

**Note: As of June 8, 2016 the voting dates have been updated (See paragraph 5.a.)**

**BRISK - DESIGN A LABEL  
ARTIST DESIGN CONTEST  
SUBMISSION GUIDELINES**

For good and valuable consideration (including, without limitation, the possibility of publicity), the receipt and sufficiency of which are hereby acknowledged, Participant (as defined below) is submitting certain design(s), idea(s), concept(s), communication(s) and/or material(s) (the "Submission") for the benefit of Pepsi-Lipton Tea Partnership (the "Sponsor") upon the following express understandings and conditions.

1. **Contest Schedule:** Contest begins 10:00:01 a.m. PST on May 31, 2016 and ends on 09:59:59 a.m. PST on June 21, 2016 (the "Contest Entry Period").
2. **How To Enter:** Visit <https://www.talenthouse.com/i/design-a-limited-edition-label-for-brisk> (the "Website") during the Contest Entry period and register to create your free account and download the Brisk Design template to create your Brisk design. Once your design is complete, upload your file via the Participate button on the Website and follow the directions. Limit 10 Entries per person during the Contest Entry Period.

You will need to save the file as a .JPG or PNG format with a maximum file size of 10MB. If you choose to use your own tools and you are chosen as one of the five (5) Semi-Finalists, you will need to submit the original art file to Sponsor.

All individuals who enter a Submission on the Website ("Participants") must strictly comply with these Submission Guidelines as well as the Privacy Policy and Terms & Conditions of the respective Website. The Website is governed by the Talenthouse [Privacy Policy](#) and [Terms & Conditions](#). All Submissions which are ultimately deemed a Semi-Finalist or Grand Prize Winner, used to enter, including but not limited to, designs, ideas, concepts and communications shall be owned solely by Sponsor. Participants who are not deemed Semi-Finalists or the Grand Prize Winner will retain all rights to their Submission except for any part of the Submission which contains Sponsor's intellectual property.

All Submissions will be reviewed for content before being published or judged; however, such review does not relieve Participant from responsibility for compliance with these Submission Guidelines. Submissions that do not comply with these Submission Guidelines or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered for the Grand Prize. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for the Grand Prize. From time to time during the Contest Entry Period, Sponsor may, in its sole discretion, choose to feature some recent Submissions on either the Sponsor's website or other social media

site. Being featured on either the Sponsor website and/or other Sponsor social media site is unrelated to the Judging Criteria and in no way reflects the possibility of the Submission being considered a Winner in the Contest.

3. **Eligibility.** To be eligible to enter a Submission, Participant must be 18 years of age (19 in AL or NE) or older at the time of Submission and be registered on the Website (see Rule 2 above) with an active email address to enable Sponsor and Talenthouse to contact them by email in the event their entry is selected as a Semi-Finalist in the Contest. **TO BE ELIGIBLE, PARTICIPANT MUST BE A LEGAL RESIDENT OF THE U.S. RESIDING IN ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA THROUGHOUT THE CONTEST PERIOD.** Potential winner may be required to provide proof of legal U.S. residency if requested by Sponsor to determine eligibility. Employees of Talenthouse, PepsiCo, Inc., The Pepsi-Lipton Tea Partnership, Pepsi-Cola Company and its bottlers, their respective parents, subsidiaries, affiliates, divisions, distributors, suppliers, printers, distributors and advertising, Contest and judging agencies and the immediate family members of such employees (parent, child, sibling, spouse) and persons living in the same household as such employees (whether related or not) are not eligible to win.

4. **Grand Prize:** The Grand Prize consists of \$3,000 cash. Grand Prize winner may have their Submission used in Sponsor’s social media channels. Decision on whether to include the Submission on social media and selection of channels, timing, duration, is at Sponsor’s sole discretion. Grand Prize winner is solely responsible for any taxes on their prizes, and will receive an IRS Form 1099 for the value of their prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable.

Semi-Finalist Prizes: The four (4) remaining Semi-Finalists will each receive \$500 cash and may have their Submission used in Sponsor’s social media channels. Decision on whether to include any Submission on social media and selection of channels, timing, duration, is at Sponsor’s sole discretion.

5. a. **Semi-Finalist Judging Criteria.** Among all eligible Submissions received, the judging organization (the “Judges”) shall select the top five (5) Submissions based on the criteria listed below.

