

GPM INVESTMENTS WIN \$5,000 PER WEEK SWEEPSTAKES
OFFICIAL RULES

Important: Please read these Official Rules before entering this Sweepstakes (as defined below).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OVERVIEW: The Sip, Text, Win Sweepstakes (the “Sweepstakes”) comprises a series of fourteen (14) separate weekly entry periods, each with its own drawing and prize. Entry for each weekly entry period/drawing is separate. Entry for one weekly entry period/drawing is not entry for any other.

ELIGIBILITY: The Sweepstakes is open only to legal residents of CT, DE, IL, IN, IA, KY, MD, MI, MO, NE, NC, OH, PA, SC, TN and VA (“**Eligibility Area**”), 18 years of age or older at the time of entry (except 19 in NE). Officers, managers, employees and agents of GPM Investments, LLC (“**Sponsor**”), PepsiCo, Inc., Pepsi-Cola Company and its bottlers (“**Promotional Partner**”) and their respective parent companies, affiliates, subsidiaries, advertising, promotion and production agencies (all such individuals and entities collectively referred to herein as the “**Sweepstakes Entities**”), and the immediate family members (spouse, children, parents, siblings and their spouses) and persons living in the same household of each such person are not eligible to enter or win. Eligibility may be verified at any time. All federal, state and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to be bound by the terms of these Official Rules and all decisions of the judges, which are final and binding in all matters relating to the Sweepstakes. Sweepstakes is void outside CT, DE, IL, IN, IA, KY, MD, MI, MO, NE, NC, OH, PA, SC, TN and VA and where prohibited.

SWEEPSTAKES PERIOD: The Sweepstakes Period is comprised of fourteen (14) separate weekly entry periods. Each weekly entry period begins at 12:00:01 a.m. Eastern Time (ET) on a Wednesday, and ends at 11:59:59 p.m. the following Tuesday, except for the final week. The first weekly entry period begins Wednesday, June 28, 2017; last entry period ends Wednesday, October 4, 2017, with final code issued at 11:59:59 p.m. on Tuesday, October 3, 2017. All days are measured by ET. Koupon Media, Inc. is the official time-keeper for the Sweepstakes.

HOW TO PLAY: Receive (1) one numeric code (“**Code**”) printed on your receipt with the purchase of any select single cooler beverage from Pepsi, Mountain Dew, Starbucks, Muscle Milk, Lipton or Aquafina listed in Exhibit “A” (excluding Pepsi, Mountain Dew and Aquafina 1 Liter Bottles and Pepsi 16 oz. cans) at participating Sponsor locations in the Eligibility Area between Wednesday, June 28, 2017, and Tuesday October 3, 2017 at 11:59:59 p.m. ET.

To enter via Text Message, locate the Code on your receipt included under the qualifying item, and text the Code to 648-27. The Code will be valid only on the day issued and until 11:59:59 p.m. ET the following day. Limit one (1) entry per Code per person, regardless of number of Codes received during the same calendar day. Each Code can be entered only one (1) time. Any attempt to enter the same Code more than one (1) time will be rejected and may result in disqualification.

When you participate in the Sweepstakes by texting a Code, you are consenting to receive up to four text messages, one of which will be a promotional message from the Sweepstakes Entities. You understand that message and data rates may apply when participating in the Sweepstakes by texting a Code.

For free entry online, go to www.sipandenter.com and follow the on-screen instructions to properly complete and submit an online entry. Entrants will be required to confirm their age and state of residence, and submit their email address and telephone number. Limit one (1) entry per day. Requests that are computer-generated or otherwise mechanically or digitally produced or reproduced, or that otherwise fail to comply with these Official Rules, will not be honored or acknowledged.

