MIDWINTER EXECUTIVE CONFERENCE 2020
SWEEPSTAKES RULES AND PROCEDURES

These rules and procedures are available at https://www.fmi.org/midwinter-conference or by contacting the FMI (“Administrator”) at 202-452-8444.

AGREEMENT TO ABIDE BY THE RULES - By accepting a ticket to the Midwinter Executive Conference 2020 Sweepstakes (the "Sweepstakes"), participants confirm that they have read, understand, and agree to abide by these rules and procedures (the "Rules").

QUESTIONS - Questions concerning the Sweepstakes or the Rules should be directed to the Administrator at 202-452-8444.

SWEEPSTAKES – PepsiCo has donated a prize for distribution to an eligible prize winner at the PepsiCo Presents: Road to the Super Bowl kick off mixer on the evening of Friday, January 24, 2020, at the Midwinter Executive Conference 2020 (the “Conference”) at the JW Marriott Phoenix Desert Ridge in Phoenix, Arizona. It is receiving no renumeration from any person or entity for the prize or for tickets to win the prize. Tickets are free to eligible ticket holders. PepsiCo is engaged in marketing to Conference attendees and is receiving no renumeration of any type from any person or entity for the prize or for tickets to participate in the Sweepstakes. Administrator is assisting with distribution of the prize through the Sweepstakes. Administrator is likewise receiving no renumeration from any person or entity for the prize or for chances to win it.

ODDS - The odds of winning a prize in the Sweepstakes will vary based on number of participants and the Administrator makes no representations regarding the odds.

ELIGIBILITY FOR A TICKET - Only natural persons who are representatives of wholesalers and retailers who are signed up for, and physically in attendance at the Conference will be eligible for a ticket to the Sweepstakes or eligible to win the prize. Tickets are free and a ticket may be provided at the time of check-in and registration to the conference. Eligible persons will receive a single ticket only. Eligible persons are not guaranteed a ticket, although the Administrator will endeavor to provide one to each eligible attendee at the conference. Only tickets provided by the Administrator to persons at the Conference are eligible for the Sweepstakes. No replacements or other compensation will be provided for lost or damaged tickets.

ELIGIBILITY FOR THE PRIZE – In order to win the Sweepstakes prize, a person must (1) be eligible for a ticket; (2) be physically in attendance at the time of the Sweepstakes drawing, (3) notify the Administrator immediately at the time of the drawing that he or she holds the winning ticket, and (4) physically possess the winning paper ticket with numbers that match those drawn as confirmed by the Administrator. The following individuals, and their respective immediate family members residing in the same household, are not eligible to participate in the
Sweepstakes: (a) officers, directors and employees of the Administrator and (b) officers, directors and employees of PepsiCo.

**PRIZES** – A single grand prize will be awarded in the Sweepstakes. The prize may not be exactly as listed herein, shown in printed materials, advertised, or displayed on the internet. A similar or like kind prize may be substituted at the sole discretion of the Administrator. The prize must be accepted as awarded.

**TRANSFER** - Tickets can be transferred; however, they may only be transferred to and held by persons otherwise eligible for a ticket to the Sweepstakes. Only such persons can claim the prize and only if they meet the prize eligibility requirements above. In the event that an eligible ticket holder legally transfers all or a portion of their interest in a ticket to a third person, it is the responsibility of the listed participant to share any notification and prize with that third person and neither Administrator nor PepsiCo will be involved in resolving disputes between eligible participants and third persons.

**DRAWING** – The Sweepstakes drawing will take place the evening of January 24, 2020 at the JW Marriott Phoenix Desert Ridge in Phoenix, Arizona. If the prize is not claimed by an eligible prize winner after a reasonable period, as determined by the Administrator in its sole discretion, subsequent drawings will be held until such time as the prize is awarded to an eligible prize winner. The Administrator may also choose, in its sole discretion, not to award the prize or to conduct other drawings as its sees fit in the event of any impropriety in relation to the Sweepstakes.

**NOTIFICATION OF WINNERS** – Notification of winning ticket numbers will be solely by verbal reading of ticket numbers at the time of the drawing. Administrator is not responsible for ensuring the notification of a winner. Participants are solely responsible for being present and in a position to hear the winning numbers.

**CLAIMING PRIZES** - Potential winners are required to claim the prize immediately at the time of drawing and for producing the winning unaltered eligible physical paper ticket. In order to claim and receive the prize, potential winners may, at the sole discretion of the Administrator, be required to provide identification, proof of eligibility, and/or to completed paperwork. The prize winner may be required to complete, execute and provide an IRS Form 5754, an affidavit of eligibility, a liability release, a prize release form, a selection of prize form and a publicity release in order to claim their prize. If a winner does not claim a prize within the required period, does not execute and return required documents within the specified time period, is not in compliance with these rules, or is otherwise found to be ineligible or to have engaged in any impropriety, then, at the Administrator's sole discretion, the potential winner will be disqualified and the prize will be forfeited back to PepsiCo.

**TAXES** – The winner is responsible for any and all federal, state and local income or excise taxes, fees, assessments, and like charges associated with the prize and for paying any such amounts.
STATEMENTS - Statements made regarding the sweepstakes are based on information available to the Administrator and Administrator is not responsible for any misstatements.

CONDITIONS/USE RIGHTS - By accepting the prize, the winner consents to the use of their name, voice, and likeness, and all accompanying personally identifiable information the winner submits, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the prize(s) won) to the winner, his/her successors or assigns, or any other entity, except where prohibited by law.

WAIVER/LIMITATIONS OF LIABILITY - By accepting a ticket for the Sweepstakes, ticket holders, and prize winners, release Administrator and PepsiCo and each of their respective parent companies, affiliates, partners, subsidiaries, agents, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising and promotion agencies (the "released parties"), from any and all liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, or use of any prize (including, without limitation, attorneys’ fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. No released party shall be responsible if any prize cannot be awarded or used due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

MISCELLANEOUS - The decisions of the Administrator are final with respect to all aspects of this Sweepstakes. The Sweepstakes and these rules will be governed, construed and interpreted under the laws of the State of Arizona, without regard to choice of law principles. In the event the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, or other technical problems, or any condition caused by events beyond the reasonable control of the Administrator that may cause the Sweepstakes to be disrupted or corrupted, the Administrator may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that it determines best conforms to the spirit of these rules; or (b) draw a winner from only the non-suspect, eligible tickets distributed up to the time of the impairment. The Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with tickets, tampering or interfering with the fair operation of the Sweepstakes, acting in violation of these rules or any applicable laws relating to the Sweepstakes, or acting in an unsportsmanlike or disruptive manner. The Administrator will resolve all disputes in any manner it sees fit using its sole discretion. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Any failure by Administrator to enforce any provision in these rules shall not constitute a waiver of that provision.