

## FRITO-LAY HEAT UP SUPER BOWL SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THE HEAT UP SUPER BOWL SWEEPSTAKES ("SWEEPSTAKES"), PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**1. ELIGIBILITY:** Open only to legal residents of the United States, 18 (19 AL or NE) or older. Void where prohibited. The following persons are not eligible to participate: Employees, contractors, directors and officers of Frito-Lay, Inc. ("Sponsor"), Pepsi Cola Company, their respective parents, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Promotion Parties"), the NFL Entities (as defined below), 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 months during the twelve-month period preceding the start date of the Sweepstakes).

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. (CST) on December 26<sup>th</sup>, 2017 and ends at 11:59:59 p.m. (CST) on February 12<sup>th</sup>, 2018 ("Sweepstakes Period"). All valid receipts must be dated between the start date noted above, 12:00:00 a.m. (CST) on December 26<sup>th</sup>, 2017, and 11:59:59pm (CST) on February 4<sup>th</sup>, 2018. The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

**3. HOW TO ENTER: TEXT MESSAGE:** During the Sweepstakes Period, to receive a NFL digital wallpaper, use your SMS-enabled mobile phone to text "HEAT" to 20300. You will receive a text back, which will contain a link to the program website. The shopper will be asked to answer 3 NFL related questions and will automatically receive a download link for a digital NFL Wallpaper regardless of how the 3 questions are answered. For each text message for the NFL digital wallpaper, you will receive up to 2 reply messages. **Participants must have a mobile phone with text messaging and internet capabilities to participate by text message.** Message and data rates may apply. You may incur message and/or data charges from your wireless service provider for each message sent and received. Check with your wireless service provider for details on these and any other applicable charges. No purchase of any kind is necessary to receive the NFL wallpaper. Once the shopper receives the wallpaper, they will then be provided the steps to take in order to make a successful submission of their Walmart purchase receipt(s) image for a random drawing. If the shopper chooses to participate in the random drawing, they will have 4 ways to enter. **(1) WEBSITE:** Upload a picture of your entire Walmart receipt(s), which must contain proof of purchase of any two (2) bags of Doritos® chips (9.75oz. – 11.25oz.), to <http://www.heatupyoursuperbowl.com>. After successful completion of the above steps, consumers who purchase and submit a Qualifying Receipt (parameters listed below) and that are randomly selected by the Administrator's time-based prize drawing algorithm ("Algorithm") will be emailed a 14-digit entry code. Upon obtaining a 14-digit code, log on to <http://www.heatupyoursuperbowl.com> and follow the on-screen instructions. After following the on-screen instructions, consumer will receive one of the following prizes: \$50 NFLShop.com gift card, \$25 NFLShop.com gift card, \$10 NFLShop.com gift card. One (1) Play per code regardless of the number of Qualified Purchases contained on the receipt. Entrants must keep a copy of their receipt. Sponsor reserves the right to require a participant to provide original receipt for verification purposes upon request. **(2) EMAIL:** Email a picture of your entire Walmart receipt(s), which must contain proof of purchase of any two (2) bags of Doritos® chips (9.75oz. – 11.25oz.), to [doritos@uploadreceipt.com](mailto:doritos@uploadreceipt.com). After successful completion of the above steps, consumers who purchase and submit a Qualifying Receipt (parameters listed below) and that are randomly selected by the Administrator's time-based prize drawing algorithm ("Algorithm") will be emailed a 14-digit entry code. Upon obtaining a 14-digit code, log on to <http://www.heatupyoursuperbowl.com> and follow the on-screen instructions. After following the on-screen instructions, consumer will receive one of the following prizes: \$50 NFLShop.com gift card, \$25 NFLShop.com gift card, \$10 NFLShop.com gift card. One (1) Play per code regardless of the number of Qualified Purchases contained on the receipt. Entrants must keep a copy of their receipt. Sponsor reserves the right to require a participant to provide original receipt for verification purposes upon request. **(3) MAIL-IN:** To enter the random drawing without

receiving a wallpaper, submit valid Walmart receipt(s) and hand print your first and last name, complete street address, daytime phone number, email and date of birth on a 3" x 5" index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed. A clear copy of a valid Walmart receipt(s) must be included in the envelope. Mail to: Frito-Lay Heat Up Super Bowl Sweepstakes, PO BOX 2334 Addison, TX 75001. All Mail-In Entries must be postmarked no later than February 5, 2018, and received on or before February 12, 2018, in order to be eligible. After successful completion of the above steps, consumers who purchase and submit a Qualifying Receipt (parameters listed below) and that are randomly selected by the Administrator's time-based prize drawing algorithm (Algorithm"). Consumer will be notified if they are a winner of one of the following prizes: \$50 NFLShop.com gift card, \$25 NFLShop.com gift card, \$10 NFLShop.com gift card. One (1) Play per regardless of the number of Qualified Purchases contained on the receipt. Entrants must keep a copy of their receipt. Sponsor reserves the right to require a participant to provide original receipt for verification purposes upon request. **Valid website and mail-in entries are determined by the following parameters: Receipt is from a participating Walmart store, contains proof of purchase of any (2) bags of Doritos® (9.75oz. – 11.25oz.), purchase is made between 12:00:00 a.m. (CST) on December 26<sup>th</sup>, 2017, and 11:59:59pm (CST) on February 4<sup>th</sup>, 2018, and the receipt total is shown.** Uploading and/or mailing in a valid Walmart receipt that meets the parameter of the program will constitute (1) entry. **(4) PHONE-IN:** To enter the random drawing, call 1-800-874-0453 by February 12, 2018 and leave your first and last name, complete street address, daytime phone number, email and date of birth in a voice message. After successful completion of the above steps, consumers will be entered into the random drawing and randomly selected by the Administrator's time-based prize drawing algorithm (Algorithm"). Consumer will be notified if they are a winner of one of the following prizes: \$50 NFLShop.com gift card, \$25 NFLShop.com gift card, \$10 NFLShop.com gift card. One (1) Play per entry. No purchase necessary to enter the random drawing. To enter the random drawing, there is no limit to the amount of entries a person can make. Limit one (1) prize per person/household. No photocopied or mechanically reproduced entries accepted. Entries become property of Sponsor and will not be returned. Use of any robotic, automatic, programmed or similar methods of entries will void all entries and result in disqualification. No other forms of entry are valid.

