BY ENTERING THE CONTEST DESCRIBED HEREIN ("CONTEST"), YOU ("PARTICIPANT") AGREE TO THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS CONTEST WILL BE SHARED WITH THE SPONSOR, PEPSICO, INC. ("SPONSOR").

NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY TO WIN THIS CONTEST.

1. Agreement to Official Rules: By participating in the Contest, Participants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor and/or Administrators, which are final and legally binding in all matters related to the Contest. Whether Participant(s) and/or Team(s) receive(s) a prize is contingent upon fulfilling all requirements set forth herein (the "Official Rules").

2. Timing: The Contest will begin on May 6, 2016 and end on August 5, 2016 with the submission of each team’s abstract and business case (the "Submission").

3. How to Enter: Participants must sign up in order to be eligible to compete from May 6, 2016 to August 5, 2016. Visit http://www.PepsicoStudentChallenge.swe.org and register your Team members on the PepsiCo/Society of Women Engineers (SWE) Student Engineering Challenge page by following the online instructions. (See eligibility requirements below.) Teams must meet the eligibility requirements set out below, provide all of the specified information (as described online) and click on the submit key. During the registration period a confirmation email will be sent to all Teams that have completed registration. Please retain the confirmation email for your records. Submissions not received within the qualification deadline period and/or with incomplete information, past the due date, will be disqualified by Sponsor at its sole discretion. Limit one (1) application per team. Administrator and Sponsor are not responsible for late, lost, or misdirected application materials or correspondence. All Submission materials become Sponsor’s property and will not be returned.

4. Eligibility: PepsiCo/SWE Student Engineering Challenge is open only to legal residents of the 50 United States, D.C. and Puerto Rico who are at least 18 years of age at the time of entry and who did not make any purchase for purposes of entering this Contest. By participating in the Contest, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects.

Participants must form teams meeting all of the following criteria ("Team") to be eligible:

- Teams must be composed of up to four (4) Participants and include at least one SWE member. Participants must be undergraduates with an anticipated graduation date no earlier than December 2016.
- Multiple Teams can be sent from one university.
- Teams must have self-made, distinctive names and marketing logo not directly associated with any current University, Company, or other organization.
- The top three teams must present its Submission at the SWE’s Annual Conference, taking place in October 29, 2016 in Philadelphia, PA ("Presentation"). Exceptions can be requested and granted at the sole discretion of PepsiCo. Each Participant must have a speaking role in the Presentation.
- Submissions must be written and presented in English.

Each Participant must have a speaking role in the Presentation.
All research content must be referenced.

The Contest is subject to all applicable federal, state, local laws and regulations. Void where prohibited by law.

5. Rules of Submission: By August 5, 2016 each Team must submit abstract and proposal of their case study (the “Submission”) using submission portal at http://www.PepsicoStudentChallenge.swe.org (the “Site”).

All entries must meet the following criteria (to be edited):

1. Abstracts must not exceed 250 words and must not be longer than one page. The abstract MUST contain a title and a brief summary of the case study and must be submitted in PowerPoint format that has been saved as a PDF.

2. Proposal must not exceed 15 pages and must contain:
   a. Cover or title page: Team name, University and Participants’ names (including alternates).
   b. Technologies identified for further improvement of trade quality and increase productivity of our beverage fountain machines.
   c. Details around how feasibly your solution can be executed in terms of but not limited to, the following:
      i. Cost of implementation
      ii. Scale (size of impact)
      iii. Time required to implement the technology
      iv. Resources required
   d. Details on the projected outcome or impact that your innovation has on PepsiCo business and/or customers & consumers.
   e. Samples of collateral materials, news releases, media materials and schedules, if any.
   f. References for all research materials.
   g. Proposal must be submitted in PowerPoint format that has been saved as a PDF.

All Submissions must follow all Contest’s Terms and Conditions. Teams that do not follow the rules and regulations will be disqualified and will no longer be considered for participation in the competition. There will be no exceptions.

