

2017 THE DEW® SHOP AT FOOD LION REWARDS PROGRAM

TERMS AND CONDITIONS

VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THE DEW SHOP REWARDS PROGRAM AT FOOD LION (“REWARDS PROGRAM”) YOU HEREBY AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO READ THESE TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THEM. INTERNET ACCESS AND VALID EMAIL ACCOUNT NECESSARY TO PARTICIPATE.

1. REWARDS PROGRAM PERIOD: The Dew Shop at Food Lion Rewards Program begins May 3, 2017 at 12:00:00 p.m. Eastern Time ("ET") and ends December 31, 2017 at 11:59:59 p.m. ET (the "Rewards Program Period"). By participating in the Rewards Program, you accept and agree to comply with these Rewards Program Terms and Conditions and the decisions of Pepsi-Cola Company ("Sponsor").

2. ELIGIBILITY: The Rewards Program is open only to legal residents of the United States, residing in Delaware, Georgia, Kentucky, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia, or West Virginia and who are eighteen (18) years of age or older at the time of registration. No groups, clubs, newsletters or organizations may participate or redeem a reward in this Rewards Program.

3. HOW TO PARTICIPATE: During the Rewards Program Period: a) **REGISTER** your Food Lion MVP Card account at www.FoodLionDewShop.com (the "Website") and follow the on-screen instructions to create a Rewards Program account ("Account"); b) **PURCHASE** participating Mountain Dew® or Mtn Dew® Kickstart™ products (see Rule 4 for a list of products). At checkout, present your personal MVP Card to the cashier; c) **COLLECT** the points ("Points") from each purchase during the Rewards Program Period. Points will be automatically added to your Account each time you make a qualifying purchase (allow approximately business 4-5 days for points to be added); d) **REDEEM** your points on the Website for various Rewards, as described in Rule 5, below. **You must have an MVP Card account in order to participate. To sign up for a free MVP Card account, visit www.foodlion.com or the customer service desk at a participating Food Lion location.** It is your sole responsibility to keep your Rewards Program registration and contact information current and accurate. Points may not be combined from different promotions for any purpose. You are solely responsible for ensuring that your Points are properly credited. Sponsor reserves the right to invalidate Points from an Account if it determines that such Points were improperly credited to such Account, obtained fraudulently or in violation of these Terms and Conditions. Points do not constitute property, do not entitle you to a vested right or interest, and have no cash value. As such, Points are not redeemable for cash and are not saleable, transferable or assignable for any reason.

4. PARTICIPATING PRODUCTS: Purchase the following Participating Products during the Rewards Program Period in order to receive the corresponding Points, which will be automatically credited to your Account:

Brand/Packaging*	Points
MTN DEW 1-Liter bottle	5
MTN DEW 1.25/1.5-Liter bottle	5
MTN DEW 2-Liter bottle	10
MTN DEW 12 oz. 8-pk bottles	40
MTN DEW 16.9 oz. 6-pk bottles	30
MTN DEW 16 oz. 6-pk bottles	30
MTN DEW 16 oz. 15-pk bottles	40
MTN DEW 24 oz. 6-pk bottles	30
MTN DEW 24 oz. 4-pk bottles	30
MTN DEW 20 oz. bottle	40
MTN DEW 7.5 oz. 8-pk mini-cans	30
MTN DEW KICKSTART 16 oz. and 12 oz. cans	40
MTN DEW 12 oz. 12-pk cans	15
MTN DEW 12 oz. 18-pk cans	30
MTN DEW 12 oz. 20-pk cans	20
MTN DEW 12 oz. 24-pk cans	20
MTN DEW GREEN LABEL 16 oz can	40
MTN DEW WHITE LABEL 16 oz can	40
MTN DEW BLACK LABEL 16 oz can	40
MTN DEW SPIKED LEMONADE 16 oz can	40
MTN DEW SPIKED RASPBERRY LEMONADE 16 oz can	40
MTN DEW DEW-S-A 20 oz bottle	40
MTN DEW DEW-S-A 12 oz/12 pack can	25

*Unless otherwise specified, offer valid on any flavor/variety of Mountain Dew and Mtn Dew Kickstart products listed above.

