

## 2016 GATORADE® "FUEL THE RIVALRY" SWEEPSTAKES

1. **SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. ET on August 19, 2016 and ends at 11:59:59 p.m. ET on October 31, 2016 ("Sweepstakes Period").
2. **ELIGIBILITY:** You must be a legal resident of the United States throughout the Sweepstakes Period who is 18 years or older at the time of entry. Employees of retailers, Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company and its bottlers, 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. **HOW TO ENTER:** To redeem the Offer during the Sweepstakes Period and be entered to win either one (1) pair of headphones or one (1) backpack ("Reward"), shop at specified retailers during the Sweepstakes Period (a "Qualified Purchase") and submit your receipt. **Separate purchase transaction receipts of Products to meet the Qualified Purchase will not be accepted.** Then, take a photo (or scan) of your entire original receipt clearly showing your Qualified Purchase along with the date, time, retail location where your purchase was made and receipt total ("Receipt") and submit it for Offer redemption using one of the following methods:
  - (a) **TEXT MESSAGE:** Text the keyword "RIVALRY" to 811811. You will first receive a text message with instructions on how to opt-out of receiving text messages if you choose to, along with a disclosure that you may receive up to ten (10) automated text messages to the mobile phone number you produce in order to redeem the Offer. You will then be given instruction for uploading your Receipt. Upon successfully uploading your Receipt, you will receive a text with a link to the Offer registration form where you will be asked to provide your name, email address, complete mailing address (no P.O. Boxes), prize selection if chosen and daytime phone number.;
  - (b) **INTERNET:** Visit [www.gatoraderivalry.com](http://www.gatoraderivalry.com) ("Web site") and follow the on-screen instructions to upload your Receipt and complete the Offer registration form as indicated.

Receipts must be received by 11:59:59 PM PT on October 31, 2016, regardless of the method of submission. You may only submit a Receipt once; duplicate submissions of the same Receipt will be disqualified. All Receipts are subject to verification; please allow approximately forty-eight (48) hours for Receipt validation. It is recommended that you retain your original sales receipt until you have received your Reward. Sponsor reserves the right, in its sole discretion, to substantiate Receipts and Offer redemption requests and to require any participant to provide additional identification, documentation, original UPC codes and/or original sales receipts for purposes thereof. Proof of submission of a request does not constitute proof of receipt of request by Sponsor. Upon Receipt validation, and if chosen as a winner, your Reward will be mailed to the address you provided on the Offer registration form. Please allow 3-6 weeks for delivery. **LIMIT: ONE (1) REWARD PER PERSON AND MAILING ADDRESS.**

4. **IMPORTANT INFORMATION re: TEXT MESSAGES:** By participating via text message, you consent to receive up to ten (10) one-time automated text messages to the number you provided, from Snipp Interactive Inc. ("Snipp"). Message and Data rates may apply. You understand that consent to receive text messages is not required to make a purchase. The text message you send is an electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from Snipp and/or Sponsor. **Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.** Participants are solely responsible for any such wireless charges. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate

via text messaging, you grant permission to Sponsor to contact you via return text message and you agree to accept all applicable charges associated therewith. Wireless service providers may charge for each text message, including any error message that is sent and received in connection with the Offer, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text **STOP** to **811811** at any time to stop receiving text messages, or **HELP** to **811811** for help.

In the event of dispute over the identity of a potential winner, an online or text message entry will be declared made by the authorized account holder of such email address or wireless phone number submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address or wireless phone number. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail, wireless phone number or postal address during the Sweepstakes Period. Proof of emailing/texting does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be acknowledged or returned. Each entry submission must be manually key-stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email/IP addresses or wireless phone number may be blocked.