ANY SUBMISSION YOU MAKE TO SPONSOR OR ADMINISTRATOR IS ENTIRELY VOLUNTARY, GRATUITOUS AND NON-COMMITTAL. NEITHER SPONSOR NOR ADMINISTRATOR WILL ASSUME ANY OBLIGATIONS OF CONFIDENTIALITY AS PART OF THIS CONTEST, AND PARTICIPANTS AND TEAMS REPRESENT AND WARRANT THAT THEY WILL NOT TRANSMIT CONFIDENTIAL INFORMATION AS A PART OF THE SUBMISSION OR IN CONJUNCTION WITH THE CONTEST.

Participants’ use of the Site to transmit the Submission grants Sponsor and its related, affiliated and subsidiary companies an irrevocable assignment and transfer any and all rights, title and interest in the Submission, including, without limitation, all ideas, expression of ideas or intellectual property. The transfer of ownership will include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license any Submission, and all rights therein, in the name of Sponsor and its related, affiliated and subsidiary companies throughout the world in perpetuity and in any media now or later known. You understand that Sponsor may be working on the same or a similar idea, that it may already know of your Submission from other sources, that it may simply wish to develop your Submission (or a similar idea) on its own or it may have taken or will take some other action. In return for Sponsor review and consideration of your Submission, you acknowledge that you have read, understand and agree to the Terms of Use, including the following:
a. To the best of your knowledge, the Submission represents your own original work, you have all necessary rights to disclose the Submission to Sponsor and that Sponsor's review or use of the Submission will not infringe upon any individual's or entity's rights.

b. You understand that disclosure of your Submission to Administrator and/or Sponsor does not establish a confidential relationship or obligate Administrator and/or Sponsor to treat the Submission or any related materials as secret or confidential. However, you and your Team agree to keep the Submission confidential for Sponsor’s benefit, not to disclose the Submissions to any third parties, or utilize the contents, including any ideas, methods or inventions contained therein, for any other purpose whatsoever.

c. You understand that Sponsor has no obligation, either express or implied, to develop or use your Submission and that no compensation is due to you or anyone else for any inadvertent or intentional use of that Submission, related Submissions or Submissions derived from your Submission. You understand that Sponsor assumes no obligation with respect to any Submission.

d. If your Submission is the subject of a pending or issued patent or other intellectual property right, you hereby grant Sponsor and its related, affiliated and subsidiary companies a perpetual, irrevocable, non-exclusive, worldwide, fully-paid up and royalty-free license to make, have made, use, sell, offer to sell, import and export the Submission without restrictions of any kind and without any payment or other consideration of any kind or without your permission or notification.

e. Sponsor will give your Submission such consideration as is warranted by its sole judgment. Sponsor review of your Submission will not be construed as any recognition of the novelty or originality of the Submission. Sponsor is not obligated to give reasons for rejecting your Submission or to reveal Sponsor activities that are related to the subject matter of the submitted Submission.

f. You hereby irrevocably release and forever discharge Administrator, Sponsor and its related, affiliated and subsidiary companies from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, will or may have against Administrator, Sponsor and its related, affiliated and subsidiary companies or their respecting successors and assigns with respect to the Submission, including without limitation in respect of how Sponsor and its related, affiliated and subsidiary companies, directly or indirectly, use the Submission.

By making a Submission to the Site, you hereby represent and warrant that:

a. you either own or control all of the rights to the content submitted;

b. you have obtained permission from the owner of the content to submit the information; and

c. that you have received all necessary permissions from any person mentioned in your Submission to submit such information to the Site to be used in accordance with these Terms of Use.

Sponsor and/or Administrator will not be liable if, for any reason, the website for submissions (“Site”) is unavailable at any time. Sponsor may, at its sole discretion, take down the Site, render it permanently unavailable or redirect traffic to a different site at any time, with or without notice. Sponsor and Administrator reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on the Site. You agree that it is your responsibility to monitor changes to the Site.

WITHOUT THE PRIOR WRITTEN CONSENT OF SPONSOR, NO PARTICIPANT OR TEAM WILL USE OR PERMIT THE USE OF SPONSOR’S (INCLUDING ANY AND ALL SUBSIDIARIES AND AFFILIATES) NAME OR ANY OF ITS BRAND
NAMES, TRADEMARKS, TRADE NAMES OR LOGOS IN ANY FORM OF SOCIAL NETWORK STATEMENT, PUBLICATION, ADVERTISING OR PUBLICITY RELEASE.

