PEPSI®/COIN TOSS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA (D.C.), AGE 18 YEARS OF AGE (19 IN AL or NE) OR OLDER AT TIME OF SWEEPSTAKES ENTRY (EXCLUDING RESIDENTS OF ALASKA, HAWAII, MONTANA, OREGON AND WASHINGTON STATE). SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE. VOID WHERE PROHIBITED.

1. HOW TO ENTER: NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF-OF-PURCHASE NECESSARY TO PARTICIPATE IN SWEEPSTAKES. Sweepstakes begins 1/3/14 at 12:00:00 p.m. (noon) ET and ends 2/3/14 at 11:59:59 p.m. ET (the "Sweepstakes Period").

ENTRY WITH PURCHASE: Visit any participating Family Dollar store and purchase any one of the following products: Pepsi, Diet Pepsi, Pepsi Max, Pepsi Next, Mountain Dew, Diet Mountain Dew, Sierra Mist & Diet Sierra Mist, Tostitos, Doritos, Lays, Ruffles, during the Promotion Period and receive a (8) eight-digit alpha numeric code ("Code"). Then visit the Web Site, www.Pepsicointoss.com (the "Web Site"), register by entering your valid e-mail address, Code and other requested information including, but not limited to, your complete first and last name (no initials), valid street address (P.O. Boxes not accepted), complete street address, city, state, Zip Code, date of birth, telephone number and agreement to these Official Rules.

NO PURCHASE NECESSARY – FREE METHOD OF ENTRY: For those who wish to enter and play the Sweepstakes but do not wish to make a purchase, you may register by visiting the Web Site, entering this "Free Code" which is C9KM37A2.

After completing registration, you will be taken to a page with a coin. You must click on the coin to see if you are entered into the pool for a chance to win an NFLShop.com Gift Card or the pool for a chance to win a Family Dollar Gift Card, as set forth in Rules 3 and 4 below.

Each time that you sign-on to the Web Site with a valid Code during the Promotion Period you will receive one (1) opportunity to enter the Sweepstakes. After you have successfully registered, follow the Game Play instructions. If you have previously registered at the Website, enter your e-mail address and a valid Code at the entry box and click on the coin to see which pool, NFLShop.com Gift Card or Family Dollar Gift Card, you will be entered into.

Limit one (1) entry per day per person/address/e-mail address, regardless of entry method. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. ET and ending at the following 11:59:59 p.m. ET, except the first day of the

Sweepstakes Period in which case the first day is defined as beginning 12:00:00 p.m. (noon) ET and ending 11:59:59 p.m. ET.

If entering via the Web Site, the name of the person submitting the e-mail address upon Sweepstakes entry must be the name of the person who registered on the Web Site with such e-mail address, and the authorized account holder of such e-mail address, otherwise, entry may be deemed void. In the event of dispute over the identity of a potential winner, an online entry will be declared made by the authorized account holder of the e-mail address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such e-mail address. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address during the Sweepstakes Period.

All entries become the property of Sponsor and will not be returned to entrant. Every entry submission must be manually keystroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related telephone numbers may be blocked.

Important: If the entrant is entering this Sweepstakes via a mobile device, Message and Data Rates may apply. The entrant should consult his/her wireless service provider regarding its pricing plans. Not all cellular telephone providers carry the service necessary to participate in this method of entry. The entrant should check his/her mobile device's capabilities for specific web enabled browsing instructions.

2. ELIGIBILITY: LEGAL RESIDENTS OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA (D.C.), AGE 18 YEARS OF AGE (19 IN AL or NE) OR OLDER AT TIME OF SWEEPSTAKES ENTRY, (EXCLUDING RESIDENTS OF ALASKA, HAWAII, MONTANA, OREGON AND WASHINGTON STATE) to be eligible to win. Potential winners may be required to provide proof of legal U.S. residency, if requested by Sponsor, to determine eligibility and as a condition of prize award. Employees of Family Dollar Stores, Inc., NFL Entities (as defined below), PepsiCo, Inc. and its bottlers, Pepsi Beverages Company and Pepsi-Cola Company; and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (collectively, "Sponsor and Promotion Parties") and members of their immediate family (spouse, parents, children, siblings and their respective spouses, regardless of where they reside), and/or those persons living in the same households of each, whether or not related, are not eligible to enter, play or win. Void in Puerto Rico and where prohibited. Subject to all applicable federal, state and local laws.

