

Terms and Conditions

PEPSI® REWARDS+PLUS® PROGRAM RULES

Welcome to Pepsi Rewards+Plus® Program ("Program"). Pepsi Rewards+Plus is PepsiCo's way to say "thank you" to eligible PepsiCo Customers. By simply buying qualifying PepsiCo products, eligible customers are automatically enrolled.

As an enrolled member of the Program, you earn reward points ("Points") for every purchase of qualifying product. You can redeem your Points for valuable rewards ("Rewards") of your choice through this dedicated Program website. The complete schedule of earning opportunities and rewards can be found on the Program website at www.pepsirewardsplus.com ("Website").

PepsiCo is committed to serving you and working hard to help you grow your business. Through the Program, we hope to demonstrate our appreciation by providing you with something unique and valuable.

MEMBERSHIP BENEFITS

Membership is free and there are a number of terrific benefits you will be able to take advantage of as a member of the Program. Benefits include access to a wide array of hand-selected Rewards for you or your business. Points can be redeemed for Rewards listed on the Website. Such Rewards may include:

- Free PepsiCo Products (U.S. Members only)
- Electronics and Other Personal Merchandise
- POP Display and PepsiCo Merchandise
- Gift Cards

From time to time the Program may conduct contests and other promotions ("Promotions") for Program members. All such Promotions shall be governed by the official rules of each Promotion. Entry into a Promotion will constitute your acceptance of the applicable official rules.

Product availability may vary by location/country.

GENERAL PROGRAM INFORMATION

Program Administration

The Program is administered by Parago ("Program Administrator") on behalf of the Participating PepsiCo Bottlers ("Bottlers") and other PepsiCo-affiliated companies ("Other Partners"). At this point in time, Bottlers and Other Partners include:

Pepsi Beverages Company (PBC) (US Only), and PepsiCo Canada ULC and The Pepsi Bottling Group (Canada), Co. (Pepsi Canada) (Canada only). Bottlers and Other Parties are collectively referred to as the "Company".

Program Dates & Rules

The Program began on January 27, 2008 and extends indefinitely at the sole discretion of the Bottlers and Other Partners (collectively "Companies"). The Companies reserve the right to change these Program Rules at any time with or without prior notice. Any such changes will be shown in these Program Rules on the Website and will be effective immediately unless stated otherwise. Any changes to any printed version of the Program Rules will be contained in the next reprinting of that printed version. You are responsible for remaining knowledgeable about the Program's Rules.

Eligibility and Registration

The Program is only available to independent customers of Participating Pepsi Bottler(s) within the defined segment of Independent Restaurant and Bar (IRB), defined as a foodservice location with on-site catering and/or dining operations. For the avoidance of doubt, National Account customers (i.e., large accounts, primarily consisting of multiple locations operating as a chain across several regions, that have entered into a national account agreement with PepsiCo or the Pepsi Bottlers (s)) and locations whose primary business is vending, airlines, office coffee service, beverage distribution, mini-mart/convenience stores, retail grocery stores, warehouse/club stores, re-distribution, exporting or diverting cannot be eligible as an IRB and are specifically excluded from the scope of this Program. Certain aspects of the Program may require a valid, signed beverage sales/distribution agreement with the Bottler to be in force, as noted below. Customers must be an owner licensed pursuant to applicable state/provincial/territorial law (where required) in the jurisdiction where such owner conducts business, or an authorized employee of such owner who resides in the U.S. or Canada. Employees of PepsiCo or a Bottler or Other Partners and their immediate family members are not eligible to participate in this Program. Additionally, governmental entities or businesses receiving government funds (i.e., Safe Harbor) cannot become a member of the Program and/or accrue Points. The Company reserves the right to place a hold on Points or remove a Customer from the Program if the Customer is deemed “not in good standing” by a Bottler or Other Partners.

To enroll and become a “Member” in the Program, Customers must:

- Have a valid, recognized Customer/Account number from a Bottler
- Complete the Program enrollment form on the Website
- Read and agree to abide by these Program Rules located on this Website
- Have a current Account in good standing with the Bottler

Providing false information or omission of any information requested on the Program enrollment or redemption form may be grounds for denial of enrollment and/or forfeiture of Points in the Program Member's account.

