

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 Customers (as defined herein). By simply buying qualifying PepsiCo products (each an “Eligible Product”), eligible Customers are automatically enrolled.

As an enrolled member of the Program, you earn reward points (“Points”) for every purchase of an Eligible 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 (as defined herein). 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 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 Promotional Services, Inc. (“Administrator” or “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 Partners are collectively referred to as the “Company.”

Program Dates & Rules

The Company reserves 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 Rules, and your use of this Website will constitute your agreement with and acceptance of the then-current Program Rules.

Eligibility Requirements

The Program is only available to qualifying customers of the Company (each a “Customer”) 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 the Company 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 a Bottler or Other Partner 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 the Company 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.

Members are Customers who:

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

Providing false information or omission of any information that may be requested by Company or Administrator from time to time may result in Member’s forfeiture of Points deposited in Member’s account.

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

By using the Website, 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

Members may earn Points for net purchases of Eligible Products (gross purchases less any returns). Qualifying purchases include purchases made only from the Company, 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 Website and is subject to change at any time. For Eligible Products, Points per Case and Eligible Dates please see <https://www.pepsirewardsplus.com/Content.aspx?ID=1018>

Returns will result in reductions of Points at the same rate as they were earned. Eligible Products are subject to change from time to time. Members bear responsibility to visit the Website periodically and review any changes to the list of Eligible Product.

Earning Points and Point Expiration

Points will automatically be credited to a Member's account for purchases of Eligible Products made by the Customer/Account number associated with the Member.

Product returns will result in Points being deducted from a Member's account. In addition, the Company reserves the right to deduct Points from a Member's account if Member fails to make timely payment for the Eligible Products. 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 a Member's account as soon as practicable following the purchase of an Eligible Product. The Administrator expects to deposit Points within 3 weeks of purchase, but is dependent on the Company to provide accurate, timely purchase data. If that data is not available, the Administrator may not meet this target time period.

Unredeemed Points will expire on the 1st business day of the 25th month after the Points were earned.

Redeeming Points for Rewards

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. 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.

Points may not be transferred and must be redeemed by the authorized representative of 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 Administrator 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, and other requested information, 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 Bottlers, Other Partners, Program Administrator and each of their respective 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 Reward fulfillment provider designated by Administrator (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 provide all information requested by the individual merchant in the return package. Points will not be refunded until the Administrator has confirmation of receipt of the Reward and verification that the Reward is not damaged, used or redeemed, if applicable. Members are responsible for ensuring accurate and timely return of the Reward. Neither Administrator nor Company is responsible for lost, late, misdirected, mutilated, incomplete or illegible returns, including any failure to refund Points that may result.

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

As a Member, certain information will be collected from you, including but not limited to your name, address, phone number and e-mail address. Administrator will use this information to administer your participation in the Program.

U.S. Members:

For Members in the U.S., the Company'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):

Pepsi Direct
Attention: Pepsi Rewards+Plus
1100 Reynolds Blvd.
Winston-Salem, NC 27105

Canadian Members:

For Members in Canada, please refer to PepsiCo Canada's Privacy Policy at http://pepsi.ca/en_privacy.htm?l=en-ca 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: pbcc-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: pbcc-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 Member. Any Member who is selected as a potential winner of a Promotion may be required to complete and return a Declaration of Compliance and Release in connection with such Promotion. 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 Company, 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, any prior agreement that you may have had with Program Administrator relating to the Program, 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.

- 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 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, except at Company's sole discretion.
- This Program and its Rewards are not available and are void where prohibited by federal, state, provincial, or local law or regulation, as applicable.
- Neither Administrator nor Company is 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 Company and hold them and each of 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 Company 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 accepted the terms and conditions of these Program Rules 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 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 Members against Program Administrator or Company.
- Other than with regard to PepsiCo product and merchandise Rewards which may be provided by the Company, Program Administrator and Company 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.

- **NEITHER PROGRAM ADMINISTRATOR NOR COMPANY MAKE ANY 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 these Program Rules, as they may be modified or superseded from time to time. You are responsible for remaining knowledgeable about the Program's then-current Program Rules and terms and conditions.
- You understand and acknowledge that (1) points expire 24 months after they are earned and (2) the Company has sole discretion over any expiration or renewal of the Program and any individual's membership in the Program.
- Notwithstanding anything hereinabove to the contrary, Company reserves 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).

These Program Rules were last updated on November 1, 2011.