

**THIS SWEEPSTAKES IS INTENDED FOR PLAY IN 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 VS. DORITOS FLAMIN’ HOT FACEOFF 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, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.**

**1. ELIGIBILITY:** The Sweepstakes is open only to legal residents of any of the fifty (50) United States, and the District of Columbia, who are eighteen (18) years of age or older (nineteen [19] years of age or older if a resident of Alabama or Nebraska) 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, Web design, advertising, fulfillment, judging and promotion agencies and companies 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:** The Sweepstakes begins on April 19, 2021 at 12:00:00 p.m. Central Time (“CT”) and ends July 12, 2021 at 11:59:59 p.m. CT (“Sweepstakes Period”). The Sweepstakes Period is divided into twenty-three (23) individual entry periods (each a “Sweepstakes Entry Period”) as outlined in the table below. Each Sweepstakes Entry Period shall begin at the time that each @Cheetos or @Doritos Flamin’ Hot Face Off Post (“Post(s)”) goes live on Instagram on the Start Date listed below, and end at 11:59:59 p.m. CT on the End Date listed below. The time clock of the computer administering this Sweepstakes is the official timekeeping device for the Sweepstakes.

| Sweepstakes Entry Period | Sweepstakes Entry Period Description | Start Date | End Date | Drawing Date | Number of Winners |
|--------------------------|--------------------------------------|------------|----------|--------------|-------------------|
| 1                        | Drop 1 - @Cheetos Post               | 04/19/21   | 04/28/21 | 05/03/21     | 165               |
| 2                        | Drop 1 - @Doritos Post               | 04/19/21   | 04/28/21 | 05/03/21     | 165               |
| 3                        | Drop 2 - @Cheetos Post               | 04/29/21   | 05/05/21 | 05/10/21     | 165               |
| 4                        | Drop 2 - @Doritos Post               | 04/29/21   | 05/05/21 | 05/10/21     | 165               |
| 5                        | Drop 3 - @Cheetos Post               | 05/06/21   | 05/12/21 | 05/17/21     | 34                |
| 6                        | Drop 3 - @Doritos Post               | 05/06/21   | 05/12/21 | 05/17/21     | 34                |
| 7                        | Drop 4 - @Cheetos Post               | 05/13/21   | 05/19/21 | 05/24/21     | 165               |
| 8                        | Drop 4 - @Doritos Post               | 05/13/21   | 05/19/21 | 05/24/21     | 165               |
| 9                        | Drop 5 - @Cheetos                    | 05/20/21   | 05/26/21 | 05/28/21     | 34                |
| 10                       | Drop 5 - @Doritos                    | 05/20/21   | 05/26/21 | 05/28/21     | 34                |
| 11                       | Drop 6 - @Cheetos Post               | 05/27/21   | 06/02/21 | 06/07/21     | 165               |
| 12                       | Drop 6 - @Doritos Post               | 05/27/21   | 06/02/21 | 06/07/21     | 165               |

|    |                         |          |          |          |    |
|----|-------------------------|----------|----------|----------|----|
| 13 | Drop 7 - @Cheetos Post  | 06/03/21 | 06/09/21 | 06/14/21 | 68 |
| 14 | Drop 7 - @Doritos Post  | 06/03/21 | 06/09/21 | 06/14/21 | 68 |
| 15 | Drop 8 - @Cheetos Post  | 06/10/21 | 06/16/21 | 06/21/21 | 34 |
| 16 | Drop 8 - @Doritos Post  | 06/10/21 | 06/16/21 | 06/21/21 | 34 |
| 17 | Drop 9 - @Cheetos Post  | 06/17/21 | 06/23/21 | 06/28/21 | 34 |
| 18 | Drop 9 - @Doritos Post  | 06/17/21 | 06/23/21 | 06/28/21 | 34 |
| 19 | Drop 10 - @Cheetos Post | 06/24/21 | 06/30/21 | 07/02/21 | 34 |
| 20 | Drop 10 - @Doritos Post | 06/24/21 | 06/30/21 | 07/02/21 | 34 |
| 21 | Drop 11 - @Cheetos Post | 07/01/21 | 07/07/21 | 07/12/21 | 34 |
| 22 | Drop 11 - @Doritos Post | 07/01/21 | 07/07/21 | 07/12/21 | 34 |
| 23 | Crown Post              | 07/08/21 | 07/12/21 | 07/14/21 | 1  |

