NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes**: 2015 Pepsi & Patriots Draft Sweepstakes (this “Sweepstakes”).

2. **Sweepstakes Period**: This Sweepstakes begins at 12:00 p.m. (ET) on April 2, 2015 and ends at 5:00 p.m. (ET) on April 21, 2015 (the “Sweepstakes Period”).

3. **Rules**: These Official Sweepstakes Rules, together with the General Rules for all sweepstakes and contests sponsored by any of the Kraft Group Companies, comprise the entire set of Official Rules governing the Sweepstakes.

4. **Eligibility**: Sweepstakes open only to individual legal residents of the fifty (50) United States (excluding Puerto Rico and U.S. territories and possessions) who have attained the age of majority in their state of residence as of the date of entry into the Sweepstakes. Employees of Sponsor, Pepsi-Cola Company, PepsiCo, Inc., Pepsi Bottling Company and each of their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e. spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.

5. **How to Enter**: There are two (2) methods of entry for the Sweepstakes.

   Method 1 – Facebook: To enter, follow the link posted on www.facebook.com/newenglandpatriots or click on the “Pepsi Draft Sweeps” tab on the Patriots Facebook page and submit the official entry form online during the Contest Period.

   Method 2 – Patriots.com - Users can also access the entry form by visiting http://www.patriots.com/sweepstakes/pepsi-draft-sweepstakes

   **Refer a Friend Bonus Entry**: Entrants may obtain bonus entries by referring friends to enter the Sweepstakes. To refer a friend, follow the instructions on the Sweepstakes Page to share your unique link via Facebook and/or Twitter. For each referred friend who successfully enters the Sweepstakes via your unique link, you will receive one (1) bonus entry. There is no limit on the number of referral entries. **All referral entries must satisfy the eligibility requirements of Section 4 of these Official Rules. Non-eligible referral entries will not be counted as bonus entries. Any entrants who utilize sweepstakes/contest referral websites or automated software/computer programs to gain referrals, as well as those entrants who enter as a result of such referral websites and/or automated programs, will be disqualified.**

   No illegible, incomplete, forged, or altered entries will be accepted. Limit: One (1) entry per person, except as set forth in the “Refer a Friend” bonus entry section above. All entries become the exclusive property of the Sponsor and will not be returned.

6. **Prizes and Odds**: Odds of winning depend on the number of eligible entries received.
<table>
<thead>
<tr>
<th>Prize</th>
<th>No. of Winners of Each Prize</th>
<th>Prize Description</th>
<th>Approximate Retail Value</th>
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</table>
| Grand Prize           | 1                           | VIP Package for Day 3 of the 2015 NFL Draft (scheduled to take place on May 2, 2015 in Chicago, IL), including*:  
- Two (2) VIP tickets to the NFL Draft;  
- One (1) seat at the Patriots Team Table for Round 4 of the Draft;  
- Two (2) Draft gift bags  
- Two (2) passes for the Selection Square Hospitality Tent  
- One (1) night hotel accommodations for two (2) in Chicago;  
- $500 Delta travel voucher;  
- One (1) case of limited edition Patriots Super Bowl XLIX Champ Pepsi cans.                                                                 | $1355.00                 |
| Second Place          | 15                          | Two (2) tickets to the Patriots official draft party at Gillette Stadium on April 30, 2015. (Value $65 per ticket)                                                                                                                                                                                                                                                      | $1,950                   |
| **Total Approximate Retail Value of All Prizes** |                              |                                                                                                                                                                                                                                                                                                                                                                        | **$3,305**               |

*Any other costs associated with the Grand prize, including but not limited to ground transportation, Delta travel in excess of $500.00, additional hotel accommodations, taxes, tips, souvenirs, and concessions, are not included in prize.

7. **Selection of Winner:** One (1) Grand Prize winner and fifteen (15) Second Place winners will be determined from all eligible entries received during the Sweepstakes Period in a random drawing(s) to be conducted as soon as practicable following the close of the Sweepstakes Period. The drawing will be conducted by the Sponsor, whose decisions are final on all matters relating to this Sweepstakes. Winner will be contacted via email within two (2) days from selection. If winner cannot be contacted or does not respond within two (2) days, an alternate winner will be selected. Sponsor’s decisions are final on all matters relating to this Sweepstakes.

8. **Winner’s List:** To obtain a list of prize winners, send a self-addressed, stamped envelope to the Sponsor at the address listed below. Requests must be received within two (2) weeks of the close of the Sweepstakes Period and must include the name of the Sweepstakes.
9. **Questions:** If you have any questions regarding this Sweepstakes, send an email to realpatriots@patriots.com with the phrase “Pepsi Draft Sweepstakes Question” written in the subject line of the email.

10. **Sponsor:** NPS LLC, One Patriot Place, Foxborough, MA 02035.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK.** You are providing your information to Sponsor and not to Facebook. The information you provide will only be used in accordance with these Official Rules.

