

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATING OR OTHERWISE NOT ELIGIBLE.

FRITO-LAY / MARCH HOOPS SWEEPSTAKES AT MDI ("SWEEPSTAKES") OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND/OR ITS INDEPENDENT JUDGING AGENCY ("ADMINISTRATOR"), WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

1. ELIGIBILITY: The Sweepstakes is open only to legal residents of Alabama, Florida, Georgia, Kentucky, Maryland, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia and West Virginia (the "Eligible States"), who are eighteen (18) years of age or older at the time of participation. The following persons are not eligible to participate: Employees, contractors, directors and officers of Frito-Lay, Inc. ("Sponsor"), its parent, subsidiary and affiliated companies, distributors, participating retailers, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Promotion Parties") and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three [3] months during the twelve-month period preceding the start date of the Sweepstakes).

2. SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00:00 p.m. (noon) Central Time ("CT") on February 8, 2021 and ends at 11:59:59 p.m. CT on April 5, 2021 ("Sweepstakes Period"). The time clock of the computer administering this Sweepstakes is the official timekeeping device for this Sweepstakes.

3. HOW TO PARTICIPATE: During the Sweepstakes Period, visit mdi.marchhoopssweeps.com ("Web Site"). Follow the on-screen instructions to register and properly submit an online play ("Play") to determine if you have won an Instant-Win Prize (subject to verification). For each Play, you will receive one (1) entry into the random drawing for a chance to win the Grand Prize. See Sections 4 and 5 for details regarding winner selection and Section 6 for prize details. All Plays must be properly received and recorded within the Promotion Period in order to be eligible to win a prize. By registering and submitting a Play in the Sweepstakes, you are opting in to receive email communications relating to the Sweepstakes.

Limit one (1) Play per person/email address per day. A "day" is defined as each twenty-four (24) hour time period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT of the same day; except the first day of the Sweepstakes Period which is defined as beginning at 12:00:00 p.m. CT and ending at 11:59:59 p.m. CT of the same day.

Data rates may apply if participant submits a Play with a mobile phone or other Web-enabled device using your wireless service provider's network. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless

charges. Mobile entry is not required to submit a Play or win a prize in this Sweepstakes.

All participants must have a valid email address. Multiple participants may not share the same email address. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning Play and/or an eligible participant. Each submission must be manually key stroked and/or manually entered by the individual participant; automated and/or repetitive electronic submission of Plays (including but not limited to Plays made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses/IP addresses may be blocked. Additionally, use of multiple email addresses, phone numbers and/or mailing addresses, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of Plays and/or prizes, is prohibited and such persons will be disqualified and all of their Plays will be deemed invalid and any prize won by such person shall be forfeited.

4. INSTANT-WIN GAME – POTENTIAL INSTANT-WIN PRIZE WINNER SELECTION: Randomly-selected times, during the Promotion Period, will be chosen by the Judges, and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by administrator's computer(s) at or immediately after a randomly selected time) will win an Instant-Win Prize (subject to verification). If your computer screen or mobile device displays a prize-winning message, you are a potential winner of an Instant-Win Prize (subject to verification). If your computer screen or mobile device displays a non-winning prize message, you are not a winner of an Instant-Win Prize. Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received.

5. RANDOM DRAWING – POTENTIAL GRAND PRIZE WINNER SELECTION: One (1) potential Grand Prize winner will be selected in a random drawing on or about April 7, 2021 from among all eligible entries received. The random drawing will be conducted by the Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning the Grand Prize depend on the number of eligible entries received.

6. PRIZE DETAILS: Grand Prize (1): The Grand Prize consists of a Flat Screen TV with a Soundbar. Approximate Retail Value (“ARV”) of Grand Prize: \$495.98. The Grand Prize winner is eligible to win one (1) Instant-Win Prize. **Instant-Win Prizes (10):** Each Instant-Win Prize consists of “Chips for a Year”, awarded in the form of fifty-two (52) coupons; each redeemable for one (1) bag of Frito-Lay branded chips (up to a value of \$4.99 each). ARV of each Instant-Win Prize: Up to \$259.48. Limit one (1) Instant-Win Prize per person/email address/household. A winner of an Instant-Win Prize is eligible to win the Grand Prize. Winner must accept prize as stated by Sponsor or prize may be forfeited. Any difference between a stated prize value and actual prize value will not be awarded to winner. Total ARV of all prizes is up to \$3,090.78.