3. PRIZES: Twenty-five (25) Fifty Dollar ($50) NFLShop.com Gift Cards and Twenty-five (25) Fifty Dollar ($50) Family Dollar Gift Cards will be awarded. Total ARV of all prizes is Two Thousand Five Hundred Dollars ($2,500). Limit one (1) prize per household.

4. DRAWING: Prize winners will be selected in a random drawing from among all eligible entries received into the NFLShop.com Gift Card pool and from among all eligible entries received into the Family Dollar Gift Card Pool during the Sweepstakes Period. Drawing to be held on or about 2/4/14. Odds of winning depend upon the number of eligible entries received into each pool. Drawing will be conducted by an independent judging organization, whose decisions shall be final and binding in all matters relating to this Sweepstakes. Entries submitted during the Sweepstakes Period are only eligible for this Sweepstakes and do not remain eligible for any subsequent sweepstakes. All prizes will be awarded.

5. WINNER NOTIFICATION: Winners will notified by telephone, mail and/or e-mail. Sponsor is not responsible for suspended or discontinued telephone or wireless service which may result in a potential winner not receiving initial prize notification. Sponsor is not responsible for any change in entrant's e-mail, and/or telephone number. If attempted notification is returned as undeliverable, if any required documents are not returned within the required number of days, if winner cannot be verified or if winner is otherwise unable to accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner.

6. GENERAL: NFLShop.com Gift Card will be fulfilled electronically via a code sent to the e-mail address of the prize winner provided by the prize winner at the time of registration. Family Dollar Gift Cards will be mailed to the winner at the address provided by the prize winner at the time of registration. Please allow 4-6 weeks for delivery from the end of the Sweepstakes Period. Except as determined by Sponsor in its sole discretion, 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 (unless at the sole discretion of Sponsor). Prize winner will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any portion of a prize not accepted by winner will be forfeited. Each gift card is subject to the terms and conditions on and in connection with the gift card. The use of a gift card constitutes the user's acceptance of the terms and conditions so winners should read these terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as they would any other valuable document. Each gift card will not be redeemed or exchanged for cash, except where required by law. Each gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without a winner's permission and will be voided if altered or defaced. For additional information on the NFLShop.com Gift Card go to http://www.nflshop.com/pages/Gift_Cards. For additional information on the Family Dollar Gift Card go to http://www.familydollar.com/pages/gift-cards.aspx.

7. CONDUCT: By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be online at www.Pepsicointoss.com throughout the Sweepstakes Period. Failure to comply with these Official Rules may result in

disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; 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 unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY: Sponsor and Promotion Parties assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) any injury or damage to entrants or to any other person's telephone, mobile device or computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part.

9. RELEASES: All entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor and Promotion Parties 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 submitting an entry or otherwise participating in any aspect of the Sweepstakes, 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. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except for residents of Tennessee 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 Web Site) the winner’s name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

10. GOVERNING LAW/DISPUTES: This Sweepstakes is governed by the laws of New York State. As a condition of participating in this Sweepstakes, entrants 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 Sweepstakes, 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 entrants 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 entrants further waive all rights to have damages multiplied or increased. Any claim must be filed within one (1) year from the time the cause of action arose, or the cause of action shall be forever barred.

11. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope postmarked by March 31, 2014 to: PEPSI/COIN TOSS SWEEPSTAKES WINNERS' LIST REQUEST, PO Box 251328 West Bloomfield, MI 48325.

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

Customer services inquiries can be made at **Contact Us**.

Pepsi, Diet Pepsi, Pepsi Max, Pepsi Next, Mountain Dew, Diet Mountain Dew, Sierra Mist & Diet Sierra Mist, Tostitos, Doritos, Lays, Ruffles are registered trademarks of PepsiCo, Inc.

Family Dollar Store, Inc., and its respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, the "Family Dollar Entities") will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The Family Dollar Entities are not the Sponsor of this Sweepstakes.

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.