Submissions shall be judged as follows:

- |    |                            |     |
|----|----------------------------|-----|
| a. | Originality                | 40% |
| b. | Creativity                 | 30% |
| c. | Strength of Brisk Branding | 30% |

Once the Judges have selected the top five (5) Submissions, they shall be referred to as the Semi-Finalist designs and have the opportunity to be included in the Finalist Judging. In order for a Semi-Finalist design to be included in the Finalist Judging, the individual who submitted the design will need to complete, sign and return a Release Form within five (5) days of its receipt in which the Semi-Finalist will acknowledge that the Submission is a “work for hire” and will irrevocably assign and transfer to the Sponsor any and all rights, title, goodwill and interest in and to Submission, including, without limitation, all copyrights, and waive all moral rights in such Submission. Any Release Form not returned in the specified time shall be ineligible for inclusion in the Finalist Judging.

**Public Voting:** Voting begins 10:00:01 a.m. PST on July 5, 2016 and ends on 10:00:01 a.m. PST on July 8, 2016 (the “Contest Voting Period”). Starting July 5, 2016 Sponsor will allow voting of your favorite Semi-Finalist Submission. The voting will take place on a platform announced by Sponsor on the following social media platforms.

Platform	How To View	URL
Facebook	Like Brisk on Facebook	<a href="https://www.facebook.com/brisk">https://www.facebook.com/brisk</a>
Twitter	Follow @Brisk on Twitter	<a href="https://twitter.com/Brisk">https://twitter.com/Brisk</a>
Instagram	Follow @Brisk on Instagram	<a href="https://www.instagram.com/brisk">https://www.instagram.com/brisk</a>
Snapchat	Follow @BriskSnaps on Snapchat	No direct link
Tumblr	Follow @Brisk on Tumblr	<a href="http://drinkbrisk.tumblr.com">http://drinkbrisk.tumblr.com</a>

It is recommended that Participants follow/like to receive an announcement and further information on the platform for the Public Voting. To be eligible to vote, the voter must comply with the Eligibility requirements in Rule 3 above. Only one (1) vote per Semi-Finalist Submission will be counted regardless of how many screenshots are taken.

b. **Finalist Judging Criteria.**

The top five (5) Semi-Finalists will be judged by the PepsiCo Brand Marketing Team as follows:

- a. Strength of Brisk Branding 40%
- b. Originality 25%
- c. Creativity 25%
- d. Public Voting 10%

On or about July 14, 2016, Sponsor will determine the Grand Prize Winner. The Semi-Finalist who scored the highest percentage shall be deemed the Grand Prize Winner, pending verification and compliance with these Official Rules. All decisions by the Judges, for both the Semi-Finalist and/or Finalist judging, shall be final and binding. It is the sole decision of the Judges to determine which Submissions, if any, will be considered as a Semi-Finalist. If, for whatever reason, the Judges deem that none of the Semi-Finalist Submissions are capable of being replicated on a Brisk beverage and/or find that none of the Semi Finalist Submissions are up to the high standards for the Brisk beverage, the Judges and/or Sponsor, in their sole discretion may either reject all Semi-Finalist Submissions or may in their sole discretion, modify, alter or in some other way change the Submission so that it is acceptable to the Judges and/or Sponsor.

7. **Grant of Rights To Sponsor.**

By submitting a Submission, Participant hereby agrees that:

a. In consideration of entering a Submission in the Contest, Participant on behalf of themselves, their heirs, executor, administrator and assigns, hereby assign to Sponsor the right to use the Submission on any Sponsor social media site in connection with promoting this Contest during the Contest Period. In addition, the Submissions which are deemed a Semi-Finalist or Grand Prize Winner, on behalf of themselves, their heirs, executor, administrator and assigns, hereby assign to Sponsor all rights, interest and goodwill in the Submission including an irrevocable grant to Sponsor of the exclusive, perpetual, royalty-free, worldwide license and right, but not the obligation, to broadcast, exhibit and/or otherwise use the Submission and every element thereof, in whole or in part, in any manner or medium now or hereafter known or devised, including but not limited to the possible use of the Submission by Sponsor on a Brisk package, including but not limited to single serve cans, single serve bottles, multi-pack packages and/or fountain cups) to be distributed through the Pepsi-Lipton Bottling System some time in the future. Participants who are not deemed Semi-Finalists or the Grand Prize Winner will retain all rights to their Submission except for any part of the Submission which contains Sponsor's intellectual property. All decisions on using the Submission on any Brisk package, is at Sponsor's sole discretion. If Sponsor chooses to use the Submission on a package (which may or may not be used commercially), the number of Brisk packages distributed, type of packaging used or geographic location for such distribution shall be at Sponsor's sole discretion and shall be subject to acceptance by the individual Pepsi-Lipton bottlers. All Submissions by the Semi-Finalists and the Grand Prize Winner, upon submission, become the property of Sponsor, and its successors, assigns and licensees. Sponsor will have the exclusive right, but not the obligation, to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited sublicenses. Without limiting

