

THIS PROMOTION IS INTENDED FOR THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**CHEETOS MAC 'N CHEESE FANNY MAC SWEEPSTAKES (“PROMOTION”)
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 PROMOTION, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

This Promotion uses Instagram as a means of entry. This Promotion is not sponsored, endorsed, administered or certified by Instagram. All Instagram logos and trademarks displayed on this Promotion are property of Instagram. All questions, comments or complaints regarding the Promotion should be directed to Administrator at the address listed below and not to Instagram.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of any of the fifty (50) United States and the District of Columbia (“Territory”), who are eighteen (18) years of age or older (nineteen (19) years of age or older if a resident of Alabama or Nebraska or twenty-one (21) years of age or older if a resident of Mississippi) as of the date of entry. The following persons are not eligible to participate: Employees, contractors, directors and officers of Frito-Lay, Inc. (“Sponsor”), FleishmanHillard, Dolphin Creative Promotions, Realtime Media LLC (“Administrator”) their respective parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, “Promotion Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step” regardless where they reside) 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 Promotion).
- 2. PROMOTION PERIOD:** Promotion begins at 9:00:01 a.m. Eastern Time (“ET”) on Friday, July 29, 2022, and ends at 11:59:59 p.m. ET on Friday, August 5, 2022 (“Promotion Period”). The time clock of the Sponsor of this Promotion is the official clock for this Promotion.
- 3. HOW TO PARTICIPATE:** To enter, log in to your Instagram account (must be made public), visit the CHEETOS brand page (<https://www.instagram.com/cheetos/>) and look for the campaign post about the Promotion. During the Promotion Period, comment on the Promotion post with the hashtags #FannyMac and #Sweepstakes (collectively, the “Required Hashtags”) and tag one (1) friend. By commenting on the post using the Required Hashtags and tagging one (1) friend collectively, you will receive one (1) entry (“Entry”) into the Promotion.

Limit one (1) Entry per person throughout the Promotion Period.

Data rates may apply if participant submits an Entry 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.

All participants must have a valid and public Instagram account. Multiple participants may not share the same public Instagram account. A potential winner may be requested to provide Sponsor with proof that they are the authorized account holder of the Instagram account associated with the winning Entry and/or an eligible participant. Entry must be manually key stroked and/or manually entered by the individual participant; 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 email addresses/IP addresses may be blocked. Additionally, use of multiple Instagram accounts for the purpose of obtaining more than one (1) Entry and/or Prizes (hereinafter defined) is prohibited and such persons will be disqualified, and all of their Entries will be deemed invalid, and any prize won by such person shall be forfeited.

- 4. PROMOTION DRAWING/ODDS:** On or about Monday, August 8, 2022, the Administrator will conduct a random drawing from all eligible Entries received within the Promotion Period and select ten (10) First Place Prize winners and ninety (90) Second Place Prize winners. The first ten (10) Entries randomly selected by the Administrator will be the First Place Prize winners, and the next ninety (90) Entries randomly selected by the Administrator will be the Second Place Prize winners. Odds of winning a Promotion Prize depend on the number of eligible Entries received.
- 5. PRIZE DETAILS:** One hundred (100) Promotion Prizes ("Prizes") will be awarded at the end of the Promotion Period, as detailed below.

FIRST PLACE PRIZE (10): Ten (10) First Place Prize winners will each receive:

- One (1) Branded Cheetos Mac 'N Cheese Fanny Mac (approximate retail value ("ARV": \$40)
- Total of thirty-six (36) Cheetos Mac 'N Cheese Single Serve Cups (twelve (12) of each flavor) (ARV: \$53.64)

The total ARV of each First Place Prizes is \$93.64.

SECOND PLACE PRIZE (90): Ninety (90) Second Place Prize winners will each receive:

- One (1) Branded Cheetos Mac 'n Cheese Fanny Mac (ARV: \$40)
- One (1) Cheetos Mac 'N Cheese Single Serve Cup in the flavor that aligns with the color Fanny Mac they receive (ARV: \$1.49)

The total of each Second Place Prize is \$41.49.

Total ARV of all Prizes is \$4,670.50.

PRIZE RESTRICTIONS: Limit of one (1) Prize per person/per household. Prizes will be awarded only upon winner redemption, confirmation, verification, and final approval by Sponsor. No substitution, transfer of any Prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a Prize of equal or greater value, if Prize, or portion of Prize, becomes unavailable. Sweepstakes Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered Prizes.

- 6. WINNER NOTIFICATION:** The potential Promotion Prize winners will be notified by Instagram Direct Message and/or a comment on their Entry post within twenty-four (24) hours of winner selection or as soon as reasonably practicable. Potential winners must complete a Prize claim form within two (2) calendar days of notification with the required information (including but not limited to; Full Name, Email Address, Full Address (no P.O. Box allowed), and Birth Date) or forfeit their Prize. Potential winner becomes the “Winner” only after verification of eligibility by Sponsor. 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 or mailing address. If (a) an attempted notification or a Prize is returned as undeliverable, (b) a potential winner does not respond to the Prize-claim instructions as stated within the 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 and an alternate winner will be chosen from remaining eligible Entries, in Sponsor’s sole discretion. Upon verification, Prizes will be delivered within approximately four (4) weeks of winner verification.
- 7. 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 Promotion or ability or inability to upload or download any information in connection with the Promotion. 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 Promotion: 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 Instagram Application in whole or in part for any reason; traffic congestion on the Internet or Instagram Application; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of the Instagram Application. 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 Promotion, the announcement of Prizes or these Official Rules. Use of Instagram Application 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 any

participant's or any other person's computer or mobile device resulting from participation in the Promotion. In the event of an identity dispute, the Entry will be considered made by the registered owner of the email address associated with the account used for Instagram account. "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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

- 8. RELEASE OF LIABILITY:** By participating in the Promotion, participants agree (a) to release and hold harmless Sponsor, Promotion Parties, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, , owners, distributors, retailers, agents, assignees, advertising/promotion agencies, 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 Promotion; (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 Promotion, 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 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 winner 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, including applicable 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, unless prohibited by law. Sponsor and Promotion Parties are not liable in the event that any portion of the Promotion is canceled due to weather, fire, strike, acts of war or terrorism, pandemic, epidemic, or any other condition beyond their control (a "Force Majeure Event").
- 9. DISCLAIMER:** No more than the stated number of Prizes will be awarded. In the event that production, programming, 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.

10. GENERAL CONDITIONS: Winners are solely responsible for any taxes on Prizes, if any. 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. Prizes are awarded “as is” with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer’s standard written warranty included in the prize packaging. If for any reason the Promotion 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 Promotion, Sponsor reserves the right, at its sole discretion, to (a) disqualify any individual who is responsible or who tampers with the process of submitting an Entry, and (b) cancel, modify or terminate the Promotion. This Promotion is offered only in the Territory 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 in connection with the Promotion, 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 Promotion. Additionally, any communication between participant and Sponsor or its agencies regarding this Promotion (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners’ names may 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, VANDALIZE OR INTERFERE WITH THE OPERATION OF THE PROMOTION 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 a list of prize winners, send a self-addressed, stamped envelope to be received within thirty (30) days after sweepstakes Promotion end date to: Cheetos Mac 'N Cheese Fanny Mac Sweepstakes Winner's List, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.

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

13. ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>