

**2024 FRITO-LAY FEED THE FRENZY SWEEPSTAKES (“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, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

1. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents residing in Alabama, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia (each an “Eligible State”) who are eighteen (18) years of age or older (19 or older for Alabama residents) with a valid US driver’s license or government issued photo ID at the time of entry. The following persons are not eligible to participate: employees, contractors, directors and officers of Frito-Lay, Inc. (“Sponsor”), Propac Agency (“Administrator”), and each of their respective parent, subsidiary and affiliated companies, distributors, participating Retailers (defined below), web design, advertising, fulfillment, and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, the “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 months during the twelve-month period preceding the start date of the Sweepstakes).

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00:00 p.m. (noon) Central Time (“CT”) on February 18, 2024 and ends at 11:59:59 p.m. CT on April 12, 2024 (“Sweepstakes Period”). The time clock of the Administrator’s computer is the official timekeeping device for this Sweepstakes.

3. SWEEPSTAKES OVERVIEW: The Sweepstakes consists of seven (7) random drawings, each corresponding to a particular retailer as described herein. There is a separate prize pool for each retailer. See below for participating retailers (each a “Retailer”) and Section 6 for prize details. To be eligible for a particular Retailer’s random drawing, you must be a resident of an Eligible State corresponding to that Retailer as outlined in the table below. See Section 4 for details on how to enter a particular Retailer’s drawing.

Retailer	Eligible State(s)
Food Fair	Alabama, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia
Harris Teeter	Alabama, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia
Houchens	Alabama, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia
Lowes	Alabama, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, New York, North Carolina, Ohio, Pennsylvania, South

	Carolina, Tennessee, Virginia, and West Virginia
Publix	Georgia, Kentucky, North Carolina, South Carolina, Tennessee and Virginia
W. Lee Flowers	Alabama, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia
Weigels	Kentucky and Tennessee

4. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes as described below.

(a) TEXT MESSAGE: During the Sweepstakes Period, use your SMS-enabled mobile phone to text HOOPS to 86261 ("Short Code") to enter for a chance to win a prize. For each text message entry, you will receive up to five (5) reply text messages about the Sweepstakes from the Sponsor via automatic dialing system. You will be required to respond to some of the reply text messages as prompted, one of which you will be required to provide the name of your Retailer. **You must reply with only one Retailer name (exactly as stated above).** Sponsor is not responsible for misspelled Retailers resulting in an entry deemed invalid.

Entrants must have a mobile phone with text messaging capabilities to enter by text message (available on participating carriers only) and may incur a standard text message charge from their wireless service provider for each text message sent and received. Check with your wireless service provider for details on these and any other applicable charges. Message and data rates may apply. Consent is not a condition of entry. Your text is your electronic signature agreeing to these Official Rules and the SMS Terms and Conditions at propac.agency/sms/terms and to giving electronic written consent. Entrants are solely responsible for any such wireless charges. Not all wireless carriers will participate. If you wish to opt out, text STOP to the Short Code. Text HELP to the Short Code if you would like more information. Mobile entry is not required to submit an entry or win a prize in the Sweepstakes.

(b) EMAIL: To enter without sending a text message, email FLfeedthefrenzysweeps@propac.agency with your Retailer Name (either "Food Fair", "Harris Teeter", "Houchens", "Lowe's", "Publix", "W. Lee Flowers" or "Weigels") and the words: "HOOPS Sweepstakes Entry" stated in the Subject line and then include your first and last name, complete mailing address (no PO Boxes), daytime phone number, date of birth, and email address in the body of the email.

For example, if you regularly shop at Food Fair, the Subject Line of your Email would read: Food Fair HOOPS Sweepstakes Entry

All entries must be properly received and recorded within the Sweepstakes Period to be eligible to win a prize. No other forms of entry are valid. **Proof of submitting an entry does not constitute proof of delivery or entry. Limit one (1) entry per day per person/mobile phone number/email address, regardless of entry method.** A "day" is defined as the twenty-four (24) hour period between 12:00:00 a.m. CT and 11:59:59 p.m. CT of the same day except the first day of the Sweepstakes Period which will begin at 12:00:00 p.m. CT and end at 11:59:59 p.m. CT.

Each entry must be manually key stroked and/or manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related IP addresses, emails or phone numbers may be blocked. If it is discovered that an entrant used multiple phone numbers or email addresses, or manipulated such information, for the purpose of obtaining more than one (1) entry per day, such persons will be disqualified and all of their entries shall be deemed invalid and any prize won by such person shall be forfeited.

5. RANDOM DRAWING: For each Retailer, potential winners will be selected in a random drawing to be held on or about April 15, 2024 from among all eligible entries received for that Retailer. See Section 6 for the number of winners per Retailer. All random drawings will be conducted by the Administrator, whose decisions shall be final. Odds of winning depend upon the number of eligible entries received for a given drawing. Limit one (1) prize per person/household for the Sweepstakes.