Abbreviated Rules

**2015 Pepsi & Patriots Draft Sweepstakes**

**NO PURCHASE NECESSARY.** Void where prohibited or restricted by law. Sweepstakes open only to individual legal residents of the fifty (50) United States (excluding Puerto Rico and U.S. territories and possessions) who have attained the age of majority in their state of residence as of the date of entry into the Sweepstakes. This Sweepstakes begins at 12:00 p.m. (ET) on April 2, 2015 and ends at 5:00 p.m. (ET) on April 21, 2015. For Official Rules, see www.facebook.com/newenglandpatriots.
GENERAL RULES

1. **No Purchase Necessary:** NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. **Conflict Between Rules:** These General Rules shall apply to all sweepstakes and contests sponsored by any of the Kraft Group Companies, unless modified or superseded by the rules written for a specific sweepstakes or contest (the “Official Game Rules”). In the event that any provision of the Official Game Rules conflicts with any provision of the General Rules provided herein, the terms of the Official Game Rules shall prevail with respect to such matter. Each Sponsor or Administrator (as defined in the Official Game Rules) reserves the right in its sole discretion to interpret the rules of any sweepstakes or contest, and such interpretation shall be binding upon all participants. The Official Game Rules and the General Rules may be referred to collectively as the “Official Rules” for a sweepstakes or contest.

3. **Entries:** Limit of one (1) entry per person per game period, or if applicable, per prize period. No illegible, incomplete, forged or altered entries will be accepted. All entries become the exclusive property of the Sponsor and will not be returned. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to submit multiple entries in violation of the entry limitation will be disqualified. In case of dispute, an on-line entry will be deemed made by the authorized account holder of the e-mail address used to submit entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of submission of an entry form does not constitute proof of receipt.

4. **Selection of Winners:** Winners of a sweepstakes will be determined from all eligible entries received in a random drawing held as soon as practicable after the close of the sweepstakes period by Sponsor, whose decisions are final on all matters relating to the sweepstakes. Winners will be notified by telephone or email, at Sponsor’s sole discretion. In the event that a sweepstakes has multiple prize periods, entrants may enter more than one prize period, but winners will not be eligible to win prizes in subsequent prize periods and non-winning entries will NOT be carried forward to subsequent prize period drawings. Winners of a contest will be selected according to the Official Game Rules.

5. **Prizes and Odds:** Odds of winning depend upon the number of eligible entries received for each sweepstakes. The prizes will be awarded (assuming eligible entries are received). Sponsor reserves the right to substitute prizes of equal or greater value.

6. **Prize Delivery:** Taxes and fees, if any, are the sole responsibility of prize winners. No other substitution or transfer of prizes permitted. Sponsor responsible only for prize delivery; not responsible for prize utility, quality or otherwise.

7. **Eligibility:** Sweepstakes and contests only open to individual legal residents of the fifty (50) United States (excluding CA, FL, NY, Puerto Rico, territories and possessions) who have attained the age of majority in their state of residence as of the date of entry into the sweepstakes or contest. Employees of the Kraft Group Companies, their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e., spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
8. **Verification of Winners and Delivery of Prizes:** Each Winner may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. Prize may be awarded to an alternate winner if affidavit/release(s) is not returned within seven (7) days of the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize or prize notification as undeliverable may result in forfeiture of the prize and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its agencies to use winner’s name, address, likeness, and/or prize information for advertising and promotional purposes in any medium without additional compensation to the extent permitted by law.

9. **Choice of Law and Disputes.** This sweepstakes or contest is void outside of the fifty (50) United States (excluding CA, FL, NY, Puerto Rico, territories and possessions) and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. This sweepstakes or contest will be governed by the internal laws of the Commonwealth of Massachusetts. Any and all legal actions or claims arising in connection with this sweepstakes or contest must be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts. Except where prohibited by law, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Boston, MA, (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney’s fees, (iii) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, “Special Damages”), and (iv) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

10. **Miscellaneous:** Sponsor and judges not responsible for late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due, or misdirected entries, mail or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Further, Sponsor and judges not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. The use of automated software or computer programs to enroll or to enter the sweepstakes or contest is prohibited and any individual who uses or attempts to use such methods to enroll or to enter will be disqualified. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this sweepstakes or contest, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this sweepstakes or contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes or contest. In the event of any such cancellation, termination or suspension, a notice will be posted and a random drawing will be held from among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of his or her sweepstakes or contest entries) from this sweepstakes or contest or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he or she tampers with the entry process or if his or her fraud or misconduct affects the integrity of the sweepstakes or contest. Sponsors reserve the right to correct clerical or typographical errors in promotional materials.

11. **Conditions of Participation.** By participating in this sweepstakes or contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges and warrants that s/he is eligible to participate in this sweepstakes or contest. By participating, entrants
hereby release and agree to hold harmless the Kraft Group Companies, Pepsi-Cola Company, PepsiCo, Inc., Pepsi Bottling Company and each of their directors, employees, officers, and agents, including without limitation, their advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities.

12. CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEETSTAKES OR CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Privacy Policy: Entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor’s privacy policy. Any questions regarding privacy matters should be directed to the address set forth in the Official Game Rules for important information regarding the collection, use and disclosure of personal information by Sponsor.

14. Kraft Group Companies: As used herein, “Kraft Group Companies” shall refer to New England Patriots LLC, NPS LLC, NPP Development LLC, CBS Scene Patriot Place, LLC, and Kraft Soccer LLC. “Kraft Group Company” shall refer to any one of the Kraft Group Companies.