

GREEN LABEL GEAR PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. INTERNET ACCESS AND REGISTRATION REQUIRED. GAME SUBJECT TO THESE OFFICIAL RULES POSTED AT THE PROMOTION WEBSITE (PEPSI.YAHOO.COM/GREENLABEL). GAME OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR DISTRICT OF COLUMBIA THROUGHOUT THE PROMOTION PERIOD WHO AT THE TIME OF ENTRY ARE THIRTEEN (13) YEARS OF AGE OR OLDER AND IN THE STATE OF MAINE THE PROMOTION IS ONLY OPEN TO PARTICIPANTS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES. VOID WHEREVER PROHIBITED BY LAW.

ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

- 1. PROMOTION PERIOD.** The Mountain Dew “Green Label Gear” promotion (the “Promotion”) period begins September 9, 2009 at 12:00:01 a.m. ET and ends November 15, 2009 at 11:59:59 p.m. ET (the “Promotion Period”). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Pepsi-Cola Company, Purchase, New York (“Sponsor”), whose decisions shall be final and binding in all respects.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who at the time of entry are thirteen (13) years of age or older and in the State of Maine the Promotion is only open to participants who are eighteen (18) years of age or older. Officers, directors and employees of Pepsi-Cola Company, its bottlers, We Superlative Conspiracy, Inc, (WeSC), New Era, Casio, Zoo York, LLC, Burton, Adidas, Yahoo! Inc., prize suppliers, each of their respective parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion (collectively, “Promotion Parties”) and the immediate family members (parent, child, sibling, spouse) of and/or persons living in the same household as such individuals (whether related or not) are

not eligible to win. No groups, clubs, newsletters or organizations can participate in this Promotion on behalf of the group, club or organization. If a potential prize winner is a minor, the applicable prize may be awarded to his or her parent or legal guardian, who will be required to sign all prize acceptance documents and assume all responsibilities of the prize winner.

- 3. WHERE TO FIND CODES:** Look for a unique ten (10)-character alphanumeric code (each, a “Code”) underneath red or orange bottle caps on 20 oz. and 1-liter bottles of Mountain Dew products. For 16 oz Aluminum Bottles: A code is the twelve character alpha-numeric code on the second line of print (“Code”) on the bottom of specially marked 16 oz Green Label Artist Aluminum Bottles. Participating brands include: 20 oz. bottles of Mountain Dew, Diet Mountain Dew, Mountain Dew Code Red, Diet Code Red, Mountain Dew Live Wire, and Mountain Dew Voltage; 1-liter bottles of Mountain Dew, Diet Mountain Dew and Mountain Dew Code Red available at participating locations during the Promotion Period or until supplies of specially-marked packages are exhausted. Not all brands and package sizes may participate or be available in all areas. In addition, Sponsor reserves the right, at its sole discretion, to distribute Codes at various times throughout the Promotion Period through additional means which may include, without limitation, the following: (a) on game cards distributed at select sampling sites and sporting events, (b) by e-mail to online subscribers of Pepsi Xtras Newsletter and/or Dewletter (subject to the terms and limitations set forth in such e-mail) (c) on promotional Fountain cups; (d) by text message to consumers who have opted to receive information about Pepsi promotions via text message. In limited areas, certain caps on specially-marked 20 oz. and 1-liter bottles may contain a product offer (see Rule 11) instead of a Code. Total number of Codes distributed by Sponsor throughout the Promotion Period is approximately 250,000,000 based upon an estimated number of game pieces produced at the time of printing of these Official Rules; actual number may vary. If any part of any game piece or Code (“Promotional Materials”) is counterfeited, or if the game piece or Code comes from other games or promotions, or if any part is illegible, mutilated, eaten or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the game piece or Code, as applicable, will be rejected and will be deemed void and invalid. Each participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of game pieces, Codes and other materials submitted for verification. **NO TRANSFER:** Codes and/or Accounts cannot be sold, traded, bartered, assigned or transferred to or shared with

a third party, auctioned through an online auction site, or otherwise or obtained through any source other than from one of the methods mentioned above or through the following “No Purchase Necessary” method of entry. Promotion Materials are null and void and will be rejected if not obtained through authorized, legitimate channels. **NO PURCHASE**

NECESSARY: To receive one (1) free game piece and a copy of these Official Rules, while supplies last, send your name and complete address postmarked on or before October 28, 2009 to: Green Label Art Gear, P.O. Box 750391, El Paso, TX 88575-0391. Limit one (1) free game piece per request per hand-addressed stamped outer envelope. No photocopies or mechanically reproduced requests will be accepted. Pepsi-Cola Company assumes no liability for lost, late, stolen, illegible, incomplete, misdirected, mutilated or postage-due mail or requests.