6. PRIZE DETAILS:

- **Grand Prizes (7 total; 1 per Retailer):** \$1,500.00 Ticketmaster E-Gift Card (subject to terms and conditions as set by issuer; and awarded as three (3) \$500.00 E-Gift Cards). Approximate Retail Value ("ARV"): \$1,500.00 each.
- **First Prizes (21 total; 3 per Retailer):** \$250.00 Fanatics eGift Card (subject to terms and conditions as set by issuer). ARV: \$250.00 each.

Total ARV of all prizes is \$15,750.00. Winner must accept prize as stated by Sponsor or prize will be forfeited and awarded to an alternate winner.

7. WINNER NOTIFICATION: If a potential winner participated via text message, they will be notified by text message and will be required to email their contact information to the Administrator's email address (as provided within the notification) within forty-eight (48) hours. Once a potential winner's contact information is received, they will receive an email containing further instructions on how to claim the prize which must be completed within the allotted time frame as stated herein and/or with the email. If a potential winner participated via email, they will be notified by email and will be required to respond to the email within forty-eight (48) hours. If a valid response to a notification is not received within the allotted time period by a potential winner, regardless of their method of entry, the prize will be forfeited and an alternate potential winner will be randomly selected from remaining eligible entries (time permitting). The potential Grand Prize winners will also be required to complete, sign and return Form W-9 and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release ("Affidavit") which must be properly executed within forty-eight (48) hours from the time the email containing the Affidavit was sent from the Administrator's computer.

Sponsor and Promotion Parties are not responsible for (a) suspended or discontinued wireless or online service which may result in a potential winner not receiving a prize notification; (b) any change in potential winner's phone number, email address or mailing address; (c) any undelivered or unanswered text messages or emails, including without limitation, emails that are not received because of the potential winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. If (a) an attempted prize notification or prize is returned as undeliverable; (b) a potential winner does not properly claim their

prize (as instructed within the notification); (c) a potential winner cannot be verified; or (d) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited, in Sponsor's sole discretion, and awarded to an alternate winner. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Prizes shall only be awarded to individuals residing within an Eligible State. Prizes will be emailed within three (3) weeks of winner verification.

8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Promotion Parties for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail, email, entries or text messages. No liability or responsibility is assumed by the Sponsor and Promotion Parties, and their respective officers, directors, owners, employees, representatives and agents (collectively, the "Released Parties") resulting from entrant's participation in or attempt to participate in the Sweepstakes or acceptance or use or misuse of a prize. No responsibility or liability is assumed by the Released 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, wireless, electronic or Internet connectivity or other network communication problems; errors or limitations of any Internet or wireless service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any data transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the network 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. Released Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, submissions of entries, the announcement of the prize or these Official Rules. Released 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. In the event of an identity dispute of an entrant who entered via Text Message, entry will be considered made by the registered owner of the phone number used for entering. In the event of an identity dispute of an entrant who entered via email, the entry will be considered made by the registered owner of the email address associated with the account used for entering. "Registered owner" is defined as the natural person who is assigned the phone number or email address by a wireless network provider, Internet access provider, online service provider or other organization which is responsible for assigning mobile numbers or email addresses (or the domain associated with a submitted email address).

9. RELEASE OF LIABILITY: By participating in the Sweepstakes, entrants agree (a) to release and hold harmless the Released Parties from any and all claims, actions, losses, injuries, damages or liabilities arising from or relating to such entrant's participation or inability to participate in the Sweepstakes; (b) under no circumstances will entrant be permitted to obtain awards for, and entrant 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, winners (a) agree that the Released Parties will

have no liability whatsoever for, and shall be held harmless by winners against, any liability including, without limitation, for personal injury, illness or death to entrant 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, including travel thereto; and (b) grant (and agree 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 or consideration, unless prohibited by law. The Released Parties are not liable in the event that any portion of the Sweepstakes (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. GENERAL CONDITIONS: Winners are solely responsible for any taxes on the prize, if any. Winners may be required to give their social security number to the Administrator as a condition of receiving the prize and will receive an IRS Form 1099 for the retail value of their 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 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 or any other factors beyond Sponsor's reasonable control, Sponsor and Administrator reserve the right, at their sole discretion, to (a) disqualify any individual who is responsible or who tampers with the operation of the Sweepstakes; and (b) cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the remaining prizes from among all eligible, non-suspect entries received prior to cancellation. This Sweepstakes is offered only in the Eligible States and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant'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, entrants 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 contact.pepsico.com/fritolay/privacy-policy for details of Sponsor's policy regarding the personal information collected in connection with this Sweepstakes. Additionally, any communication between entrant and Administrator, Sponsor or its other 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 AN ENTRANT, TO DELIBERATELY 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.

11. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope to be received by May 24, 2024 to: 2024 Frito-Lay Feed the Frenzy Sweepstakes Winner's List Request, PO Box 2334, Addison, TX 75001.

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

All snack related trademarks are owned by Frito-Lay North America, Inc. ©2024