**3. HOW TO ENTER:** During each Sweepstakes Entry Period, (1) log in to your public Instagram account, and (2) comment on the corresponding Doritos and/or Cheetos Flamin’ Hot Instagram Post(s) and include the hashtags **#FlaminHotFaceOff** and **#Sweepstakes** within your comment to receive one (1) entry into the corresponding Sweepstakes Entry Period (“Entry”). **The two (2) steps listed above must be completed, and your Instagram account must be public, for your Entry to be valid.**

No other forms of entry are valid. **Limit one (1) entry per Instagram account, per Sweepstakes Entry Period.**

**Winners are selected via random drawings; see Section 6.** While Entries will not be judged to determine the winners, this does not relieve participants from responsibility for compliance with these Official Rules.

Data rates may apply if the 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, public Instagram account at the time of entry. Multiple participants may not share the same Instagram account. In the event of an identity dispute of a participant, the Entry will be considered made by the registered owner of the Instagram account used for submitting the Entry. “Registered owner” is defined as the natural person who is assigned an account handle by Instagram.

Each submission 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 accounts, and/or the manipulation of such information, for the purpose of obtaining more than the stated number of Entries and/or prizes, 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. ENTRY GUIDELINES:** By submitting an Entry, you agree that your submission is gratuitous and made without restriction and will not place Sponsor under any obligation. Sponsor reserves the right to, and may or may not, monitor Entries. Each participant will indemnify and hold harmless, Sponsor and Promotion Parties from any claims to the contrary.

**As determined by the Sponsor, in its sole discretion, Entries must comply with these Official Rules and any Terms of Service on [www.Cheetos.com/FlaminHotFaceOff](http://www.Cheetos.com/FlaminHotFaceOff) or [www.Doritos.com/FlaminHotFaceOff](http://www.Doritos.com/FlaminHotFaceOff).**

If you think that any Entry infringes your intellectual property rights, please follow the notification guidelines as stated herein. Frito-Lay North America, Inc. investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). Frito-Lay's Designated Agent to receive notifications of claimed copyright infringement is: By Mail: Jeanette Zimmer, 7701 Legacy Drive, Mail Drop 3A-160F, Plano, Texas 75024. By Email: [Jeanette.zimmer@pepisco.com](mailto:Jeanette.zimmer@pepisco.com). Your notice of claimed infringement must include the following information: (a) A physical or electronic signature of a person authorized to act on behalf of the copyright owner; (b) Identification of the copyrighted work claimed to have been infringed; (c) Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit us to locate the material; (d) Information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3). Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

ENTRIES POSTED TO ANY OF SPONSOR'S WEB SITES OR SOCIAL MEDIA SITES (IF ANY) WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the Sweepstakes entry requirements set forth herein in its reasonable discretion.

**5. OWNERSHIP OF ENTRIES:** By using the **#FlaminHotFaceOff** and **#Sweepstakes** hashtags to submit an Entry, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up, and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Sweepstakes and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

**6. RANDOM DRAWINGS:** One Thousand, Eight Hundred Sixty-Five (1,865) potential Sweepstakes Prize winners will be selected across all Sweepstakes Entry Periods in a random drawing on or about each Drawing Date, as outlined in the chart in Section 2, from among all eligible entries received for the corresponding Sweepstakes Entry Period (each a “Sweepstakes Drawing”). The number of winners for each Sweepstakes Drawing is outlined in the chart in Section 2. Entries will not carry forward to subsequent Sweepstakes Drawings. All Sweepstakes Drawings will be conducted by an independent agency, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received for a given Sweepstakes Drawing. Limit one (1) Sweepstakes Prize per person/household/Instagram account.

**7. PRIZE DETAILS: Sweepstakes Prizes (1,865 total; awarded based on number of winners per Sweepstakes Entry Period as outlined in the chart in Section 2; one (1) prize per winner):**

- One Hundred Sixty-Five (165) Drop 1 @Cheetos Sweepstakes Prizes will be awarded, consisting of a pair of Cheetos branded socks. ARV: \$10.00 each
- One Hundred Sixty-Five (165) Drop 1 @Doritos Sweepstakes Prizes will be awarded, consisting of a pair of Doritos branded socks. ARV: \$10.00 each
- One Hundred Sixty-Five (165) Drop 2 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded fanny pack. ARV: \$20.00 each
- One Hundred Sixty-Five (165) Drop 2 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded fanny pack. ARV: \$20.00 each
- Thirty-four (34) Drop 3 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded hat. ARV: \$50.00 each
- Thirty-four (34) Drop 3 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded hat. ARV: \$50.00 each
- One Hundred Sixty-Five (165) Drop 4 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded t-shirt. ARV: \$40.00 each
- One Hundred Sixty-Five (165) Drop 4 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded t-shirt. ARV: \$40.00 each
- Thirty-four (34) Drop 5 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded hoodie. ARV: \$65.00 each
- Thirty-four (34) Drop 5 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded hoodie. ARV: \$65.00 each