**6. Questions and Answers:** For the duration of the Contest (May 6, 2016 to August 5, 2016) all questions are to be submitted to SWE portal: [http://www.PepsicoStudentChallenge.swe.org](http://www.PepsicoStudentChallenge.swe.org). Questions will be answered via email at Sponsor and Administrators’ sole discretion. Additionally, answers to frequently asked questions may be posted by the Administrator on the SWE portal: [http://www.PepsicoStudentChallenge.swe.org](http://www.PepsicoStudentChallenge.swe.org). Due to confidentiality restrictions no technical information regarding PepsiCo products or projects will be released.

**7. Judging Criteria:** The following Rubric will serve for grading and judging Teams. The Team with highest point total wins the case competition contest. In the event of a tie, judges will convene to determine a sole winner.

<table>
<thead>
<tr>
<th>Grading Rubric</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abstract</td>
<td>1(Poor) 2(Good) 3(Average) 4(Above Avg) 5(excellent)</td>
</tr>
<tr>
<td>Original: Creative approach to the problem statement</td>
<td></td>
</tr>
<tr>
<td>Viable: Proposal is practical and feasible</td>
<td></td>
</tr>
<tr>
<td>Effective: Proposal addresses and answers the problem statement</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Weighting</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal</td>
<td>1(Poor) 2(Good) 3(Average) 4(Above Avg) 5(excellent)</td>
</tr>
<tr>
<td>Feasibility /Technical Merit</td>
<td>45%</td>
</tr>
<tr>
<td>Is the Hypothesis thoughtfully supported?</td>
<td></td>
</tr>
<tr>
<td>What is the Quality of research, facts &amp; ideas?</td>
<td></td>
</tr>
<tr>
<td>Are the solutions coherently pulled together?</td>
<td></td>
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<tr>
<td>The Innovation</td>
<td>35%</td>
</tr>
<tr>
<td>Did they approach the problem in a creative way which resulted in an original solution?</td>
<td></td>
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<tr>
<td>Is the work Applicable to the problem statement?</td>
<td></td>
</tr>
<tr>
<td>Writing &amp; Organization</td>
<td>20%</td>
</tr>
<tr>
<td>Is the work written and presented in a comprehensive manner?</td>
<td></td>
</tr>
</tbody>
</table>

The three (3) highest scoring Teams will be invited to present at the SWE’s Annual Conference, taking place in October 29, 2016 in Philadelphia, PA. Sponsor will award the prizes (set forth in Section 8, below) based on both the judging criteria for the Submission and the Presentation. Transportation and lodging, (“Travel Cost”) will be provided by the Administrator for the Participants of each finalist Team:

**8. Prize:** The top 3 Teams will receive a certificate of recognition. The first place Team will receive prize of $500 per Participant, the second place team will receive $250 per Participant, and the third place team will receive $100 per Participant.
9. Conduct: These Terms and Conditions are accessible from the Site throughout the Contest Period. Failure to comply with these Terms and Conditions may result in disqualification. Administrator and Sponsor reserve the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest or the Site; or to be acting in any manner deemed by Administrator or Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Administrator or Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitations of Liability: Administrator, Sponsor, and its affiliates assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Site or any combination thereof, or; (e) any injury or damage to Participant’s or to any other person’s computer which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Administrator and Sponsor reserve the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.

11. Disputes: Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the state of New York or the appropriate New York State Court.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. PepsiCo Legal Disclaimer: All PARTICIPANTS ASSUME ALL RISK IN REGISTRATION AND PARTICIPATION IN THIS CONTEST. NEITHER PEPSICO, INC AND/OR ANY OF ITS SUBSIDIARIES SHALL BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT AND IS/ARE NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR OTHER LIABILITY ASSOCIATED WITH PARTICIPATION, INCLUDING TRAVEL TO, DURING, AND/OR AFTER CONFERENCE. ALL ENTRIES AND IDEAS BECOME PROPERTY OF PEPSICO.

13. Sponsor: PepsiCo, Inc., 500 Anderson Hill Road, Purchase, New York 10577

14. Administrator: Society of Women Engineers, 203 North LaSalle Street, Suite 1675, Chicago, IL, 60601