5. **PRIZES:** Up to ONE THOUSAND (1,000) prizes will be awarded depending on the number of entries. Prizes includes: Stereo Headphones and Essence Backpacks. Winners will have option of choosing color (orange or crimson). Approximate Retail Value: up to \$50.00.
6. **DRAWING:** Winners will be selected in a random drawing from among all entries received by 11:59:59 p.m. ET on October 31, 2016. Drawings will be held throughout Sweepstakes Period. Drawing will be conducted by an independent judging agency, whose decisions are final and binding. Odds of winning a prize are approximately 1:3, but ultimately depend upon the number of eligible entries received. Up to one thousand (1,000) prizes will be awarded.
7. **WINNER NOTIFICATION:** Potential winners will notified by text, email or phone at the phone number or email address provided upon entry, within two (2) days of the drawing. If a potential prize winner is notified by text, email or phone, he/she will receive prize selected during registration process and will not have a chance to change this selection. Sponsor is not responsible for suspended or discontinued wireless service that may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner may be sent an Affidavit of Eligibility and Liability/Publicity Release to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within seventy-two (72) hours; or (iii) any required documents are not returned within the required number of days prize will be forfeited and may be awarded to an alternate winner. Allow three (3) to six (6) weeks for delivery of the prize following the notification process.
8. **GENERAL:** 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. Neither Sponsor nor Gatorade bears any responsibility for any aspect of a Reward after delivery to participant. Receipts that Sponsor determines to have been obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Fraudulent redemption requests (as determined by Sponsor in its sole discretion) will not be honored and could result in criminal or civil action to the extent allowed by law. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. Sponsor reserves the right at its sole discretion to reject participation of any individual who Sponsor determines, in its sole discretion: has tampered with or attempted to tamper with the Offer redemption process or the operation of the Offer or the Web site; has violated the Offer Terms and Conditions in any way; or has acted in a disruptive, harassing or otherwise improper or illegal manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. All Offer requests become the property of Sponsor and will not be returned.

9. **RELEASE OF LIABILITY:** By participating in this Offer, you agree to release and hold harmless the Sponsor, Snipp Interactive, Gatorade and their respective parent companies, subsidiaries, affiliates, retailers and advertising and promotions agencies and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from and against any and all liability or damages arising from or in connection with your participation in the Offer and/ or the acceptance, redemption, use, misuse, or possession of a Reward, including, but not limited to, liability arising from or in connection with third-party claims. The Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts or mail, or other errors or problems of any kind relating to or in connection with the Reward or the Offer, including but not limited to printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Offer or in any Offer-related materials. The Released Parties are further not responsible or for any damage to any computer system or mobile device resulting from participation in the Offer or accessing or downloading information in connection with the Offer. Sponsor reserves the right in its sole discretion to edit, modify or cancel any portion of this Offer in the event it is not capable of running as planned. Offer good while supplies last. Sponsor may, in its sole discretion, substitute an item of equal or greater value if the Reward becomes unavailable for any reason. 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.
10. **WINNER RELEASES:** All entrants, as a condition of entry into the Sweepstakes, agree to release 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 or property 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 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. The Official Rules will be posted at [www.gatoraderivalry.com](http://www.gatoraderivalry.com) throughout the Sweepstakes Period.

11. **QUESTIONS:** If you have any questions about this Offer or the status of your Reward, please send an email to [help@TBD.com](mailto:help@TBD.com).
12. **PRIVACY:** Any personally identifiable information collected from participant during participation in the Offer will be collected by Sponsor or its agents, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Offer as described in these Terms and Conditions, and in accordance with Sponsor's Privacy Policy located at <http://www.gatorade.com/privacy-policy>
13. **SPONSOR:** Pepsi Beverages Company, 7380 W. Sand Lake Rd #230, Orlando, FL 32819.

**NO PURCHASE NECESSARY TO ENTER OR WIN. TAKE A PHOTO HOLDING YOUR FAVORITE GATORADE FLAVOR AND EMAIL IT TO [GATORADERIVALRY@LAPINEINC.COM](mailto:GATORADERIVALRY@LAPINEINC.COM) TO BE ENTERED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE RESTRICTED OR PROHIBITED BY LAW. MESSAGE AND DATA RATES MAY APPLY.**

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