5. POINTS FOR REWARDS:

A. REDEEM POINTS ONLINE FOR REWARDS: Sponsor may offer discounts and/or merchandise ("Rewards") during the Rewards Program Period in which Points can be redeemed for Rewards that are displayed on the Website (as defined in Rule 3 above), while supplies last. You have until 11:59:59 p.m. ET on January 31, 2018 to redeem your Points for Rewards, after which time all unused Points remaining in your Account shall be void. Each Reward item has a required number of Points for redemption as stated on the Website. You cannot redeem a Reward unless you have accumulated the required corresponding number of Points in your Account. To redeem a Reward, login to the Website using your user name and password and follow the on-screen instructions to review available Rewards. Select the Reward you wish to order and carefully review any restrictions and terms of each individual offer. Once your order has been submitted, the required number of Points for the Reward will be deducted from your Account. Once

Points have been redeemed for a Reward they may not be returned or refunded to an Account for any reason, including if the Reward is stolen or lost.

Allow 10-12 weeks for delivery of rewards.

B. REWARD AVAILABILITY: All Rewards available on the Website are subject to change without notice and are available while supplies last. Sponsor reserves the right to substitute a Reward of greater or equal value in the event supplies of any one item are exhausted, at its sole discretion. No exchanges, returns or refunds on Rewards permitted.

6. LIMITATIONS OF LIABILITY: No responsibility or liability is assumed by the Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website; hardware or software errors; faulty computer, telephone, cable, network, electronic, wireless or Internet connectivity or other online, mobile or other communication problems; disruptions, errors or limitations of any Internet service providers or wireless carriers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email, text or any other electronic transmissions to be sent or received; lost, late, delayed or intercepted email, text or any other electronic transmissions; inaccessibility of the Website or mobile text integration feature in whole or in part for any reason; traffic congestion on the Internet, Website, or mobile carrier lines; Network or carrier issues that result in delayed mobile responses; unauthorized human or non-human intervention of the operation of the Rewards Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Rewards Program, or loss, miscount, misdirection, inaccessibility or unavailability of an Account used in connection with the Rewards Program. Sponsor and Administrator are not responsible for any typographical or printing errors in the Rewards Program Terms and Conditions, or any inaccurate or incorrect data contained on the Website or through the mobile text integration feature, including without limitation, 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 or mobile participation in the Rewards Program, or use of or download of any information from the Website or through the mobile text integration feature. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE 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. IF, FOR ANY REASON, THE PROMOTION 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 PROMOTION, THEN SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE PROMOTION IN WHOLE OR IN PART. 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 PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING), AND PARTICIPANTS FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

7. CONDUCT: Failure to comply with these Rewards Program Terms and Conditions may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual from participating in any aspect of the Rewards Program, and/or may cancel, suspend or block any Account registered by such person if Sponsor or Administrator deem or suspect that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Rewards Program Terms and Conditions, or the terms and conditions of the Website; or (b) damaging, tampering with or corrupting the operation of the Rewards Program; or (c) use of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the Website through online or SMS text means; or (d) any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (e) activity deemed in the sole discretion of Sponsor or Administrator to be generally inconsistent with the intended operation of the Rewards Program. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT THE WEBSITE or www.foodlion.com OR UNDERMINE THE LEGITIMATE OPERATION OF THE REWARDS PROGRAM OR EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS ADMINISTRATOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. Sponsor's failure to enforce any term of these Rewards Program Terms and Conditions shall not constitute a waiver of that or any other provision.

8. RELEASES: As a condition of participation in this Rewards Program, you agree on behalf of yourself to release Sponsor and Food Lion LLC 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 Website or using the mobile text integration feature, submitting Points or otherwise participating in any aspect of the Rewards Program, or any typographical or other error in these Rewards Program Terms and Conditions. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any Reward except for any express manufacturer's warranty as may be included with the Reward. Participants bear all risk of loss or damage to Reward, after it has been delivered.

9. SPONSOR: Pepsi-Cola Company, 1111 Westchester Avenue, White Plains, New York 10604.

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