DETERMINATION AND NOTIFICATION OF WINNERS:

Prizes. Fourteen (14) prizes of \$5,000 each (the “**Prize**”) are available to be awarded, one for each weekly entry period/drawing. The winner of each Prize will be selected at random from among all eligible entries that have been submitted during the weekly entry period that begins on Wednesday at 12:00:01 a.m. ET and ends on the following Tuesday at 11:59:59 p.m. ET during the Sweepstakes Period, except the final weekly entry period will extend to Wednesday October 4, 2017 at 11:59:59 p.m. ET to allow for Codes received the prior day to be entered for the final drawing.

Drawing. On each Monday following the close of each weekly entry period, one winner will be randomly selected from all eligible entries received during the weekly entry period that ended on the prior Tuesday (or Wednesday in the case of the final weekly entry period). The first drawing will be held on Monday July 10, 2017 and the final drawing will be held on Monday October 9, 2017.

Winner Notification/Validation. If your entry is selected as a potential winning entry, you will be notified via phone call or via email (based on your method of entry) within approximately 24 hours after being selected with instructions on how to claim your prize.

Notification to potential winners will be via phone call or email using the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within 5 days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified in the sole discretion of Sponsor and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release.

PRIZES/ODDS: Fourteen (14) prizes of \$5,000 each, one per weekly drawing during the Sweepstakes Period. Odds in the separate weekly drawings depend on number of entries received for that week per these Official Rules. No prize substitutions or transfers will be allowed, except in Sponsor’s discretion. Winners are responsible for all federal, state and/or local taxes associated with acceptance or use of any prize.

GENERAL PROVISIONS: Acceptance of a prize constitutes winner's permission for Sponsor and its designees to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media, now known or hereafter developed, in perpetuity, without further compensation, except where prohibited by law. Entrants agree that the Sweepstakes Entities: (i) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize; and (ii) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize.

Sponsor is not responsible for any damage to an entrant's computer system or phone which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, late, or lost, damaged or stolen submissions or prize notifications, or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No improperly obtained entries or codes will be accepted. Entries are void if a Code is not obtained through legitimate channels, or if an entry is otherwise made in violation of these Rules.

In the event of a dispute as to the identity of the entrant, any entry will be deemed submitted by the authorized account holder of the phone number from which the Code was texted or the account holder of the email address submitted at the time of entry, so long as such account holder still meets the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable phone number or email address has been assigned by the service provider or other organization responsible for assigning phone numbers and email addresses.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If any drawing for any weekly entry period during the Sweepstakes is terminated prior to the designated end date, Sponsor will (if possible) select a winner for that weekly entry period in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded for each separate weekly entry period. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules for an individual weekly entry period/drawing, the one (1) winner for that weekly entry period will be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

By entering the Sweepstakes, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws, and by entering you consent to the exclusive jurisdiction of the state and federal courts in Henrico County, Virginia, for resolution of any disputes relating to the Sweepstakes and waive any objection thereto.

WINNER LIST: To obtain a list of winners, available after November 1, 2017, send a self-addressed stamped envelope to: Sip, Text, Win Sweepstakes Winner List, c/o GPM Investments, LLC, 8565 Magellan Parkway, Suite 400, Richmond, VA 23227. All such requests must be received by December 31, 2017.

The Sweepstakes is sponsored solely by Sponsor.

Sponsor: GPM Investments, LLC, 8565 Magellan Parkway, Suite 400, Richmond, VA 23227.

Administrator: Marketing Strategies Group, Inc., PO BOX 217011, Auburn Hills, MI 48321.

EXHIBIT "A"