4. **REGISTER ON-LINE :** Go to www.mountaindew.com during the Promotion Period, click on the promotion banner, and then follow the on-screen instructions and register for the Promotion using your Yahoo! ID along with a complete, valid name, address, phone number, gender and date of birth and set up your free Promotion account (“Account”). Limit one (1) Account per person. If you are not an existing Yahoo! ID holder, follow the instructions to register for a free Yahoo! account before you can register for the Promotion. You will be asked to provide your first and last name, physical mailing address, telephone number and email address. You may also be asked to answer optional questions; however, they may not need to be answered in order to be eligible for the Promotion. The Yahoo! database clock will be the official timekeeper for this Promotion.
5. **ENTER CODE(S) INTO YOUR ACCOUNT:** To enter go to Promotion Website (pepsi.yahoo.com/greenlabel) and follow the instructions during the Promotion Period to enter your Code online, follow instructions on screen to enter the Code exactly as it appears and click “submit”.

Each time you enter a valid Code during the Promotion Period your Account will receive one (1) entry into one (1) sweepstakes drawing of your choice (see Rule 6 below for details on selecting your sweepstakes drawing). Sweepstakes Codes have no cash value.

Sweepstakes Codes expire at the end of the Promotion Period; any unused Sweepstakes Codes remaining in an Account after this time shall be void. The “Account History” section of the Promotion Website will record all transactions within your Account, including the last ten (10) Codes entered and used for sweepstakes entry. When logged onto your Account you can check your Account History for balances and details. Codes expire 11:59:59 PM ET

11/15/09. Sponsor assumes no liability for discrepancies, omissions, inconsistencies or errors in the number of Codes entered or the number of Codes acquired as a result thereof as reported on the Promotion Website. The decisions of Yahoo! and Sponsor with respect to Code entry, Account balances and Sweepstakes Code transactions are final and binding in all respects. Sponsor reserves the right to limit the number of Codes entered into an Account and/or the number of invalid entry attempts on a daily basis, or alter or modify any posted Code entry limits, at any time and without prior notice.

6. SWEEPSTAKES ENTRY:

A. SELECT THE DRAWING YOU WISH TO ENTER: Browse the Promotion Website and select the drawing you wish to enter. There will be at least one (1) drawing from each prize category each day of the Promotion Period (see Rule 7).

B. USE A SWEEPSTAKES CODE TO ENTER: To enter your selected drawing, indicate the number of Sweepstakes Code you wish to use (each Sweepstakes Code you use is worth one (1) entry into that drawing) and click "enter now". Each time you enter a drawing, the number of Sweepstakes Code you use will be automatically deducted from your Account. You may allocate as many Sweepstakes Code into one (1) drawing as you wish, provided those Sweepstakes Code are in your Account at the time of entry.

7. SWEEPSTAKES DRAWINGS: There will be at least one (1) drawing from each prize category each day of the Promotion Period beginning September 9, 2009 through November 15, 2009, one (1) daily Grand Prize drawing for each day of the Promotion Period, and one (1) Final Drawing on 11/21/2009 for all non-winning entries received during the Promotion Period. Each valid Sweepstakes Code entered will have one (1) chance to win in a specified category and is not eligible for any prior or subsequent category drawings. All valid Sweepstakes Code are eligible for one (1) Grand Prize sweepstakes entry for that day's Grand Prize Drawing and not for any other subsequent daily Grand Prize Drawings. Drawings will be conducted by an independent judging organization selected by Sponsor ("Judges") whose decisions shall be final (see Rule 14). Odds of winning depend on the number of entries received for each prize category for each daily drawing Codes entered are subject to verification according to these Official Rules (see Rule 12). Entries are subject to verification. No responsibility is assumed by Sponsor for any inability of a potential entrant to successfully enter any drawing due to circumstances outlined in Rule 14 below or

otherwise. Sponsor reserves the right to reschedule any drawing in accordance with Rule 16 below.