In order to earn Points, a Member must have completed the enrollment process. Only purchases made after the Member's enrollment date will be eligible to earn Points.

Pepsi Rewards+Plus has two membership levels; Basic and Premium Membership. Basic Membership is available to qualifying PepsiCo Customers that meet the aforementioned eligibility requirements. Premium Membership is available to qualifying PepsiCo Customers that meet the aforementioned eligibility requirements, have a signed Beverage Agreement with PBC or Pepsi Canada and are in full compliance with the terms of the Beverage Agreement, including any exclusivity, sku and thruput requirements.

By registering to become a Member, you represent and warrant that you are doing so with the knowledge and consent of your employer, if applicable, and that your participation in the Program is not prohibited or restricted by any company or employment policies relevant to you.

Qualifying Purchases

During the Program Period, eligible Members may earn Points for net qualifying purchases (gross qualifying purchases less any returns). Qualifying purchases include purchases made only from Bottlers, and only on Eligible Products purchased during the Eligible Dates. The official listing of Eligible Products, Points per Case, and Eligible Dates can be found on the Program Website and is subject to change at any time.

Returns will result in reductions of Points at the same rate as they were earned. Qualifying products and services are subject to change from time to time. Members bear responsibility to visit the Website periodically and review changes to eligible product and services.

Earning Points and Point Expiration

Points will automatically be credited to an enrolled Member's account for Qualifying Purchases made by the Customer/Account number associated with the Enrolled Member.

Product returns will result in Reward Points being deducted from a Member's account. If there is a zero or insufficient point balance in the Program account at the time of the return the Program account will enter a negative status. The Company reserves the right to cancel any unfulfilled Reward from an account with a negative point balance.

Points will appear in the Members account as soon as practicable following a Qualifying Purchase. The Company expects to deposit Points within 3 weeks of Purchases, but is dependent on the Bottler to provide accurate, timely purchase data. If that data is not available, the Company may not meet this target time period.

Unredeemed Points will expire on the 1st business day of the 24th month after the Points were earned.

Redeeming Reward Points

All Rewards are subject to availability. Members can redeem Points by logging into the Website and ordering the desired Reward using the Points available in their account. Reward Points can only be redeemed for items found in the online Program catalog at the time of redemption. The full point balance required for the selected Reward must be available in your account at the time your order is placed.

Reward Points may not be transferred and must be redeemed by the primary Program Member. Once we receive your redemption request the Program will review your account to verify that you have sufficient Points to redeem the Reward requested and that such Points are valid. If the Reward is fulfilled and the Company later finds that you did not have sufficient Points for that Reward you will forfeit future point earnings until you accrue additional Points sufficient to meet the deficit.

Point values assigned to any Reward are subject to change from time to time without prior notice. We reserve the right to substitute Rewards of equal or greater value at any time. Should a Reward be discontinued, it will be replaced with a Reward of equal or greater value or, if no suitable substitute is available, you will be advised to make an alternate selection.

A street address and daytime phone contact number must be provided to process an order.

Except for appropriate returns as set forth below, all Rewards are provided and must be accepted AS IS. The Bottler, Other Partners, Administrator and its agents or representatives make no representations or warranties, express or implied, and each disclaims any and all liability as to the condition, quality, merchantability or fitness for a particular purpose of products and/or services provided by or through the Program.

Merchandise Return Policies & Process

You may return most new, unopened Reward merchandise items within thirty (30) days of delivery for a full refund of Points unless otherwise specified. In the event a return is a result of an error of the Program or a Fulfillment Provider (i.e., you received an incorrect or defective item, etc.), the return shipping costs will be covered by the party responsible for error. Items that are opened or returned more than thirty (30) days after delivery may receive a partial refund.

Returns will be processed according to the individual merchant process.

Members must be sure to include their name, address and Customer/Account number in the return package. Points will not be refunded until the Program has receipt of the Reward and verification that the Reward is not damaged, used or redeemed, if applicable. Program Members are responsible for ensuring accurate and timely return of the Reward. The Program is not responsible for lost, late, misdirected, mutilated, incomplete or illegible returns.

