LIPTON® ICED TEA/DANCE PARTY 3 and BRISK® GEARS OF WAR: JUDGMENT
"GAME ON" INSTANT WIN GAME AND SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. STANDARD TEXT MESSAGING RATES AND DATA CHARGES MAY APPLY TO TEXT-MESSAGES, WHETHER SENT OR RECEIVED.

1. **Promotion Period:** Lipton Iced Tea Dance Central 3 and Brisk Gears of War: Judgment Instant Win Game and Sweepstakes (the "**Promotion**") begins at 12:00 p.m. Eastern Time ("**ET**") on December 27, 2012 and ends at 11:59:59 p.m. ET on April 30, 2013 (the "**Promotion Period**"). The Administrator's computer clock is the official time-keeping device for the Promotion. For purposes of these rules, a "day" is defined as a twenty-four (24) hour time period beginning at 12:00:01 a.m. ET through 11:59:59 p.m. ET, except for first "day" of the Promotion which begins at 12:00 p.m. ET and ends at 11:59 p.m. ET.

2. **Eligibility:** Open only to legal residents of the fifty United States and the District of Columbia who are 18 years of age and older as of the date of participation. Employees of The Pepsi-Lipton Tea Partnership (the "**Sponsor**"), PepsiCo, Inc., Conopco, Inc., d/b/a Unilever, Microsoft Corporation, Pepsi-Cola Company, its bottlers, Prize Logic, LLC (the "**Administrator**") and each of their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively "**Sponsor and its Administrators**") and the immediate family members or persons living in the same household of each, are not eligible to participate or win.

3. **How to Enter the Promotion:**

   a. **How to Play the Instant Win Game:** During the Promotion Period, you may purchase specially marked Brisk Iced Tea products (24oz cans, 12 packs of 16.9oz bottles, 12 packs of 12oz cans, 128 oz bottles, or 1L and 2L bottles) and 100% Natural Lipton Iced Tea products (12 packs of 16.9oz bottles, 20oz bottles, 64 oz bottles and 128 oz bottles) that contain a unique promotional code (the "**Code**"), while supplies last, from participating retailers. (**See Rule #4 of these Official Rules for instructions on how to obtain a Code without a purchase**.) After obtaining a Code, you may enter using the following methods:

      i. **Online:** Visit www.gameonpromo.com (the "**Website**") and enter your e-mail address begin registering for the Promotion. To register, you must provide your complete first and last name, street address (P.O. Boxes are not permitted), city, state, ZIP code, telephone number, and date of birth. After registering, you will enter your Code and select to play for either the Lipton Iced Tea prize pool or Brisk prize pool. By successfully registering for the Promotion and entering your Code or text messaging as explained below, you will receive one (1) instant win game play (the **"Game Play"**). After your Game Play is completed and received, you will receive either a win or lose message on screen indicating whether you are a potential Instant Prize Winner.

      ii. **Text-Message:** During the Promotion Period, you may enter by text messaging from your wireless mobile device either "dance" for the Lipton Iced Tea prize pool or "gears" or "game" for the Brisk prize pool to short code "87963". You will then be sent a follow up text message requesting you to reply with your email address. You must reply with your email address to receive one (1) Game Play. After your reply to the follow up message is received, you will be sent another text message identifying whether you are a potential Instant Prize Winner or not. Participants must have a mobile phone with text messaging capabilities to enter by text message and may incur a standard text message charge from their wireless service provider for each message sent and received. Approximately four (4) text messages will be required to enter. Check with your wireless service provider for details on these and any other applicable charges. Message and data rates may apply. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. Text message entries will be deemed to have been submitted by the registered owner of the wireless number used to enter. Not all wireless carriers participate. Text message entries will be deemed to have been submitted by the registered owner of the wireless number used to enter.

      IMPORTANT: Proof of sending a text message to the short code is not considered proof of delivery to or receipt by Sponsor or Administrator. You may, at any time, choose to stop participating in this

Promotion by sending an opt-out text message stating "STOP" to 87963. If you send an opt-out text message, you will be sent a reply text message, which will provide that you have been unsubscribed and will receive no further messages along with a link to customer support for the Promotion. If you send a text message stating "HELP" to 87936, you will be sent a reply text message, which will include a link to customer support for the Promotion.

b. **How to Enter the Sweepstakes:** During the Promotion Period, you will receive one (1) entry into the Sweepstakes for each eligible Game Play received.