7. WINNER NOTIFICATION: Prizes won by an eligible participant who is a minor in his or her state of residence may be awarded to a minor’s parent or legal guardian who must sign and return all required documents, if any. Potential Instant-Win Prize winners will receive an email within forty-eight (48) hours of receiving a prize-winning message during their online session at the Web Site. The email will contain instructions on how to claim the Instant-Win Prize. Instant-Win Prizes must be claimed within five (5) days of the date on the email notification. The potential Grand Prize winner will be notified by

email within two (2) business days of the drawing date. The potential Grand Prize winner will be required to follow instructions within the notification and provide their full name, email address, complete mailing address, phone number and date of birth within five (5) days or the Grand Prize may be forfeited and awarded to an alternate winner. If a participant was randomly selected to win both an Instant-Win Prize and the Grand Prize, he/she will also be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release within seven (7) days of prize notification as indicated on the Affidavit. Sponsor is not responsible for suspended or discontinued wireless or online service which may result in a potential winner not receiving a prize notification; nor is Sponsor responsible for any change in a participant's email address or mailing address. If (a) an attempted notification or prize is returned as undeliverable, (b) a potential winner does not respond to the prize-claim instructions as stated within the email notification, (c) any required documents are not returned within the required number of days, (d) a potential winner cannot be verified, or (e) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited, in Sponsor's sole discretion. Prizes will be shipped within six (6) to eight (8) weeks of winner verification.

8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Promotion Parties resulting from participant's participation in or attempt to participate in the Sweepstakes or ability or inability to upload or download any information in connection with the Sweepstakes. No responsibility or liability is assumed by the Sponsor or the Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or network communication problems; errors or limitations of any Internet or wireless providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of the Web Site or an email account used in connection with the Sweepstakes. Neither Sponsor nor Promotion Parties are responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, submissions of Plays, the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Any Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored. Use of Web Site is at user's own risk. Sponsor and Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or mobile device resulting from participation in the Sweepstakes. In the event of an identity dispute, the Play will be considered made by the registered owner of the email address associated with the account used to participate. "Registered owner" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

9. RELEASE OF LIABILITY: By participating in the Sweepstakes, each participant (or parent or legal guardian if participant is an eligible minor) agrees (a) to release and hold harmless Sponsor and

Promotion Parties and all of their respective officers, directors, employees, representatives and agents from any and all claims, actions, losses, injuries, damages or liabilities arising from or relating to such participant's participation or inability to participate in the Sweepstakes; (b) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. By accepting a prize, each winner (or winner's parent or legal guardian if winner is a minor) (a) agrees that the Sponsor, Promotion Parties, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by winners against, any liability including, without limitation, for personal injury or death to participant or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of a prize, and (b) grants (and agrees to confirm grant in writing promptly upon request) to Sponsor, and its designees and assigns the right to the use of their name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law. Sponsor and Promotion Parties are not liable in the event that any portion of the Promotion (including any prize) is compromised, modified or canceled due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control (a "Force Majeure Event").

10. DISCLAIMER: No more than the stated number of prizes will be awarded. In the event that production, programming, seeding, printing or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed, Sponsor reserves right to award only the stated number of prizes. Screen shots are not proof of winning status.

11. GENERAL CONDITIONS: Winners are solely responsible for any taxes on prizes, if any. The Grand Prize winner may receive an IRS Form 1099 for the ARV of the prizes won in this Sweepstakes, if applicable. No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Sponsor. No transfer of a prize is permitted. The Grand Prize is awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty which may be included in the prize packaging. Unclaimed Instant-Win Prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize with another prize of equal or greater value. If for any reason the Sweepstakes is not capable of running as planned, including but not limited to 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 Sweepstakes, Sponsor and Promotion Parties reserve the right, at their sole discretion, to (a) disqualify any individual who is responsible or who tampers with the process of submitting a Play, and (b) cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the remaining prizes among all eligible, non-suspect Plays received prior to cancellation. This Sweepstakes is offered only in Eligible States and all issues and questions concerning the construction, validity,

interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor or Promotion Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts for Collin or Dallas Counties, Texas.

Please see Sponsor's privacy policy located at <http://www.fritolay.com/legal/privacy-policy.htm> for details of Sponsor's policy regarding the personal information collected in connection with this Sweepstakes. Additionally, any communication between participant and Sponsor or its agencies regarding this Sweepstakes (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names will be included in a publicly available winners' list.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

12. WINNERS' LIST: For a list of winners, send a self-addressed, stamped envelope, to be received by May 10, 2021, to: Frito-Lay / March Hoops Sweepstakes at MDI Winners' List Request, PO Box 2334, Addison, TX 75001.

13. SPONSOR: Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024.

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