

OFFICIAL RULES

PAPA JOHN'S PEPSI VIP EXPERIENCE PROMOTION

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. Open only to legal residents of Indiana, Kentucky and Ohio, U.S. states, who are at least 18 years old or age at the time of entry. The NFL Entities (as defined in the Official Rules) have not offered or sponsored this Sweepstakes in any way.

PROMOTION DESCRIPTION: Papa John's Pepsi VIP Experience Promotion (the "Promotion") begins on or about October 2, 2017 at 10:00:00 a.m. Eastern Time ("ET") and ends on October 15, 2017 at 11:59:59 p.m. ET (the "Promotion Period"). The Promotion consists of a random draw sweepstakes (the "Sweepstakes") to award the Sweepstakes prizes, as described herein. Participation in the Promotion does not constitute participation in or entry into any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Papa John's National Marketing Fund, Inc., 2002 Papa John's Boulevard, Louisville, KY 40299 ("Sponsor"), which shall be final and binding in all respects. The NFL Entities (as defined below), PepsiCo, Inc..

ELIGIBILITY: Only legal United States residents residing in Indiana, Kentucky and Ohio, who are at least 18 years old or age at the time of entry are eligible to participate. The following persons are not eligible to participate: Employees, officers and directors of Sponsor, PepsiCo Inc., Pepsi-Cola Company and its bottlers, or any the NFL Entities (as defined below) (collectively, the "**Promotion Entities**"), or a member of the immediate family and/or those living in the same household of each. "**NFL Entities**" means the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their parents, subsidiaries, affiliates, franchisees, distributors, retailers, sales representatives, advertising and promotion agencies. Promotion is void in Alaska, Hawaii, Puerto Rico and where prohibited by law.

TO ENTER THE SWEEPSTAKES: During the Promotion Period, each entrant who submits an online order for any Large Specialty Pizza and any 2-Liter Pepsi product using the special promo code BETTERVIP through the papajohns.com website ("**Website**") at participating Papa John's restaurants automatically receives one (1) entry into the Sweepstakes. To opt-out of being included in the Sweepstakes, send an email request to: OptOut@papajohns.com. To enter without ordering online: submit your full name, street address (including city, state and zip code), daytime telephone number, date of birth and e-mail address in an email to: BetterVIP@papajohns.com. Limit one (1) entry per person throughout the entire Promotion Period regardless of entry method. All entries must be received by 11:59:59 p.m. ET on October 15, 2017 to be entered into the random drawing. Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's Privacy Policy.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information

whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

ENTRANT HEREBY WAIVES ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID WEBSITE WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE AND ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR CONDITIONS REGARDING THESE LIMITATIONS AND/OR EXCLUSIONS.

In the event of a dispute over the identity of a potential winner, entry will be deemed completed by the authorized account holder of the email address provided via either entry method. "**Authorized account holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. The submission of a prize claim is solely the responsibility of the participant.

SWEEPSTAKES WINNER SELECTION AND NOTIFICATION: At the conclusion of the Promotion Period, the Sweepstakes prize winners will be randomly selected on or about October 18, 2017 from all eligible entries received during the Promotion Period. The random drawing will be conducted by the Sponsor. Sponsor's decisions are final and binding on matters relating to this sweepstakes. The potential Sweepstakes prize winners will be notified by email on or around October 18, 2017, using contact information provided or collected at the time of entry. Promotion

Entities shall have no liability for any winner notification or prize that is lost, intercepted or not received by a potential winner for any reason. In the event a winner's email address is undelivered after forty-eight (48) hours of the first prize award attempt, winner will be contacted at the phone number provided at time of entry. Further, if a prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, may attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Odds of winning a Sweepstakes prize depend on the number of eligible entries received.

PRIZES AND APPROXIMATE RETAIL VALUES: Total of one (1) Prize Winner randomly selected from all eligible entries during the Sweepstakes Period. Winner receives four (4) VIP Tickets and pre-game sideline passes and one (1) pass to sit on the home team bench during a portion of pre-game warm-ups and stand in the tunnel during player introductions at the 10/29/17 Cincinnati Bengals game. The approximate retail value ("ARV") of the Prize is \$400. Limit one (1) Sweepstakes Prize per person.

GENERAL PRIZE CONDITIONS: Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prizes are nontransferable and no substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value if advertised prize is unavailable for any reason. Winners shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential winner of a Sweepstakes Prize must sign and, in the case of a winner of a prize valued at \$600 or more, have notarized an Affidavit of Eligibility, a Liability Release, (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") and a W-9. If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and the prize in question will not be awarded.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, and agree to defend, indemnify and hold Promotion Entities harmless from any and all costs, liabilities, claims, injuries, losses, expenses, causes of action, fines, penalties, legal proceedings or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to the Promotion, the participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession, travel-related to, attendance at, defect of, delivery of, inability to use, use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's/offer's quality or

fitness for a particular purpose. Promotion Entities assume no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Promotion Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, nonsuspect registered participants received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Release and Indemnity: Sponsor and its respective parents, affiliated and subsidiary companies; PepsiCo, Inc.; The NFL Entities and advertising and promotion agencies and licensors, assume no liability and are not responsible for, and you/entrant hereby forever waive/s any rights to any claim in connection with, the selection and announcement of a Prize Winner, the distribution of a Prize, the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of a Prize or any part of this Sweepstakes. Each entrant in this Sweepstakes, including, without limitation, a Prize Winner, hereby releases and agrees to hold harmless the Sponsor, Administrator, and their parents, affiliates, subsidiaries, PepsiCo, Inc., The NFL Entities and any advertising and promotion agencies and licensors, and their respective directors, officers, employees, representatives and

agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, attendance at, travel related to, defect in, delivery of, inability to use, use or misuse of a Prize, the Sweepstakes, participation in this Sweepstakes and participation in any activity related to this Sweepstakes. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, and agree to defend, indemnify and hold Promotion Entities harmless from any and all costs, liabilities, claims, injuries, losses, expenses, causes of action, fines, penalties, legal proceedings or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to the Promotion, the participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession, travel-related to, attendance at, defect of, delivery of, inability to use, use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's/offer's quality or fitness for a particular purpose.

Limitation of Liability: IN NO EVENT WILL THE SPONSOR, ITS PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, PEPSICO, INC., ELECTRONIC ARTS INC., THE NFL ENTITIES, THEIR ADVERTISING OR PROMOTION AGENCIES, LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" WITHOUT 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.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-

pocket expenses (i.e., costs directly attributable to participating in this Promotion), and participant further waives all rights to have damages multiplied or otherwise increased.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF KENTUCKY. WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST: For the names of the winners of prizes, send a self-addressed, stamped envelope to: Papa John's *Pepsi VIP Experience* Promotion, 2002 Papa John's Boulevard, Louisville, Kentucky 40299. All such requests must be received within six (6) weeks after the end of the Promotion Period.