The person submitting the Game Play or Sweepstakes Entry will be deemed the participant (the "**Participant**"). All Game Plays must be received by 11:59:59 p.m. ET on April 30, 2013. Limit five (5) Game Plays/Sweepstakes entries per Participant per day regardless of the method entry used to enter the Promotion. Limit one (1) Game Play per Code. Normal Internet access, phone/usage charges imposed by your on-line/phone service will apply. All Game Plays/Sweepstakes entries become property of the Sponsor.

4. **How to Obtain a Code without a Purchase:** Send your name and a complete address postmarked by April 16, 2013 to: LIT/Brisk Gaming Promotion, PO Box 760024, Dept 897-700, El Paso, TX 88576-0024. Limit one (1) Code request per hand-addressed stamped outer envelope. Limit six (6) envelopes per day per Participant. Code requests must be postmarked by April 16, 2013 and received by April 23, 2013. No photocopied or mechanically reproduced entries or envelopes accepted. No responsibility is assumed by Sponsor or its Administrators for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail. To enter the Promotion, follow the instructions outlined in Rule #3.

5. **Sweepstakes Random Drawing:** Four (4) potential Sweepstakes Grand Prize winners will be selected in a random drawing on or about May 1, 2013, from among all eligible Sweepstakes entries received from all methods of entry in the Promotion. The random drawing will be conducted by the Administrator, an independent judging organization whose decisions are final and binding on all matters relating to the Sweepstakes drawing. The odds of winning the Sweepstakes Grand Prize will depend on the number of eligible Sweepstakes entries received during the Promotion Period. The selected Grand Prize winners are considered to be a potential winners subject to verification and compliance with these Official Rules.

6. **PRIZES:** Four (4) Grand Prize winners will have their choice of a themed Ultimate Entertainment Room.

Dance Central 3 themed Grand Prize package will consist of a Samsung 60-inch Class LED HDTV, Samsung Blu-ray Home Theater System, Xbox 360 250GB Kinect Bundle, Xbox 360 Essentials Pack, Dance Central 3 for Xbox 360 and the Vision Fitness TF20 Classic treadmill with Passport™ module (Approximate retail value $5,379.96).

Gears of War: Judgment themed Grand Prize package will consist of a Samsung 46-inch Class LED HDTV, Logitech Surround Sound Speaker System, two (2) X Rocker® Pro Series Wireless Video Gaming Chairs, Xbox 360 250GB Kinect Bundle, Xbox 360 Essentials Pack, two (2) additional Xbox 360 Wireless Controllers, Xbox LIVE 12 Month Gold Membership, two (2) Xbox 360 Rechargeable Battery 2-Packs, Xbox 360 Quick Charge Kit, Xbox 360 Wireless Headset with Bluetooth, Gears of War: Judgment for Xbox 360, Professional Dart Board, Commercial Grade Glass-Front Beverage Cooler, Indoor / Outdoor Folding Table Tennis Set (Ping Pong) and Full Size Foosball Table (Approximate retail value $5, 179.90).

Instant Prizes, ARV and Odds of Winning: The following instant prizes (each an "Instant Prize") are available to be won. Odds vary based on the number of visitors to the Website during the Promotion Period, the number of prizes available and the time of Game Play. The total number of Instant Prizes will not exceed the number of Instant Prizes stated in below. All Instant Prizes will be awarded provided there are a sufficient

number of eligible Winners, except that Instant Prizes that are unclaimed, unredeemed or returned as undeliverable will not be awarded.

Dance Central 3 Instant Prize Description	**ARV**	**Quantity available**
Xbox Console with Kinect (Xbox 360 4 GB console with Kinect, 1-month Xbox LIVE Gold membership)	$300.00	250
Xbox LIVE 1600 points	$20.00	500
Dance Central 3 Game for Xbox 360 with Kinect	$50.00	500
Xbox LIVE "1" Month Gold Membership Cards	$8.00	500

Gears of War: Judgment Instant Prize Description	**ARV**	**Quantity available**
Xbox Console with Kinect (Xbox 360 4 GB console with Kinect, 1-month Xbox LIVE Gold membership)	$300.00	250
Xbox LIVE 1600 points	$20.00	500
Gears of War: Judgment Game for Xbox 360 with Kinect	$50.00	500
Gears of War: Judgment – Hoodies	$40.00	60
Gears of War: Judgment – T-Shirts	$15.00	75
Gears of War: Judgment – Hats	$10.00	100
Xbox LIVE "1" Month Gold Membership Cards	$8.00	500

Approximate retail value of all prizes is up to $254,045.