8. PRIZES:

<u>Category/Prize Description</u>	<u>Quantity Awarded Per Day for 68 days</u>	<u>Winner Per Category per household Limit*</u>	<u>Approximate Retail Value</u>
(Category 1) Burton® Operator Snowboard Screenprint on wood with Infinite Ride™, Carbon I-Beam™ and Pressure Distribution Edges. Only one available size (size 158).	40	1	\$429
(Category 2) New Era 6-Panel Snapback hat. Screenprint and embroidery on cotton with silk-lined interior.	121	1	\$55
(Category 3) Adidas® Sneakers. One (1) pair of sneakers (“Adidas® Superstar 2), Mixed media on full-grain leather upper with rubber shell toe and herringbone pattern outsole. Available size and manufactured quantities are limited. In the event your size is not available at the time of redemption, you will be awarded a \$100.00 gift card good towards a purchase on Adidas.com.	55	1	\$100
(Category 4) WeSC® Headphones: WeSC Bongo Beat-centric materials including 40mm power drivers, 1 kHz sensitivity: 120 dB and 20 - 20 001 Hz frequency range.	75	1	\$95
(Category 5) G Shock® DW-6900CS-1 Watch Shock resistant materials with countdown timer and 1/100 second stopwatch.	35	1	\$120
(Category 6) Zoo York, LLC Hoodie M,L,XL,XXL. Screen-print on cotton. 320 gram fleece hoodie with sublimated print jersey lining, direct embroideries and printed twill patch.	85	1	\$75
Grand Prizes (entire collection). One (1) Grand Prize will be awarded for each day of the promotion, including a Burton®	1	1	\$874

Operator Snowboard, a New Era Hat, a pair of Adidas® Superstar 2 Sneakers, a WeSC® Headphone set, a G Shock® DW-6900CS-1Watch, and a Zoo York, LLC Hoodie.			
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* Limit 1 prize per Category per name, address registered email address and/or household.

Visit the Promotion Website regularly for daily prizes and see the current number of entries entered per category for each day’s drawing. Prizes pictured on the Promotion Website are for promotional purposes and may not be the actual prize awarded.

9. FINAL DRAWING: All valid non-winning entrants received during the Promotion Period will be automatically entered in to the Final Drawing for a chance to win one (1) entire collection of Green Label gear item (ARV:\$874). One (1) Prize will be awarded. Final drawing winner will be randomly selected. Odds of winning depend upon the number of non-winning entrants received during the Promotion Period. The Final Drawing will be held on or about 11/21/2009 by an independent judging agency whose decisions shall be final.

10. PRIZE WINNER NOTIFICATION: Potential Prize winners may be notified by mail at the postal address provided at the time of registration on the Promotion Website. Each potential Prize winner may be required to sign and return an Affidavit of Eligibility and Liability Release (“Affidavit”) within ten (10) days of the attempted winner notification (as indicated by the date referenced in the Affidavit). Failure to return the Affidavit within ten (10) days may result in Prize forfeiture, and an alternate winner may be selected. Any mail returned as undeliverable without a forwarding address may result in Prize forfeiture and an alternate winner may be selected at Sponsor’s discretion. Prizes will be sent to winners at the postal address provided during registration on the Promotion Website. You are responsible for keeping your postal address updated on the Promotion Website. Sponsor is not responsible for mail returned as undeliverable in accordance with Rule 13. Allow 8 to 10 weeks for delivery of Prize by mail following notification process. Prizes will only be delivered to addresses within the United States.

