

PEPSI® / FOOD LION “2009 FALL FOOTBALL” SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASING ANYTHING WILL NOT IMPROVE YOUR CHANCES OF WINNING. SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE U.S. RESIDING IN ONE OF THE FOLLOWING STATES DE, FL, GA, KY, MD, NC, SC, PA, VA, TN, WV or DC WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. SWEEPSTAKES BEGINS OCTOBER 21, 2009 AND ENDS NOVEMBER 17, 2009. VOID WHERE PROHIBITED.

- 1. TO ENTER:** You will automatically receive one (1) entry in the PEPSI®/FOOD LION “2009 FALL FOOTBALL” SWEEPSTAKES each time you purchase any three of the following (any combination): PEPSI-COLA 2-Liter products (any flavor/variety), GATORADE® 20 oz. 8-packs and 12-packs (any flavor/variety), LAY'S® brand and RUFFLES® brand Potato Chips, 11 oz. or larger, and/or TOSTITOS® brand Tortilla Chips, 11 oz. or larger, using your MVP Card at a participating Food Lion store location between 12:00:01 a.m ET October 21, 2009 and 11:59:59 p.m. ET November 17, 2009. Limit one (1) entry per store visit/transaction. **NO PURCHASE NECESSARY TO ENTER.** You may also enter without purchase by mail. To enter by mail, hand print your name, complete street address and daytime phone number on a 3½ x 5 inch piece of paper. Mail completed entry, postmarked no later than November 17, 2009 to be received by November 24, 2009 to PEPSI®/FOOD LION “2009 FALL FOOTBALL” SWEEPSTAKES, P.O. Box 1014, Young America, MN 55594-1014. Enter as often as you like, but each mail-in entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, illegible or misdirected postal entries.

- 2. PRIZES:** Two (2) Grand Prizes will be awarded, each consisting of a trip for winner and three (3) guests to South Florida to attend Super Bowl XLIV scheduled to

occur on February 7, 2010 (hereinafter referred to as the "Game"). Grand Prize includes round-trip coach air transportation for winner and three (3) guests from an airport nearest the winner's home within the continental U.S. to Miami, FL, two (2) double occupancy standard hotel rooms for four (4) nights, ground transportation between airport and hotel, and hotel and events, four (4) tickets to the Game, \$250 in spending money, tickets for winner and three (3) guests to a Super Bowl party and two (2) gift bags. Estimated retail value ("ERV"): up to \$12,450 depending upon winner's point of travel origin. If Grand Prize winner resides within 150 miles of Miami, FL, ground transportation may be substituted in lieu of air transportation at the sole discretion of Sponsor. Selection of airline, hotel and Game seating assignment is at Sponsor's sole discretion. All other expenses not specifically mentioned herein are solely the responsibility of winner and guests. Sponsor will specify travel dates and all travel must be taken on dates specified; no alternative travel dates are available. All travel subject to availability and restrictions. Winner and guests must travel on same itinerary. Minor children may accompany winner as travel guest only if minor's parent or legal guardian is the winner or one of the winner's guests. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled events (including the Game and/or airline flights) beyond its control. Travel guests must sign and return a travel release before any ticketing or travel occurs. Winner and guests must have all necessary identification and/or travel documents (e.g. a valid U.S. driver's license) required for travel within the United States.

3. DRAWING: Prize winners will be selected in a random drawing from among all

entries received. Drawing will be conducted on or about November 30, 2009 by an independent judging organization whose decisions are final. Odds of winning depend upon the number of eligible entries received.

4. ELIGIBILITY: Sweepstakes open only to legal residents of the United States residing in one of the following States DE, FL, GA, KY, MD, NC, SC, PA, VA, TN, WV or D.C. who are 18 years of age or older at the time of entry. Employees of participating Food Lion stores, Pepsi-Cola Company ("Sponsor") 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"), the NFL Entities (as defined below) and immediate family members of such employees and persons living in the same household as such employees are not eligible to win. Limit one (1) prize per name, address and/or household.

5. GENERAL: 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, except as determined by Sponsor in its sole discretion. Mail received without a verifiable and legible return address may not be accepted at Sponsor's sole discretion. Void wherever prohibited or restricted by law. Prize winner will be solely responsible for paying all applicable federal, state and local taxes on prizes; if applicable, winner may receive an IRS Form 1099 for the retail value of the prize. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the judges, which shall be final and binding. Sponsor assumes no responsibility or liability for (a) any technical malfunction, failure, error, or omission with regard to any equipment,

communication lines or systems utilized in the operation of the Sweepstakes and/or the transmission/submission of entries, (b) or any unauthorized access to or destruction of entries in the operation of this Sweepstakes, and (c) any incorrect data contained in any Sweepstakes entry or the records of the participating account associated with the MVP Card. Sponsor reserves the right to cancel or modify the frequent shopper entry portion of the sweepstakes if fraud, misconduct or technical failures destroy the administration, security, or proper administration of the program as determined by Sponsor in its discretion. If the frequent shopper entry portion is cancelled for any reason, a random drawing will be conducted from among all eligible frequent shopper card and mailed entries received up to the point of cancellation. In the event of any dispute regarding the identity of a potential winner, a MVP Card sweepstakes entry will be deemed submitted by the individual listed as the holder of the MVP Card in the records of the participating account. It is solely the responsibility of the card holder to notify the participating account of any address change.

6. WINNER NOTIFICATION: All potential winners will be notified by mail or phone at the address indicated in the mail-in entry or on file with the loyalty card account. Prize winners may be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within seven (7) days of the date on the notification letter as a condition of prize award. If the required documents are not returned within the required number of days, or if any notification mail is returned to Sponsor as undeliverable mail without a forwarding address, the prize may be forfeited and an alternate winner may be selected at Sponsor's sole discretion. Any portion of any prize not accepted by winner shall be forfeited. If applicable, allow four (4) to six (6) weeks for delivery of prize following completion of notification process.

7. RELEASE OF LIABILITY: All winners, by acceptance of a prize, agree to release the NFL Entities (as defined below), Sponsor and Promotion Parties, and each of their respective parent, subsidiaries and affiliated companies and their respective shareholders, officers, directors, employees, agents, successors and assigns from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to and/or from any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded. Winner shall bear all risk of loss or damage to prize after delivery. Upon request, winners must consent (and confirm such consent in writing) to the use of their name, voice, picture or other likeness without compensation for promotional purposes in all media as determined by Sponsor, except where prohibited by law.

8. WINNERS' LIST: For a list of the major prize winners, send a self-addressed stamped envelope before February 28, 2010 to PEPSI@/FOOD LION "2009 FALL FOOTBALL" Winners' List, P.O. Box 753673, El Paso, TX 88575-3673.

9. SPONSOR: Pepsi-Cola Company, 700 Anderson Hill Road, Purchase, New York 10577.

10. THE NFL ENTITIES: The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees

(collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded.

The NFL Entities have not offered or sponsored this sweepstakes in any way.
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