QUALIFYING ITEMS	SIZE
AQUAFINA	20OZ
AQUAFINA	LTR
AQUAFINA SPLASH CITRUS	20OZ
AQUAFINA SPLASH GRAPE	20OZ
AQUAFINA SPLASH LEMON	20OZ
AQUAFINA SPLASH RASPBERRY	20OZ
AQUAFINA SPLASH STRAWBERRY KIWI	20OZ
AQUAFINA SPLASH WILDBERRY	20OZ
LIPTON BRISK	20OZ
LIPTON BRISK BLUEBERRY LEMONADE	LTR
LIPTON BRISK CHERRY LEMONADE	LTR
LIPTON BRISK FRUIT PUNCH	LTR
LIPTON BRISK JUICY PEACH	LTR
LIPTON BRISK LEMON	LTR
LIPTON BRISK LEMONADE	20OZ
LIPTON BRISK LEMONADE	LTR
LIPTON BRISK LEMONADE TEA	LTR
LIPTON BRISK PINEAPPLE PASSIONFRUIT	LTR
LIPTON BRISK PINK LEMONADE	20OZ
LIPTON BRISK PINK LEMONADE	LTR
LIPTON BRISK RASPBERRY	LTR
LIPTON BRISK STRAWBERRY MELON	20OZ
LIPTON BRISK STRAWBERRY MELON	LTR
LIPTON BRISK STRAWBERRY MELON TEA	20OZ
LIPTON BRISK STRAWBERRY MELON TEA	LTR
LIPTON BRISK SWEET LEMON TEA	LTR
LIPTON BRISK SWEET TEA	20OZ
LIPTON BRISK SWEET TEA	LTR
LIPTON BRISK TROPICAL LEMONADE	LTR
LIPTON FRUIT PUNCH	20OZ
LIPTON GREEN TEA	20OZ
LIPTON GREEN TEA DIET	20OZ
LIPTON HALF N HALF	20OZ
LIPTON NATURAL BLACK TEA LEMON	20OZ

LIPTON NATURAL BLACK TEA POMEGRANATE BLACKBERRY	20OZ
LIPTON NATURAL DIET GREEN TEA CITRUS	20OZ
LIPTON NATURAL DIET WATERMELON	20OZ
LIPTON NATURAL GREEN TEA PASSIONFRUIT MANGO	20OZ
LIPTON NATURAL GREEN TEA CITRUS	20OZ
LIPTON PEACH	20OZ
LIPTON PEACH DIET	20OZ
LIPTON PEACH TEA	20OZ
LIPTON PURELEAF EXTRA SWEET	18.5OZ
LIPTON PURELEAF GREEN TEA W HONEY	18.5OZ
LIPTON PURELEAF HALF N HALF	18.5OZ
LIPTON PURELEAF LEMON DIET	18.5OZ
LIPTON PURELEAF MINT	18.5OZ
LIPTON PURELEAF NOT TOO SWEET GT HONEY	18.5OZ
LIPTON PURELEAF NOT TOO SWEET PEACH	18.5OZ
LIPTON PURELEAF PEACH	18.5OZ
LIPTON PURELEAF PEACH DIET	18.5OZ
LIPTON PURELEAF POMEGRANATE NATURAL	18.5OZ
LIPTON PURELEAF RASPBERRY	18.5OZ
LIPTON PURELEAF SWEET LEMON	18.5OZ
LIPTON PURELEAF SWEET NO LEMON	18.5OZ
LIPTON PURELEAF TEA LEMONADE	18.5OZ
LIPTON PURELEAF UNSWEET	18.5OZ
LIPTON PURELEAF UNSWEET	18.5OZ
LIPTON PURELEAF UNSWEET BLACK W LEMON	18.5OZ
LIPTON PURELEAF UNSWEET GREEN	18.5OZ

