“2017 Pepsi®/Detroit Tigers/Kroger Pop Up 2 the Plate” Shazam Sweepstakes

Official Rules

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY SHAZAM.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED. MULTIPLE ENTRY DEADLINES APPLY.

Message and data rates may apply to use of mobile device for Sweepstakes entry. You may be charged by your wireless carrier for entering via mobile device, so be sure to check your wireless carrier’s pricing plan before entering via mobile device. Wireless Internet access may not be available in all areas.

1. SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00:00 a.m. Eastern Time (ET) on April 17, 2017 and ends at 11:59:59 p.m. ET on September 5, 2017. (Sweepstakes Period”).

2. HOW TO ENTER: To enter the Sweepstakes, you must be a registered member of Shazam. If you are not a registered member of Shazam, please visit http://www.Shazam.com to register for an account. Registration is free. Registration for and use of Shazam applications are subject to Shazam’s terms and conditions and Sponsor has no responsibility with respect to such registration or use. Follow the instructions on the Shazam app to access the official entry form. Complete the official entry form with all required information, including your name and e-mail address. All entries must be received by 9/05/17 at 11:59:59 p.m. ET. To enter via a mobile device, go to the Pepsi Pop to the Plate display sign at a participating Kroger location. Open the Shazam app and tap on the camera icon. Scan the Pop Up to the Plate logo to be entered into the sweepstakes. Message and data rates may apply. To enter without using Shazam, go to www.popup2theplate.com and complete the online form by providing your complete name, daytime phone number, email address and date of birth by the entry deadline of 9/05/17. Then, agree to the Official Rules and submit the online form.

ENTRY RESTRICTIONS: Receipt of entries may be acknowledged, but such acknowledgment does not constitute any representation by Sponsor or Brand Sponsor as to eligibility for Sweepstakes. LIMIT ONE (1) ENTRY PER PERSON PER DAY. A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. (midnight) ET and ending at 11:59:59 p.m. ET. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes. Use of any device/artifice to enter more than once per day may result in disqualification, with all entries being declared void. Entry information must be manually key-stroked; the use of script, macro, robotic, programmed or like means of entry is prohibited and will result in disqualification. Proof of transmission does not constitute proof of receipt or proof of entry.

3. ELIGIBILITY: The Sweepstakes is open only to individuals who are legal residents of the United States, residing in Michigan, who are 18 years or older at the time of entry. Current or former college, minor league and professional baseball or softball players or coaches are not eligible to participate or win. Employees, contractors, directors, and officers
4. PRIZE DETAILS:

Prizes: Ten (10) prizes will be awarded (i.e., one (1) per Drawing Date). Each winner will receive four (4) tickets for the winner and three (3) guests for one (1) Detroit Tigers 2017 regular season home game scheduled to be played on the date set forth in the table below for the applicable Drawing Date (each, a “Game Date”); the opportunity for winner (only) to participate in the Event on the applicable Game Date; and one (1) $100 Kroger® Gift Card, subject to the terms and conditions associated with its use (each, a “prize” and collectively, the “prizes”). Subject to the rules and regulations of Detroit Tigers, Inc. (“Detroit Tigers”), each winner will have the opportunity to participate in a Pop Up to the Plate event on field after completion of the game played on the applicable Game Date, during which such winner will have three (3) chances, each, to hit a tee-ball at a target with a three (3) strike zones (the “Event”). Zone #1 is worth $50 if the ball lands in this zone on the target. Zone #2 is worth $200 if the ball hit lands on the target. Zone #3 is worth $300 if the ball hit lands on the target. Winners may not substitute any other person to hit the ball on their behalf. Winners must be present at the Event at the time and place designated by Sponsor or the Event portion of the prize will be forfeited. Approximate Retail Value of each prize: up to $1,200; depending on the outcome of the Event. Actual value may vary and any difference in value will not be awarded. Tickets awarded must be used on date specified. Prize money earned by participating in the Event, if any, will be awarded in the form of a check. No alternate date is available, and prize will be forfeited if potential winner is unable to attend on the designated date. All other expenses not specifically mentioned herein such as for transportation to and from game and event, parking, lodging, etc. are solely the responsibility of the prize winners and guests. All minors (under the age of 18) must be accompanied by a parent or legal guardian at all times. Major League Baseball game,
event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the Detroit Tigers, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the prize. Sponsor and the Promotion Parties reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Sponsor and Promotion Parties will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation, delay, suspension, postponement and/or rescheduling of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as part of the prize may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s). Sponsor reserves the right to assign seating.

5. DRAWINGS:

One (1) potential winner will be selected on or about each drawing date set forth in the table below (each, a “Drawing Date”) in a random drawing from among all eligible entries received as of 11:59:59 p.m. ET on the date prior to the applicable Drawing Date (each, a Drawing Date Deadline”). Drawings will be conducted by an independent judging organization on or about the Drawing Dates specified. Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared the official winners of the Sweepstakes. Odds of winning depend upon the number of eligible entries received as of the applicable Drawing Date Deadline. The decisions of the judges shall be final. Limit one (1) prize per person, family or household. **ALL NON-WINNING ELIGIBLE ENTRIES FROM ONE**
DRAWING DATE WILL CARRY-OVER TO AND REMAIN ELIGIBLE FOR
SUBSEQUENT DRAWING DATE(S), IF ANY.

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<th>Drawing Date</th>
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6. WINNER NOTIFICATION: Potential winners will be notified by text, phone and/or email at the text, phone and/or email address provided upon entry, within forty-eight (48) hours of the drawing. If a potential prize winner is notified by text or phone, he/she will be required to respond within forty-eight (48) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor and Promotion Parties are not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Once potential winners notification is confirmed to Sponsor, the potential prize winners may be sent an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release for the potential winners to sign, have notarized and return within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within forty-eight (48) hours; (iii) any required documents are not returned within the required number of days; (iv) potential winner is otherwise unable to attend an event when specified or accept the prize as stated, or (v) the potential winner declines the prize for any reason, prize will be forfeited and may be awarded to an alternate winner. Allow three (3) to five (5) days for delivery of the prize following the notification process. Prizes will only be delivered to addresses within MI.

7. 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, camera, computers or providers utilized in any aspect of
the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, 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. 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 all eligible, non-suspect entries received up to the time of the impairment, and Sponsor and Promotion Parties shall not have any further liability to any participant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

8. WINNERS RELEASES: By participating in the Sweepstakes, entrants 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 a play 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 or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered.

9. GENERAL CONDITIONS: This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, and may receive an IRS Form 1099 for the ARV of the prize. Unclaimed prizes will not be awarded. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. 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 except at Sponsor’s sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws and regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Pepsi-Cola Company’s Privacy Policy available at http://www.pepsi.com/en-us/d/#en-us/d/privacy-policy.

10. CONDUCT: By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. 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 play 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
demed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse,
threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY
DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE
THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL
AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS
AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES)
AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE
FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

11. WINNERS’ LIST: For the names of the winners, send a self-addressed, stamped
envelope postmarked by 8/1/16 to “2017 Pepsi Tigers Pop Up to the Plate Sweepstakes”
Winners’ List PSG PO Box 941459, Maitland FL 32794-1459

12. SPONSOR: Pepsi Beverages Company, 28345 Beck Road, Ste 200, Wixom, MI 48393.

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