11. MOUNTAIN DEW FREE PRODUCT OFFERS: The following Pepsi product offers below are only available in limited areas on specially-marked closures of 20 oz. and 1 liter bottles in lieu of a Code; check a specially-marked label to see if such offers are available in your area. **(a) BUY ONE 20 OZ., GET ONE 20 OZ. FREE offer** of any participating Mountain Dew product and get one free 20 oz. bottle on your next store transaction, max. retail value

up to \$1.49. Odds are 1 in 8 (in areas where available) OR **(b) BUY ONE 1 LITER, GET ONE 1 LITER FREE** offer of any participating Mountain Dew product and get one free 1-liter bottle on your next store transaction, max. retail value up to \$1.79. Odds are 1 in 8 (in areas where available). **TO REDEEM OFFERS**, present bottle cap with the buy-one-get-one-free message at a participating retailer on your next store visit before the end of the Promotion Period when you buy one 20 oz. (or in some areas, a 1-liter bottle) of any Mountain Dew product, and get another 20 oz. (or if applicable, another 1-liter bottle) for free. Redeem by the end of the Promotion Period. Not all retailers may be participating. You pay deposit charge and/or sales tax, if applicable. Limit one (1) redemption per person per store visit. NOTE: BOTTLE CAPS PRINTED WITH THESE OFFERS WILL NOT CONTAIN A GAME CODE FOR THE GREEN LABEL GEAR PROMOTION. Odds for product offers are based upon the estimated number of game pieces produced at the time of printing of these Official Rules; actual number may vary.

12. CODE LIMITS: All Codes are subject to verification in accordance with these Official Rules. Limit one (1) Sweepstakes Code entry per verified Code entered. Each Code can only be used once. Only the Code on Green Label Gear Red and Orange bottle caps, game pieces and 16 oz Aluminum Green Label Artist Bottles will be valid; no other codes from any other products, promotions or any other part of a participating package are valid. Codes entered by one person into multiple Accounts under different e-mail addresses and/or passwords may be voided by Sponsor at its sole discretion. No groups, clubs or organizations can register an Account or participate in the Promotion. Possession of a Code (or game piece with Code) does not constitute proof of entering Code into any particular Account. Total Maximum number of valid Codes per person that can be entered at the Promotion Website is 1000, including a maximum numbered entered for 408 manufacturing codes found on Green Label Artist 16oz Aluminum Bottles throughout the Promotion Period, regardless of means of submission. Codes that are not verified or recognized as invalid by Sponsor or that are deemed as previously entered and used will be void and not eligible for entry in the Sweepstakes. All Codes must be entered by the deadline dates, as specified in Rule 6. Codes/Sweepstakes Code in a particular Account cannot be transferred to or combined with or shared with any other Account.

13. GENERAL CONDITIONS: Unclaimed prizes or prizes returned to Sponsor as undeliverable without a forwarding address will result in prize forfeiture and will not be awarded. No substitution of any prize is offered, no transfer of any prize to a third party permitted and non-cash prizes are not redeemable for cash value. Prize winners are responsible for any applicable federal, state or local taxes on prize; if applicable, winner may receive an IRS Form 1099 for tax purposes for the value of the prize. Any difference between actual value of prize and approximate value of prizes as stated in these Official Rules will not be awarded. Sponsor reserves the right to award a prize of equal or greater value in the event the published prizes become unavailable. Any difference between the stated estimated value of a prize and actual value of prize will not be awarded. Prize recipients are responsible for all applicable federal, state, and local taxes, if any, on a prize. You are not entered into a Sweepstakes until your Sweepstakes Code has been submitted and verified in accordance with these Official Rules, and you have fully complied with these Official Rules.

14. GAME PIECE/CODE VERIFICATION: All caps/game pieces and Codes are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. Caps, game pieces and Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by Sponsor in its sole discretion, to be unauthorized, illegitimately obtained (i.e., through means other than those stated in Rule 3) or if they contain an unauthorized message, code or other marking not issued by Sponsor for use in this Promotion, or if defective or if they contain printing or other mechanical errors or are printed or produced in error or are illegible or unreadable or blank. No prize claim will be valid if such entry is associated with any Sweepstakes Code deemed void for any reason, including without limitation, the following: (a) Sweepstakes Code is not verified or recognized as being validly issued by Sponsor in the promotion; (b) Sweepstakes Code is determined to be previously entered and used; (c) Sweepstakes Code is incorrectly or incompletely entered or submitted; or (d) Sweepstakes Code or corresponding cap/game piece is otherwise void. Sponsor shall have no obligation to the holder of any void cap/game piece or Sweepstakes Code. Notwithstanding the foregoing, Sponsor may, at its sole discretion and without obligation, elect to replace an illegible game piece with one (1) randomly selected game piece, if appropriate, upon request while supplies last. Sponsor reserves the right to inspect and examine any illegible game piece prior to issuing a replacement. Replacements shall be issued at Sponsor's sole discretion and may be

denied in the event of non-compliance with these Official Rules. Except as expressly stated above, Sponsor shall have no liability or obligation with respect to any void game piece.