LIPTON TEA MANGO	20OZ
LIPTON TEA N LEMONADE	20OZ
LIPTON TEA W LEMON	20OZ
MUSCLE MILK BANANA CREAM	14OZ
MUSCLE MILK CAFE LATTE LIGHT	14OZ
MUSCLE MILK CHOCOLATE LATTE	14OZ
MUSCLE MILK CHOCOLATE 100 CAL	14OZ
MUSCLE MILK CHOCOLATE CREAM KICK	14OZ
MUSCLE MILK CHOCOLATE LIGHT	14OZ
MUSCLE MILK CHOCOLATE MALT LIGHT	14OZ
MUSCLE MILK COOKIES N CREAM	14OZ
MUSCLE MILK PRO BANANA	14OZ
MUSCLE MILK PRO CHOCOLATE	14OZ
MUSCLE MILK PRO COOKIES N CREAM	14OZ
MUSCLE MILK PRO MINT CHOCOLATE	14OZ
MUSCLE MILK PRO ORGANIC CHERRY	14OZ
MUSCLE MILK PRO ORGANIC VANILLA	14OZ
MUSCLE MILK PRO VANILLA	14OZ
MUSCLE MILK STRAWBERRY	14OZ
MUSCLE MILK STRAWBERRY N CREAM	14OZ
MUSCLE MILK VANILLA CREAM	14OZ
MUSCLE MILK VANILLA CREAM 100 CAL	14OZ
MUSCLE MILK VANILLA CREAM LIGHT	14OZ
MTN DEW	20OZ
MTN DEW	LTR
MTN DEW BAJA BLAST	20OZ
MTN DEW CAFFEINE FREE	20OZ
MTN DEW CODE RED	20OZ
MTN DEW CODE RED	LTR
MTN DEW CODE RED DIET	20OZ
MTN DEW DARK BERRY	20OZ
MTN DEW DIET	20OZ
MTN DEW DIET	LTR
MTN DEW DIET CAFFEINE FREE	20OZ
MTN DEW G FUEL BERRY LIME	20OZ
MTN DEW G FUEL CITRUS CHERRY	20OZ
MTN DEW G FUEL ELECTRIC BERRY	20OZ
MTN DEW G FUEL LEMONADE RASPBERRY	20OZ
MTN DEW G FUEL MANGO HEAT	20OZ

MTN DEW G FUEL SS	20OZ
MTN DEW G FUEL TROPICAL	20OZ
MTN DEW G FUEL WILD FRUIT	20OZ
MTN DEW LIVE WIRE	20OZ
MTN DEW PITCH BLACK	20OZ
MTN DEW SANGRITA BLAST	20OZ
MTN DEW SPIKED LEMONADE	16OZ
MTN DEW SPIKED RASPBERRY LEMONADE	16OZ
MTN DEW THROWBACK	20OZ
MTN DEW USA	20OZ
MTN DEW VOLTAGE RASPBERRY CITRUS	20OZ
MTN DEW VOLTAGE	20OZ
MTN DEW VOLTAGE	LTR
MTN DEW WHITE OUT	20OZ
PEPSI	20OZ
PEPSI	LTR
PEPSI CAFFEINE FREE	20OZ
PEPSI CAFFEINE FREE DIET	20OZ
PEPSI CHERRY VANILLA	20OZ
PEPSI CHERRY VANILLA DIET	20OZ
PEPSI CHERRY VANILLA W REAL SUGAR	20OZ
PEPSI CRYSTAL	20OZ
PEPSI DIET	20OZ
PEPSI DIET	LTR
PEPSI DIET CLASSIC	20OZ
PEPSI FIRE	20OZ
PEPSI NEXT	20OZ
PEPSI VANILLA	20OZ
PEPSI VANILLA DIET	20OZ
PEPSI VANILLA W REAL SUGAR	20OZ
PEPSI W REAL SUGAR	20OZ
PEPSI WILD CHERRY W REAL SUGAR	20OZ
PEPSI WILD CHERRY	20OZ
PEPSI WILD CHERRY	LTR
PEPSI WILD CHERRY DIET	20OZ
PEPSI X FACTOR	20OZ
PEPSI ZERO	20OZ
STARBUCKS COLD BREW COCO HONEY	11OZ
STARBUCKS COLD BREW UNSWEET BLACK	11OZ