**4. RANDOM DRAWING:** Winners will be randomly selected throughout the Sweepstakes Period by Administrator's Algorithm, based on the time of entry and the Qualified Purchase brand shown on winner's receipt (for website, email and mail-in entries). Phone entries will also be randomly selected throughout the Sweepstakes Period by Administrator's Algorithm. Odds of winning depend on the number of estimated entries and time of completion of the entry.

**5. PRIZE DETAILS/ODDS:** **1<sup>st</sup> Prizes:** Two Hundred (200) winners will receive a \$50 NFLShop.com e-gift card **ARV** ("Approximate Retail Value"): \$10,000. **2<sup>nd</sup> Prizes:** Eight Hundred Twenty (820) winners will receive a \$25 NFLShop.com e-gift card **ARV** ("Approximate Retail Value"): \$20,500. **3<sup>rd</sup> Prizes:** Two-Thousand (2,000) winners will receive a \$10 NFLShop.com e-gift card **ARV** ("Approximate Retail Value"): \$20,000. **For all prizes:** Winners must accept Prize as stated by Sponsor or Prize may be forfeited and awarded to an alternate winner. Odds of winning depend on the number of eligible entries received. Limit one (1) Prize per household. **TRV** ("Total Retail Value") **of all prizes:** \$50,500. Any difference between stated value and actual value will not be awarded.

**6. LIMITATIONS OF LIABILITY AND RELEASE:** No responsibility is assumed by Sponsor for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail or entries. Invalid or illegible receipts will not be recognized as a successful entry. No liability or responsibility is assumed by Sponsor, the NFL Entities Promotion Parties resulting from entrant'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, NFL Entities or 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 or Internet connectivity or other 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 any Sweepstakes-related equipment in whole or in part for any reason; traffic congestion on the network; 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 an entry submitted in connection with the Sweepstakes. Sponsor, NFL Entities and Promotion Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules. Sponsor, NFL Entities 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 electronic device and/or phone equipment resulting from participation in the Sweepstakes.

**7. WINNER NOTIFICATION:** Randomly selected proposed winner will be notified if they are a potential winner of either the \$50, \$25 or \$10 NFLShop.com e-gift card. The potential winner will be required to respond to a phone call, text message or email of prize notification within forty-eight (48) hours or prize will be forfeited and may be awarded to an alternate winner. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release as indicated in the Affidavit. Prizes will be awarded within 3-4 weeks of winner verification. Sponsor is not responsible for suspended, discontinued or invalid wireless or land line service which may result in a potential winner not receiving initial prize notification; nor is Sponsor responsible for any change in participant's email address, phone number, and/or mailing address. If attempted notification or prize is returned as undeliverable, if any required documents are not returned within the required number of days, if winner cannot be verified, or if winner is otherwise unable to accept the prize as stated, prize will be forfeited and may be awarded to an alternate winner.

**8. RELEASE OF LIABILITY:** By participating in the Sweepstakes, entrants release Sponsor, NFL Entities and Promotion Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize, recipients (a) agree that the Sponsor and Promotion Parties will have no liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of prize, including any travel related thereto and (b) grant (and agree to confirm grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority, the right to the use of his/her 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 World Wide Web without review, notification or approval, and additional compensation, unless prohibited by law. Sponsor is not liable in the event that any portion of the Sweepstakes or prize is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

**9. GENERAL CONDITIONS:** Winners are solely responsible for any taxes on the prize, and may receive an IRS Form 1099 for the ARV of the prize, if applicable. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is permitted. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Sweepstakes is not capable of running as planned, including 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 reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the operation of the Sweepstakes, and to cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. This Sweepstakes is offered only in the United States and is governed by the laws of the state of Texas, and all claims must be resolved in the federal or state courts located in Collin or Dallas counties, Texas.

Please see the privacy policy located at <http://www.fritolay.com/legal/privacy-policy.htm> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER, VANDALIZE 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 DILGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**10. WINNERS LIST:** For the names of the winners, send a self-addressed, stamped envelope to be received by March 15<sup>th</sup>, 2018 to: Frito-Lay Heat Up Sweepstakes Winner's List, PO Box 2334, Addison, TX 75001.

**11. SPONSOR:** Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024-4099

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