15. LIMITATIONS OF LIABILITY: No responsibility or liability is assumed by the Sponsor and Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Promotion Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Promotion Website in whole or in part for any reason; traffic congestion on the Internet or Promotion Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Promotion. Sponsor and Promotion Parties are not responsible for any typographical or printing errors in the Codes, any display or announcement of Sweepstakes prizes or these Official Rules, or any inaccurate or incorrect data contained on the Promotion Website, including without limitation, the number of entries entered in any particular drawing, or any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion, or use of or download of any information from the Promotion Website or the use of or download of any music downloads. Use of www.mountaindew.com and Promotion Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Under no circumstances will Sponsor and Promotion Parties be liable for punitive, incidental, consequential, or any other damages.

This Promotion is governed by the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Promotion, you agree that any and all disputes which cannot be resolved between the parties, and

causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and participants further waive all rights to have damages multiplied or increased.

16. MODIFICATION: In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the promotion is no longer capable of running as intended by these rules for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of entry, at any time if any aspect of the Promotion is not capable of running as planned or as intended by these Official Rules for any reason whatsoever, including but not limited to, any occurrences described in Rule 15 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion, as determined by Sponsor in its sole discretion, or if Sponsor determines that more prize claims are submitted and/or more prize notices are distributed than the number of prizes offered in these Official Rules. 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 the eligible entries received up to the time of the impairment, and neither Sponsor nor its Administrators shall have any further liability to any participant in connection with the Promotion. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Promotion.

17. CONDUCT: By participating in this Promotion, participants agree to be bound by these Official Rules and the decisions of the Judges which shall be final and binding in all respects; and the Yahoo! Terms of Service, located at <http://docs.yahoo.com/info/terms/> and the Yahoo! Privacy Policy, located at <http://privacy.yahoo.com>, both of which govern

activities on the Promotion Website. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Code redemption process or the operation of the Promotion or any Website, or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

- 18. YAHOO! ACCOUNT HOLDER IDENTITY:** Each valid Code submitted into an Account will be associated with "points" in the name of the holder of the Yahoo! ID used at the time of Code submission. In the event of dispute regarding the identity of the holder of the Yahoo! ID, dispute will be resolved in favor of the individual who is both the authorized holder of the Yahoo! ID and password associated with the Account (based upon information submitted at the time the Account was created or updated upon registration for this Promotion) and, if available, the "authorized e-mail account holder" of the "alternate e-mail address" provided when the Yahoo! ID was created. "Authorized e-mail account holder" is defined as the natural person assigned an e-mail address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If there is a discrepancy between the names of the person listed as the "authorized holder of the Yahoo! ID" and the "authorized e-mail account holder" of the alternate e-mail address provided when the Yahoo! ID was created, that Yahoo! ID will be disqualified and prize and/or points will be forfeited. Potential prize winner or participant may be required to provide proof that he/she is the authorized Account holder as described above.
- 19. RELEASES:** All entrants, as a condition of participation in this Promotion, agree to release Sponsor and Promotion Parties, Pepsi-Cola bottlers, their respective parent companies, subsidiaries, affiliates, divisions, suppliers, printers, distributors and advertising, promotional

or judging agencies, 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 accessing the Promotion or any Website, submitting an entry or otherwise participating in any aspect of the Promotion, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any express manufacturer's warranty as may be included with the prize. Winner bears all risk of loss or damage to prize after it has been delivered. Except for residents of TN and 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 Promotion Website or any Sponsor websites) the winner's name, address, voice, statement, picture or other likeness, without additional compensation, review or consent in connection with this Promotion for public relations, advertising and promotional purposes as may be determined by Sponsor.

20. WINNERS' LIST: For a list of the Sweepstakes prize winners for prizes valued at over \$25, send your name and complete address postmarked by 10/28/09 to: Green Label Gear – Winner's List, P.O. Box 750448 El Paso, TX, 88575-0448.

21. SPONSOR: This promotion is sponsored by Pepsi-Cola Company, Purchase, New York 10577.

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