Trademark Notice

This website features many of the valuable trademarks owned and/or used by PepsiCo, Inc. and its subsidiaries and affiliates to distinguish products of outstanding quality. All other trademarks herein are the property of their respective owners.

Privacy

When you enroll in the Program we will collect your name, address, phone number and e-mail address. We use this information to administer your participation in the Program.

U.S. Members:

For Members in the U.S., the Program Administrator's Privacy Policy is available at www.pepsirewardsplus.com/privacy.

You can contact us or otherwise communicate your privacy concerns by:

- calling us at 1- 855-238-7041
- e-mailing us by using the "[Contact Us](#)" form on our site
- writing us at the address below (please include your e-mail address and phone number with your correspondence along with the information needed to support your request):

Parago - Pepsi Rewards+Plus Administrator
700 State Hwy 121 Bypass, Ste 200
Lewisville, TX 75067

ATTENTION: Privacy

Canadian Members:

For Members in Canada, please refer to PepsiCo Canada's Privacy Policy at http://pepsi.ca/en_privacy.htm?l=en-ca [note for the French translation: http://pepsi.ca/fr_privacy.htm?l=fr-ca]

All requests, questions or concerns about your Personal Information should be sent by mail, fax or e-mail to the following:

Privacy Officer
PepsiCo Beverages Canada
5205 Satellite Drive
Mississauga, ON L4W 5J7
Email: pbc-privacyofficer@pepsico.com
Fax No. (905) 212-7330

Consumers may also contact the Privacy Commissioner of Canada by calling 1-800-282-1376.

[note for French translation]

Toute demande, question ou plainte sur vos renseignements personnels doit être transmise par courrier, télécopieur ou courriel à l'adresse suivante:

Agent de la protection des renseignements
personnels
PepsiCo Canada Breuvages
5205, Satellite Drive
Mississauga ON L4W 5J7
Courriel: pbc-privacyofficer@pepsico.com
Télécopieur : (905) 212-7330

Les consommateurs peuvent également communiquer avec le Commissaire à la protection de la vie privée du Canada par téléphone au 1-800-282-1376.

Taxation and other Fees

All applicable federal, state, provincial and local income taxes, insurance, licensing, registration, liabilities, surcharges, title fees and any other fees connected to Rewards or the Program are the sole responsibility of you, the Program Member. All Members may be required to complete and return a Declaration of Compliance and Release in connection with each Promotion if they are selected as potential winners. For U.S. Members, winners of any Promotion may need to complete a Form W-9 and Bottler will report the value of the prize on a Form 1099 at the end of the year. Any Canadian Members selected as potential winners of any Promotion must correctly answer a mathematical skill-testing question prior to being declared a winner.

Governing Law and Dispute Resolution

This Arbitration section sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court. The term "Claim" means any claim, dispute, or controversy between you and Program Administrator or Companies, their affiliates, or any of their employees, officers, directors, or representatives arising from or relating to your participation in the Program, these Program Rules, any Reward and any prior agreement that you may have had with Program Administrator or the relationships resulting from your participation in the Program. Further, the term "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, statute, regulations, common law, and equity and is to be given the broadest possible meaning and includes, by way of example and without

limitation, any claim, dispute, or controversy that arises from or relates to (a) the Program account or any point balances on the Program account, (b) advertisements, promotions, or oral or written statements related to the Program or any Reward, or (c) the redemption for and use of any Reward.

Program Administrator or Company may elect not to use arbitration under this Arbitration section for any individual Claim that you properly file and pursue in a small claims court in your state or municipality as long as the Claim is pending only in that court.

Except as otherwise set forth herein, any Claim shall be resolved by arbitration pursuant to this Arbitration section and the code of procedure of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed.

In the U.S. claims shall be referred to American Arbitration Association ("AAA") as selected by the party electing to use arbitration. For a copy of the procedure to file a Claim, or for other information about this organization, contact them as follows:

Web site: www.adr.org.

