

**“PEPSI MAX”
OFFICIAL RULES - NO PURCHASE REQUIRED**

HOW TO ENTER: To enter, follow the links at <http://www.maxim.com> to the contests page to reach the official entry form. Then fill in your name, home address, e-mail address, and date of birth and hit the SEND button. No Purchase Required. Sweepstakes will run from 12:01 a.m. Eastern Time on March 17, 2009 through 11:59 p.m. Eastern Time on August 18, 2009. Only one entry per person and per e-mail address will be accepted. Duplicate entries will be disregarded. In the event of conflict, prize will be awarded to the owner of the e-mail address. Use of automated entry devices or programs is prohibited. Any attempts to access the site via a bot script or other brute-force attack will result in that IP address becoming ineligible for the entire sweepstakes. Sweepstakes Entities (defined below) are not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer on-line systems, computer equipment, servers, access providers, or software, including any injury or damage to participants' or any other persons' computers relating to or resulting from participation in this Sweepstakes; inability to access the entry website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at website is not considered proof of delivery or receipt. All entries become the sole property of the Sweepstakes Entities and will not be returned or acknowledged. False and / or deceptive entries or accounts shall render entry ineligible.

WINNER SELECTION: One (1) Grand Prize Winner will be selected in a random drawing of all eligible entries received, on or about August 21, 2009. The selection of the winning entry shall be within the sole discretion of the Sweepstakes Entities, whose decisions shall be final. Odds of winning are determined by the number of eligible entries received.

ELIGIBILITY: Open to legal residents of the United States, 18 years of age or older as of date of entry. Employees of Alpha Media Group Inc., Dennis Publishing, Inc., Dennis Digital, Inc., and Pepsi-Cola its bottlers (collectively “Sweepstakes Entities”) or any of their respective parent companies, subsidiaries and affiliates, and their families, are not eligible to participate. All federal, state and local laws and regulations of the United States apply. Void where prohibited or restricted by law. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Sweepstakes Entities reserve the right to discontinue or modify the Sweepstakes, or to disqualify participants residing in the affected geographic areas. In such event, Sweepstakes Entities shall have no liability to any entrants who are disqualified due to such an action. By entering this Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final, binding and conclusive on all matters.

PRIZES/VALUES: Grand Prize (1): Grand Prize Winner will receive \$10,000 to attain his ultimate fantasy. Approximate retail value of the Grand Prize is \$10,000. All expenses not specifically referred to herein shall be the responsibility of Grand Prize Winner. All federal, state and local laws and regulations apply. Taxes, if any, are solely the responsibility of the winner. No substitution, transfer, assignment or cash equivalent of prize permitted, except that

Sweepstakes Entities may substitute any prize of equal or greater value for any reason. **Failure to return any required documentation so as to be received within fourteen (14) days of prize notification will result in automatic prize forfeiture. If prize is forfeited for any reason, an alternate winner will be chosen in a random drawing of all eligible entries.**

NOTIFICATION/TERMS: Winner will be notified by electronic mail and/or regular mail. Winner's name may also be posted at <http://www.maxim.com> and/or in MAXIM Magazine. If Sweepstakes Entities are unable to contact the Winner to notify the winner that he or she has been selected as the Winner, or if any notification is returned as undeliverable, for any reason beyond Sweepstakes Entities' control, the prize will be forfeited and awarded to an alternate. Winner may be required to execute and return an affidavit of eligibility / release of liability and publicity release so as to be received within fourteen (14) days of issuance of notification. Failure to comply with these requirements will result in the award of the prizes to an alternate. The return of the affidavits/releases of liability within the allotted time shall be solely the responsibility of the winner; Sweepstakes Entities are not responsible for delays in delivery. Entry constitutes winner's permission to print and/or post the winner's name in MAXIM Magazine and/or on the world wide web, and winner's consent to use his/her name, photograph, and/or voice recordings and likenesses for advertising or publicity purposes, in all media, without additional compensation or permission, except where prohibited by law. This Sweepstakes shall be governed by and construed in accordance with New York law, and the venue for all controversies will be exclusively in state or federal court in New York, New York. All federal, state and local taxes are exclusively the responsibility of the winner.

RELEASE OF LIABILITY: All entrants including the winner hereby release the Sweepstakes Entities and their respective parents, affiliates, subsidiaries, wholesalers, retailers, officers, directors, agents, employees and all others associated with the development and execution of this Sweepstakes from any and all liability with respect to, or in any way arising from, this Sweepstakes and/or award, acceptance or use of the prize, including liability for personal injury, death, damages, or monetary loss, and including the risks of travel and of attendance at public events.

PRIVACY. Any personal information supplied by entrants to Dennis Digital, Inc. will be subject to Dennis Digital, Inc.'s privacy policy and terms of service located at www.maxim.com. Additionally, by opting into specific offers from the Sweepstakes Entities, your personal information will be subject to each entity's respective privacy policies and you agree to receive additional e-mail communications from those entities.

WINNER LIST: For the name of the winner, send a self-addressed, stamped envelope to **Pepsi Max Sweepstakes**, c/o Dennis Digital, Inc., 1040 Avenue of the Americas, 12th Floor, New York, NY 10018 by May 31, 2009. (Vermont and Washington residents and residents of any other states where this requirement is proscribed by law may omit stamp.)

Sweepstakes Sponsor: The Sweepstakes Sponsor is Dennis Digital, Inc., 1040 Avenue of the Americas, New York, NY 10018.