the forgoing, Sponsor will have the right, but not the obligation, to use the Submission in any packaging, merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Participant forever waives and relinquishes on behalf of themselves, their heirs, executor, administrator and assigns any and all rights, including but not limited to goodwill, in and to the Submission. Participant also irrevocably grants Sponsor the right to use their name, voice, likeness and biographical material in or related to the Submission. Participant agrees not to issue any publicity on behalf of or in connection with Sponsor, their Submission and/or their participation in this Contest.

b. Semi-Finalist and Grand Prize Winner acknowledge that they have no right of approval or consultation with respect to Sponsor's use of the Submission. Sponsor will not be responsible for the return or preservation of the Submission. Sponsor shall use its sole discretion in determining the extent and manner of the use of the Submission and Sponsor is not obligated in any way to use or exploit the same or any rights granted by Semi-Finalist and Grand Prize Winner, or any portion thereof, in any medium or any manner whatsoever, including but not limited to use on Sponsor's website. Participant further agrees that the Submission is not being submitted in confidence or in trust, and that no confidential or fiduciary relationship is intended or created. Participant further acknowledges and agrees that by entering their Submission, they warrant that the Submission is their original work.

c. Participant acknowledges that, upon entering their Submission, if their Submission is deemed a Semi-Finalist or Grand Prize Winner, Sponsor owns and controls all rights, including but not limited to the copyright, intellectual property, goodwill in and to their Submission and hereby irrevocably grants to Sponsor the unconditional and perpetual right and permission to trademark, copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Participant's name, address, image, voice, likeness, statements, biographical material and Submission, including, but not limited to, the Brisk beverage design (in each case, as submitted or as edited/modified in any way by the Sponsor, in the Sponsor's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Participant and arising out of his/her participation in this Contest (with or without using the Participant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Participant or any other party. Whenever your Submission is published on social or digital media by Sponsor or Talenhouse, you will be credited. However, failure to provide accurate credit by Sponsor or Talenhouse shall be considered an error or oversight and shall not constitute a breach of these Official Rules or an infringement of your copyright.

By participating in the contest, Artist grants Talenhouse a non-exclusive, limited, worldwide license to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part) solely (i) on Talenhouse's media channels for promotional purposes in

connection with the contest, (ii) to otherwise administer the contest or (iii) to otherwise market or promote Talenthouse's services in connection with this Contest. In addition, Artist understands that by submitting, Artist is granting users of the Talenthouse website and Eligible SNS Sites the right to copy and share the submission in accordance with the Terms and Conditions and the applicable terms and conditions of the Eligible SNS Sites, respectively.

8. **Contest Terms of Submission**. As conditions of entry into this Contest and by uploading a Submission, each Participant represents and warrants that:

a. their entire Submission: (i) is wholly original; (ii) has been legally obtained and/or created; (iii) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or network standards; (iv) has not been entered into a previous contest or has received any awards; (v) has not been published previously in any medium; (vi) they have not granted or transferred any rights in or to the Submission to any third party prior to the date of Submission; and (vii) Participant has not done anything which has impaired and will not do anything to impair the rights granted to Sponsor or Talenthouse in any way.

b. if their Submission is chosen by the Judges to be one of the five (5) Semi-Finalists they, will complete, sign and return within five (5) days the Release Form in which the Semi-Finalist will acknowledge that the Submission is a "work for hire" and will irrevocably assign and transfer to the Sponsor any and all rights, title, goodwill and interest in and to the Submission, including without limitation, all copyrights, trademarks and waive all moral rights in such Submission.

c. by entering a Submission, Participant agrees to indemnify and hold harmless Talenthouse, Sponsor, its bottlers, the Judges, their respective parents, and its and their subsidiaries, affiliates, successors, licensees, and assigns, and each of their directors, officers, agents, equity holders and employees, from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees costs) which arise out of any breach of any of their Submission, covenants, agreements, obligations, representations or warranties set forth herein.