In Canada, claims shall be referred to ADR Institute of Canada. For a copy of the procedure to file a Claim, or for other information about this organization, contact them as follows:

Web site: www.adrcanada.ca

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, YOU WILL NOT HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE AAA. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

This Arbitration section shall survive termination of the Program or your participation in it. If any portion of this Arbitration section is deemed invalid or unenforceable under any law or statute, it shall not invalidate the remaining portions of this Arbitration section, these Program Rules, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. In the event of a conflict or inconsistency between an arbitration organization's code of procedures and this Arbitration section, this Arbitration section shall govern.

Additional Program Rules

Rewards and Points have no cash value, cannot be exchanged for cash or credit, may not be used with any other offer, promotion or discount, cannot be combined with cash to obtain a Reward and cannot be earned from or transferred to any other account or rewards program.

- Program members have no ownership interest in accrued Points and accrued Points do not constitute property of the Members. Use of the word "earn" in marketing materials in relation to Program Points shall mean "collect" and shall not infer that the Points have any value until they are presented for redemption. Points may not be purchased or sold and are not transferable except as otherwise stated herein.

- Rewards will not be replaced if lost, stolen, destroyed or expired.
- This Program and its Rewards are not available and are void where prohibited by federal, state, provincial, or local law or regulation, as applicable.
- We are not responsible for typographical, photographic or other errors/omissions. Company reserves the right to correct such errors/omissions at any time even if it affects pending Reward redemption.
- By completing the Program enrollment, you accept all terms and conditions in these Program Rules and release Program Administrator and Companies and hold them and their affiliates and their employees, directors, officers, and representatives harmless from any claim, liability or damage relating to the Program or use of any Reward you request.
- Fraud or abuse relating to the accrual of Points or any redemption of Rewards will result in forfeiture of all accrued Points, as well as termination of your Program membership. Program Administrator and Companies reserve the right to pursue legal action in the event of fraud, misrepresentation, abuse or violation of these Program Rules.
- Points will not be credited to your account unless and until you have completed the registration requirements set forth herein.
- Points cannot be purchased.
- Other terms and conditions may apply to the Program. The Website will be updated from time to time with such additional terms and conditions.
- Additional terms and conditions may apply to each Reward.
- Company reserves the right to amend or revise the Program length, eligibility requirements, eligible brands and products, point awards and scope of the Program at any time.
- Neither the Program nor any Reward offered by the Program creates, constitutes or gives rise to any legal or contractual rights by Program members against Program Administrator or Companies.
- Program Administrator and Companies are not affiliated with any of the companies providing Rewards.
- Company reserves the right to remove access and place a hold on Points for any member deemed “not in good standing”
- It is the express wish of the parties that these Program Rules and all related documents be drawn up in English. [Note French translation: C’est la volonté expresse des parties que *[la présente convention]* ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.
- **PROGRAM ADMINISTRATOR MAKES NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY REWARD AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM THE USE OR ACCEPTANCE OF A REWARD.**

Other Questions

Any questions regarding your point balance, Reward ordering, Reward tracking, etc., can be directed to Pepsi Rewards+Plus Program at 1- 855-238-7041. Bilingual (English and French) operator customer service is available Monday through Friday, 7:00 am to 11:00 pm CST; Saturday, 8:00 am to 11:00pm CST; and Sunday 9:00 am to 11:00 pm CST.

ACKNOWLEDGEMENT AND ACCEPTANCE:

- By participating in the Program, you consent to the Program Rules. You are responsible for remaining knowledgeable about the Program's terms and conditions.
- You understand and acknowledge that (1) points expire 24 months after they are earned and (2) Program membership expires and is renewable by Companies in their sole discretion. Notwithstanding anything hereinabove to the contrary, Companies reserve the right to change or terminate the Program at any time, with or without prior written notice.
- These Program Rules supersede all previous Program Rules.

In the U.S., the terms and conditions of this Program are governed by and construed under the laws of New York (excluding conflict of laws provisions). In Canada, the terms and conditions of this Program are governed by and construed under the laws of Ontario (excluding conflict of laws provisions).