

**PEPSI®/A&P FAMILY “X FACTOR™ LIVE” SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **HERE'S HOW TO ENTER:** Beginning on September 16, 2011 at 12:01 a.m. EST and ending on October 7, 2011 at 11:59 p.m. EST, call toll free 1-877-617-1726 and provide your phone number, name, address, zip code and date of birth as prompted. Telephone numbers will only be used to notify winners. Limit one (1) telephone entry per name, address or household per day. Sponsor assumes no responsibility for technical, electronic, telephone congestion, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind. Computer-generated or robotic calls will not be accepted. All phone entries will be accepted starting at 12:01 AM Eastern Time on 9/16/11. All entries must be completed no later than 11:59 PM Eastern Time 10/7/11 to be eligible for the drawing. Sponsor's clock shall be the Official clock for determining eligibility. All entries become the property of Sponsor and will not be acknowledged.
2. **PRIZES:** One (1) Grand Prize will be awarded consisting of a trip for two (2) to Los Angeles, California to attend one (1) live broadcast of The X Factor. Travel is tentatively scheduled to occur between mid-November and late-December (of 2011). Exact travel dates will be determined at a later date, by Sponsor, in Sponsor's sole discretion. Trip consists of: Round-trip coach air transportation for two (2) from an airport near winner's U.S. home (airport and carrier selected by Sponsor), one (1) double-occupancy standard hotel room for two (2) nights, ground transportation to/from airport/hotel/show, two (2) tickets to a taping of The X Factor, and \$500 spending money (awarded in the form of a check, payable to winner). All other expenses not specifically mentioned herein are solely the responsibility of prize winner. Travel must be taken on dates specified by Sponsor at time of notification; no alternative travel dates are available. Show/travel dates are subject to change. All travel subject to availability, blackout periods, government restrictions and regulations, hotel, airline, airport or other transportation terminal (or other types of transportation) restrictions and regulations. Other restrictions may apply. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled events (including, but not limited to airline flights, taping, events) beyond its control. Travel guest must sign and return a travel release before any ticketing or travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel within the United States. Winner and travel guest must travel on same itinerary. Travel guest must be at least 8 years of age or older. Any minor guest (under age of 18) on trip must be accompanied by minor's parent or legal guardian who must be the winner. Approximate Retail Value (“ARV”): Up to \$2,500, depending upon winner's point of travel origin.
3. **DRAWING:** Prize winner will be selected in a random drawing from among all eligible entries received. Drawing will be held on or about October 12, 2011 and will be conducted by a representative of Promotion Security Group, LLC, whose decisions shall be final. Odds of winning depend upon the number of eligible entries received. One prize will be awarded.
4. **ELIGIBILITY and GENERAL TERMS:** Sweepstakes open to legal US residents of CT, DE, MD, NJ, NY, PA and the District of Columbia, who are 18 years and older. Employees of A&P, Pathmark, Waldbaum's, Super Fresh, Fox Broadcasting Company, News Corporation, Fox Digital Media, FremantleMedia North America, Inc., Blue Orbit Productions, Inc., Syco, Simco Limited, Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company, and each of their respective parent companies, subsidiaries, divisions, affiliates, distributors, suppliers and advertising, promotional or judging agencies and immediate family members or persons living in the same household of such employees are not eligible to win. No substitution of prize is offered, no transfer of the prize to a third party is permitted, and noncash prizes may not be redeemed for cash. Void wherever prohibited or restricted by law. All federal, state and local laws and regulations apply. All federal, state and local taxes on prizes are solely the responsibility of the prize recipient; if applicable, winner may receive an IRS form 1099 for the retail value of the prize. No groups, clubs, newsletters or organizations may reproduce or distribute any portion of these official rules to their members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decision of the judges which will be final and binding.
5. **WINNER NOTIFICATION/RELEASES:** Potential winner will be notified by phone and/or mail within forty-eight (48) hours of the drawing. Prize winner may be required to claim the prizes within five (5) days of date of attempted notification by signing and returning an Affidavit of Eligibility and Liability/Publicity Release. In the event (i) the required documents are not returned within five (5) days; (ii) mail is returned as undeliverable mail without a forwarding address, (iii) a telephone notification is not confirmed to Sponsor within forty-eight (48) hours, or (iv) winner is unable to travel on the specified dates, the prize may be forfeited and an alternate winner may be selected from among all remaining entries. Any portion of any prize not accepted by winner shall be forfeited. Upon forfeiture for any reason stated herein, no compensation shall be given. If applicable, allow 1-2 weeks for delivery of prizes after completion of the notification process. Prize will only be delivered to an address within CT, DE, MD, NJ, NY, PA or the District of Columbia. Winner by participating in sweepstakes and

acceptance of a prize, agrees to release A&P, Pathmark, Waldbaum's, Super Fresh, Fox Broadcasting Company, News Corporation, Fox Digital Media, FremantleMedia North America, Inc., Blue Orbit Productions, Inc., Syco, Simco Limited, Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company, and each of their respective parent companies, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional or judging agencies from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt of prize, or while preparing for, participating in, and/or traveling to any prize-related activity or any typographical or other error in these Official Rules or in the announcement or offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded. The winner shall bear all risk of loss or damage to prize after it has been delivered. Sponsor reserves the right to cancel or suspend the sweepstakes if it is tampered with or corrupted in any manner and, in the event of cancellation, prizes will be awarded via a random drawing to be conducted from all eligible entries received as of the date of cancellation. Except where prohibited by law, winner must consent to the use of their name, voice, picture or other likeness without compensation for promotional purposes in all media as determined by Sponsor.

6. **WINNERS' LIST:** For the name of the prize winner, send a self-addressed stamped envelope before December 30, 2011 to: PEPSI®/A&P FAMILY "X FACTOR® LIVE" Winners List, P.O. Box 940340, Maitland, FL 32794-0340.
7. **SPONSOR:** Pepsi Beverages Company, 7095 Samuel Morse Drive, Suite 300, Columbia, MD 21046.

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