9. **Limitations on Liabilities; Remedies**. By submitting a Submission, Participant agrees that:

a. any and all disputes, claims and causes of action arising out of or connected with their Submission will be resolved individually, without resort to any form of class action;

b. any and all claims, judgments and awards will be limited to actual third-party, out-of-pocket costs incurred, but in no event will attorneys' fees be awarded or recoverable;

- c. under no circumstances will Participant be permitted to obtain any award for, and Participant knowingly and expressly waives all rights to seek, punitive, incidental, consequential or special damages, lost profits and/or any other damages;
- d. they irrevocably waive any right to seek injunctive or equitable relief; and
- e. they release and indemnify and hold harmless Talenthouse, Sponsor and the Judges from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on the rights of Participant's work as contained in any Submission.

10. **General Conditions.** All Participants must be registered on the Website. The name of the person submitting the Submission must be the name of the person who registered on the Website with such email address, and the authorized account holder of such email address, otherwise, entry may be deemed void. In the event of dispute over the identity of a Participant, a Submission will be declared made by the authorized registered user of the Website through which the Submission was entered and potential Semi-Finalist may be required to provide identification sufficient to show that he/she the authorized account holder of such account. By participating, Participants agree to the following: these Submission Guidelines, which are final and binding in all respects, the Talenthouse [Privacy Policy](#) and [Terms & Conditions](#). An unclaimed prize will not be awarded. **Notification of possible inclusion in the Finalist Judging must be kept confidential until the Winner is publicly revealed by Sponsor or your Semi-Finalist position will be forfeited.** Upon completion of the Finalist Judging, Grand Prize winner will be notified by email at the email address provided on their registration and will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within five (5) days of its receipt or Grand Prize will be forfeited. If the Grand Prize Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release is returned as undeliverable without a forwarding address, then the Grand Prize will be forfeited. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or Talenthouse Website; (b) violating the Submission Guidelines; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any property or service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require a potential Finalist Prize winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as

determined by Sponsor in its sole discretion. This Contest is offered only in the United States and is governed by the laws of the state of New York.

11. **Miscellaneous.** These Submission Guidelines and their performance will be binding on Participant and their heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of the Submission Guidelines will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules. Notwithstanding the foregoing, Participant acknowledges that Sponsor may nonetheless (1) seek to obtain injunctive or other equitable relief from a court to enforce the provisions of these Submission Guidelines and/or; (2) bring an action in court to protect or interpret any of Sponsor's purported intellectual property rights. These Submission Guidelines will not be assignable by Participant. Sponsor, its bottlers and their respective parents, successors and assigns, will have the unlimited right to assign these Submission Guidelines and the rights granted at any time, in whole or in part, to any party. Participant will execute any documents (after being afforded a reasonable opportunity to review and/or confirm the same) and do any other acts as may be reasonably required by Sponsor to further evidence or effectuate Sponsor's rights as set forth in these Submission Guidelines and Participant appoints Sponsor as their attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, but only to execute any and all such documents, or perform such acts, which Participant fails to execute (after being afforded a reasonable opportunity to review and/or confirm the same).

Sponsor reserve the right to cancel, suspend, or modify the Creative Invite, or any part of it, if any fraud, technical failures, or any other factor beyond Talenthouse's or Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. If, for any reason, any Submission or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is the opportunity to submit another submission to the Contest if such submission is reasonably possible.

12. **Sponsor.** Pepsi-Lipton Tea Partnership, Purchase, NY

**BY SUBMITTING TO THE TALENTHOUSE WEBSITE, , I REPRESENT THAT I HAVE READ AND AGREE TO BE BOUND BY THE SUBMISSION GUIDELINES FOR THIS CONTEST AS WELL AS BY THE DECISIONS OF THE SPONSOR AND/OR JUDGES.**