



Title: **Pepsi Max: Max Your Bro** Contest
Coverage: Nationwide
Per DOH-BFAD Permit No. 0773 Series of 2009

TERMS AND CONDITIONS:

1. The "Pepsi Max: Max Your Bro" Contest ("Promo") is open to all Philippine residents 18 years old and above who has a valid and active Facebook and/or Friendster account. Employees of PepsiCo, Pepsi-Cola Products Philippines (PCPPI), Pepsi-Cola Far East Trade (PCFET) ("Pepsi"), BBDO Guerrero – Proximity Philippines ("Agency"), MindShare, its content provider, their affiliates, subsidiaries, successors or assigns and their immediate families (i.e., their relatives up to the second degree of consanguinity or affinity) and/or members of their households (i.e., those sharing their home addresses) may join but are NOT eligible to win the promo. The competition begins on July 4, 2009 and ends on October 31, 2009. By entering the Contest, each contestant agrees and acknowledges that Pepsi is permitted to receive his/her registration data. All personal information will be used by Pepsi in accordance with its privacy policy.
2. Pepsi together with Agency will monitor the images and the general activity on www.maxmoto.com.ph ("Website") and the Max Your Bro application <http://apps.facebook.com/maxyourbro> and <http://widgets.friendster.com/maxyourbro> ("Application"). Pepsi and Agency reserves the right, in its sole discretion, to disqualify and remove the following:
 - a. Entries/accounts containing any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic or profane content.
 - b. Entries/accounts which infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or which violate any person's rights of privacy or publicity. This means, for example, that entries must not include:
 - c. Trademarks owned by third parties;
 - d. Entries which contain any content that promotes any product or service other than that of Pepsi.
 - e. Entries/accounts that have been reported to false or bogus
3. If, for any reason the Promo is not capable of running as planned, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promo, the Sponsor reserves the right, with BFAD permission, to disqualify any individual(s) who tamper with the entry process, and do/or to cancel, terminate, modify, or suspend the Promo.
4. By joining the promo, participants agree to release, discharge and hold harmless the Sponsor and their partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in the Promo or any Promo-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.
5. By joining the promo, participants agree to grant Pepsi the ownership and the right to use or publish the names and photo entries at anytime in its promo announcements, website and/or advertising materials, without need of compensation.
6. By joining the promo, participants give Pepsi the exclusive rights over the materials submitted, including, but not limited to the right to reproduce, exhibit or publish the images and/or for promotional purposes, displaying the prints and videos in a public venue, the internet or publish the prints or otherwise use the submitted materials for the purpose of promoting the competition or any by-product event arising from the competition. These rights are understood to be without any financial compensation to the photographers, videographers or any of the models appearing on the materials.

7. By joining the promo, participants give consent to Pepsi to collect their data on the registration form in order for Sponsor to fulfill the verification process mandated by BFAD.
8. Each contestant agrees to fully indemnify Pepsi in respect of all royalties, fees and any other monies owing to any person by reason of the contestant breaching any of the foregoing.
9. PEPSI assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest, and PEPSI assumes no responsibility for technical, hardware or software failure of any kind, for lost network connections, garbled computer transmissions, other problems or technical malfunctions with regard to the Contest. If for any reason, programs are not capable of running as planned, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of PEPSI which corrupt or affect administration, security, fairness, integrity, or discretion, PEPSI reserves the right to cancel, terminate, modify or suspend the Contest. PEPSI assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries. PEPSI is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail addressed to PEPSI on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including any injury or damage to the contestant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest. If for any reason a contestant's entry cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, PEPSI assumes no responsibility.
10. In no event will PEPSI, its parents, affiliates, subsidiaries and related companies, its advertising or promotion agencies, or its officers, directors, employees, shareholders, representatives or agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any contestant's access to and use of the Website. Without limiting the generality of the foregoing, everything on the Website is provided "as is", without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for purpose or use or non-infringement.
11. By entering, each contestant releases and holds harmless PEPSI, its parents, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability or injuries, loss or damage of any kind arising from or in connection with participation in the Contest or acceptance or use of any prize to the greatest extent as permitted by law.
12. All participants who join are presumed to have read the promo mechanics, and understood and agree to abide by its complete rules and regulations that can be seen online at www.maxmoto.com.ph, www.facebook.com/pepsimaxmoto and www.friendster.com/pepsimaxmoto.
13. Sponsor does not have any obligation to monitor the contents of the comments. However, Pepsi shall the right to screen and approve the comments and also has the right to delete any offensive and destructive comments.
14. Sponsor disclaims any liability for failure to receive or acknowledge entries arising from force majeure, including acts of God, fires, floods, wars and other disturbances, labor unrest, or other causes beyond its control.
15. All personal information collected from participants such as first name, last name, email address, gender and age is subject to Facebook (<http://www.facebook.com/policy.php>) and Friendster (<http://www.friendster.com/info/privacy.php>) Privacy Policy.
 - a. In the event that Pepsi requests for additional information for potential winners like contact number and mailing address, participants must be prepared to provide necessary documents



as proof of identification such as two (2) valid IDs with photos and a written certification that the email address used for the specific account is owned by the said participant. Unless prohibited by law, they must submit these documents in order for Sponsors to award the corresponding prize. Non-compliance or non-submission of verification IDs will result in disqualification and selection of an alternate winner.

16. All Facebook and Friendster accounts and points coming and going from these accounts are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. Points will be void if the suspected accounts fail to pass anti-fraud detection, or if determined by Sponsor in its sole discretion, to be illegally or illegitimately created. No point will be valid for any reason, including but not limited to: (1) The account has no profile photo, (2) The accounts has no friend and if there is, they are friends with other bogus accounts, (3) The accounts have been reported as bogus, (4) The accounts are newly created after the launch of the promo, based on the userID generated by Facebook and Friendster, (5) IP collision, (6) Private/public information available, (7) Email address registered to the database, (6) no other recent activities but Pepsi Max Max Your Bro, (7) and more. Notwithstanding the foregoing, Sponsor may at its sole discretion and without obligation, send a request to the alleged user to submit two (2) valid IDs with photo, contact details and verify their Facebook and/or Friendster accounts with a maximum of 3 days allowance for submission. Otherwise, all points given through the actions will be considered invalid, both for the positive and negative points.

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