of winning depend on the total combined number of eligible entries received. The winner will be chosen in a random drawing to take place on or about drawing date and will be conducted using randomization methods selected by the Sponsor in his/her sole discretion. Eligible individuals may only win one time during the Sweepstakes Period.

4. Winner Notification/Requirements: Each potential Prize winner will be notified in person on Thursday, July 2, 2015. Drawing times for each Prize: 6:30pm and 6:45pm. You must be present to win. Any potential Prize winner may be required to sign and return to Sponsor(s), within four (4) 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 four (4) 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 Sponsor(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.

5. Prize(s) and Donor(s): Grand Prize (1): Two (2) grand prize winners will each receive a four (4) day/three (3) night trip for the Grand Prize Winner and one (1) guest (each, a "Guest") to a Music Festival July 31 – August 2, 2015 in Chicago, Illinois consisting of the following elements: (i) round-trip coach airfare for two (2) persons (up to \$1,300.00 value per ticket) from a Sponsor-selected major metropolitan airport near winner's residence ("airport of origin") and Chicago, Illinois; (ii) hotel accommodations for three (3) nights (one standard room, double occupancy, including room tax); (iii) two (2) tickets to a Music Festival event; (iv) ground transportation to/from Chicago airport and hotel, and between hotel and Festival event; and (v) \$300 gift card (each a "Grand Prize"). Total Approximate Retail Value ("ARV") of Grand Prize: \$6,100. Travel must be booked by July 12, 2015 by Travel Leaders. Travel restrictions, conditions and limitations may apply. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence and the airport of origin, beverages, food, gratuities and tips, taxes, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. Winner and travel guest must possess all necessary documentation required for air travel (e.g., valid photo identification). No responsibility is assumed by Sponsors for canceled, delayed, suspended or rescheduled event. Winners and guest must abide by all venue policies. The music festival venue reserves the right to revoke tickets from any winner or winner's guest who they or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring venue into disrepute. Sponsor reserves the right to select air carrier and hotel. Winner and travel guest must travel on the dates specified by Sponsor(s). No alternate dates are available. Winner and winner's guest must travel on the same itinerary; and must comply with all airport and venue security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner, provided sufficient time remains to verify alternate winner and ticket prize. Sponsor(s) reserves the right in its sole discretion to suspend or cancel the prize redemption of any winner or guest due to their noncompliance with any security procedure or inappropriate behavior or misconduct. Airline carrier and hotel regulations and conditions apply. Travel and lodging are subject to change and availability, and certain restrictions apply. Sponsor(s) will not replace any lost, misplaced, destroyed, mutilated, or stolen tickets, travel vouchers or certificates. 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. Prize elements may not be separated. The Grand Prize Winner and Guests will receive an IRS Form 1099 reflecting the value of the prize.

6. 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 and judging agencies (the "Sponsor Group") Facebook, Twitter, Instagram, Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company, its bottlers, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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 Sweepstakes 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 Sweepstakes 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 all forms of media (including, without limitation, online) on a worldwide basis by Sponsor(s) and its promotional agencies, Sweepstakes partners, designees, successors and assigns, before, during and after the Sweepstakes, without compensation or right of review, attribution, or notice, in perpetuity. Winner(s) (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.

7. Agreement to Official Rules: By participating in the Sweepstakes, 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 Sweepstakes. Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect the administration, security, fairness or integrity, or proper conduct of the Sweepstakes. 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. 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 Official 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. General Conditions: Sponsor(s) reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failure, computer virus, tampering, unauthorized intervention, or any other factor beyond Sponsor'(s) control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor(s) in its sole discretion. In the event there is more than one Sponsor and the Sponsors) are in disagreement over a modification, suspension, or termination of the Sweepstakes, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Sweepstakes. 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 Sweepstakes 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 Sweepstakes 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 provision of these Official Rules shall not constitute a waiver of that provision. 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.

9. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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.

10. Governing Law: The Sweepstakes 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 Sweepstakes 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.

11. 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.

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

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

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