7. **General**: Winner is solely responsible for any taxes on the prize, and will receive an IRS Form 1099 for the ARV of the prize, if applicable. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is permitted. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Limit one (1) Grand Prize per Participant/household. Limit one (1) type of Instant Prize per Participant/household. A Participant may win an Instant Prize and the Sweepstakes Grand Prize.

8. **Game Piece/Code Verification:** All Codes are subject to verification at the sole discretion of the Sponsor. Anti-fraud detection devices may be used for verification purposes. Game pieces and Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by Sponsor in its sole discretion, to be unauthorized, illegitimately obtained (i.e., through means other than those stated in Rule 3) or if they contain an unauthorized message, code or other marking not issued by Sponsor for use in this Promotion, or if defective or if they contain printing or other mechanical errors or are printed or produced in error or are illegible or unreadable or blank. No prize claim will be valid if such entry is associated with any Code deemed void for any reason, including without limitation, the following: (a) Code is not verified or recognized as being validly issued by Sponsor in the Promotion; (b) Code is determined to be previously

entered and used; (c) Code is incorrectly or incompletely entered or submitted; or (d) Code or corresponding game piece is otherwise void. Each Participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of game pieces, Codes, and other materials submitted for verification. Sponsor shall have no obligation to the holder of any void game piece or Code. Sponsor may, at its sole discretion and without obligation, elect to replace an illegible game piece with one (1) randomly selected game piece, if appropriate, upon request while supplies last. Sponsor reserves the right to inspect and examine any illegible game piece prior to issuing a replacement. Replacements shall be issued at Sponsor's sole discretion and may be denied in the event of non-compliance with these Official Rules. Except as expressly stated above, Sponsor shall have no liability or obligation with respect to any void game piece.

9. **Winner Notification**: Potential Grand Prize Sweepstakes winners will be notified by telephone or mail within three (3) days of the drawing at the phone number/postal address provided at the time of registration on the Website. Any mail returned as undeliverable without a forwarding address or telephone notification not confirmed to Sponsor within forty-eight (48) hours of notification may result in Prize forfeiture and an alternate winner may be selected at Sponsor's discretion. The potential Grand Prize Winner (or parent/legal guardian if a Grand Prize Winner is a minor in her state of residence) will be required to sign and return an Affidavit of Eligibility, liability/publicity release (except where prohibited by law) within five (5) business days of notification attempt or the prize will be forfeited and alternate winner may be selected. Sponsor will not be obligated to make more than three (3) attempts to award the Sweepstakes Grand Prize to an alternate winner. All other Prizes will be sent to winners at the postal address provided during registration on the Website. You are responsible for keeping your postal address updated on the Website. Allow 8 to 10 weeks for delivery of Prize by mail following notification process. Prizes will only be delivered to addresses within the United States.

10. **Limitations of Liability:** Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. No responsibility or liability is assumed by the Sponsor and/or its Administrators 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, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Website or any other website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion. **From time to time during the Promotion, Sponsor's webmaster may perform maintenance on the Website which may result in a Participant's inability to enter Codes.** Sponsor and its Administrators are not responsible for any typographical or printing errors in the Codes, any display or announcement of Sweepstakes prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website, 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 participation in the Promotion, or use of or download of any information from the Website. Use of the Website is at user's own risk. 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.

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.

11. **Modification:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor, at its sole discretion, reserve the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of entry, at any time, including but not limited to, any occurrences described in Rule 10 above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion, or if Sponsor determines that more prize claims are submitted and/or more prize notices are distributed than the number of prizes offered in these Official Rules. 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 the eligible entries received up to the time of the impairment, and Sponsor and its Administrators shall not have any further liability to any Participant in connection with the Promotion. Sponsor may modify and amend these Official Rules as they appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Promotion.

12. **Conduct**: By participating in this Promotion, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects; and the Terms of Service and the Unilever United States, Inc. and Pepsi-Cola Company Privacy Policies all of which govern activities on the Website. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Code redemption process or the operation of the Promotion or any website, 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 disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

13. **Winners List:** For a list of prize winners, send a your name and complete address postmarked after April 30, 2013, to: LIT/Brisk Gaming Promotion – Winners List Request, PO Box 3000, Dept 897-700, Young America, MN 55558-3000. Winners' list request must be received by May 30, 2013.

14. **Sponsor/Administrator:** The Sponsor of the Promotion is The Pepsi-Lipton Tea Partnership, 700 Anderson Hill Road, Purchase, NY 10577. The Administrator of the Promotion is Prize Logic, LLC, 25200 Telegraph Road, Southfield, MI 48033.

Customer service inquiries can be made at Contact Us.

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