STARBUCKS DOUBLE SHOT	6.5OZ
STARBUCKS DOUBLE SHOT CINNAMON DOLCE	15OZ
STARBUCKS DOUBLE SHOT COFFEE	15OZ
STARBUCKS DOUBLE SHOT HAZELNUT	15OZ
STARBUCKS DOUBLE SHOT LIGHT	6.5OZ
STARBUCKS DOUBLE SHOT MEX. MOCHA	15OZ
STARBUCKS DOUBLE SHOT MOCHA	15OZ
STARBUCKS DOUBLE SHOT SPICED VANILLA	15OZ
STARBUCKS DOUBLE SHOT VANILLA	15OZ
STARBUCKS DOUBLE SHOT VANILLA LIGHT	15OZ
STARBUCKS DOUBLE SHOT WHITE CHOCOLATE	15OZ
STARBUCKS DOUBLE SHOT ESPRESSO CUBANO	6.5OZ
STARBUCKS DOUBLE SHOT PROTEIN COFFEE CREAM	11OZ
STARBUCKS DOUBLE SHOT PROTEIN COFFEE	11OZ
STARBUCKS DOUBLE SHOT PROTEIN DARK CHOCOLATE	11OZ
STARBUCKS DOUBLE SHOT PROTEIN VANILLA BEAN	11OZ
STARBUCKS DOUBLE SHOT SALTED CARAMEL CREAM	6.5OZ
STARBUCKS FRAPPP CHOCOLATE PEPPERMINT MOCHA	9.5OZ
STARBUCKS FRAPP COOKIES N CREAM	9.5OZ
STARBUCKS FRAPP COFFEE	13.7OZ
STARBUCKS FRAPP COFFEE	9.5OZ
STARBUCKS FRAPP CARAMEL	13.7OZ
STARBUCKS FRAPP CARAMEL	9.5OZ
STARBUCKS FRAPP DARK CHOCOLATE RASPBERRY MOCHA	9.5OZ
STARBUCKS FRAPP DARK CHOCOLATE MOCHA	9.5OZ
STARBUCKS FRAPP DARK CHOCOLATE MOCHA	13.7OZ
STARBUCKS FRAPP DULCE DE LECHE	13.7OZ
STARBUCKS FRAPP MINT MOCHA	9.5OZ
STARBUCKS FRAPP MOCHA	13.7OZ
STARBUCKS FRAPP MOCHA	9.5OZ
STARBUCKS FRAPP MOCHA COCONUT	13.7OZ
STARBUCKS FRAPP MOCHA LIGHT	9.5OZ
STARBUCKS FRAPP MOCHA LIGHT	9.5OZ

STARBUCKS FRAPP PUMPKIN SPICE	13.7OZ
STARBUCKS FRAPP S'MORES	13.7OZ
STARBUCKS FRAPP STRAWBERRY CREAM	9.5OZ
STARBUCKS FRAPP VANILLA	13.7OZ
STARBUCKS FRAPP VANILLA	9.5OZ
STARBUCKS FRAPP WHITE CHOCOLATE MOCHA	13.7OZ
STARBUCKS FRAPP DARK CHOCOLATE PEPPERMINT MOCHA	9.5OZ
STARBUCKS ICED COFFEE	11OZ
STARBUCKS ICED COFFEE BLACK SWEETENED	11OZ
STARBUCKS ICED COFFEE BLACK UNSWEETENED	11OZ
STARBUCKS ICED COFFEE CARAMEL	11OZ
STARBUCKS ICED COFFEE LIGHT	11OZ
STARBUCKS ICED COFFEE LIGHT W MILK	11OZ
STARBUCKS ICED COFFEE VANILLA	11OZ
STARBUCKS ICED COFFEE W MILK	11OZ
STARBUCKS ICED COFFEE W MILK	11OZ
STARBUCKS ICED LATTE PUMPKIN SPICE	14OZ
STARBUCKS ICED LATTE SALTED CARAMEL	14OZ
STARBUCKS REFRESHERS BLACK CHERRY LEMONADE	12OZ
STARBUCKS REFRESHERS BLUEBERRY ACAI	12OZ
STARBUCKS REFRESHERS ORGANIC MELON	12OZ
STARBUCKS REFRESHERS PEACH PASSIONFRUIT	12OZ
STARBUCKS REFRESHERS RASPBERRY POME	12OZ
STARBUCKS REFRESHERS STRAWBERRY LEMON	12OZ