- One Hundred Sixty-Five (165) Drop 6 @Cheetos Sweepstakes Prizes will be awarded, consisting of a pair of Cheetos branded slides. ARV: \$35.00 each
- One Hundred Sixty-Five (165) Drop 6 @Doritos Sweepstakes Prizes will be awarded, consisting of a pair of Doritos branded slides. ARV: \$35.00 each
- Sixty-Eight (68) Drop 7 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded jacket. ARV: \$65.00 each
- Sixty-Eight (68) Drop 7 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded jacket. ARV: \$65.00 each
- Thirty-four (34) Drop 8 @Cheetos Sweepstakes Prizes will be awarded, consisting of Cheetos branded sweatpants. ARV: \$65.00 each
- Thirty-four (34) Drop 8 @Doritos Sweepstakes Prizes will be awarded, consisting of Doritos branded sweatpants. ARV: \$65.00 each
- Thirty-four (34) Drop 9 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded hat. ARV: \$50.00 each
- Thirty-four (34) Drop 9 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded hat. ARV: \$50.00 each
- Thirty-four (34) Drop 10 @Cheetos Sweepstakes Prizes will be awarded, consisting of a Cheetos branded hoodie. ARV: \$65.00 each
- Thirty-four (34) Drop 10 @Doritos Sweepstakes Prizes will be awarded, consisting of a Doritos branded hoodie. ARV: \$65.00 each
- Thirty-four (34) Drop 11 @Cheetos Sweepstakes Prizes will be awarded, consisting of Cheetos branded sweatpants. ARV: \$65.00 each
- Thirty-four (34) Drop 11 @Doritos Sweepstakes Prizes will be awarded, consisting of Doritos branded sweatpants. ARV: \$65.00 each
- One (1) Watch Post Sweepstakes Prize will be awarded, consisting of a custom branded Cheetos vs. Doritos Flamin' Hot Faceoff watch. ARV: \$18,000.00
  - *Includes cash awarded, in the form of a check, to assist with tax offset, to be determined by Sponsor in its sole discretion based on winner's actual tax bracket, up to a maximum amount of \$9,000.00.*

Winners must accept prizes as stated by Sponsor or prize may be forfeited. Total ARV of all prizes is \$85,970.00.

**8. WINNER NOTIFICATION:** A prize won by an eligible participant who is a minor in his or her state of residence may be awarded to minor's parent or legal guardian who must sign and return all required documents, if any. Potential winners will be notified by Instagram direct message containing instructions on how to claim their prize. The prize must be claimed within 24 hours of Instagram notification or prize may be forfeited and awarded to an alternate winner. 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 participant's Instagram account. If (a) a potential winner does not respond to the prize-claim instructions as stated within the notification, (b) any required documents are not returned within the required number of days, (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. Prizes will be mailed to winners within six (6) weeks to (8) weeks of winner verification.

**9. 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 Instagram in whole or in part for any reason; traffic congestion on the Internet; 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 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 entries, the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on Instagram. Use of Instagram 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 web-enabled device resulting from participation in the Sweepstakes. 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.

**10. RELEASE OF LIABILITY:** By participating in the Sweepstakes, participants agree (a) to release and hold harmless Sponsor, Promotion Parties, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, 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 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, 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, 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 Sweepstakes or prize is canceled due to weather, fire, strike, acts of war or terrorism, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, or any other condition beyond their control (a "Force Majeure Event").

**11. GENERAL CONDITIONS:** Each prize winner is solely responsible for any taxes on prize, if any. Any winner of a prize valued over \$600 will receive an IRS Form 1099 for the value of their prize. No cash equivalent or substitution of a prize is offered, except at the sole discretion of the Sponsor. No transfer of a 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, Sponsor and Promotion Parties reserve the right, at their discretion, to (a) disqualify any individual who is responsible or who tampers with the submission process, and (b) cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor and Promotion Parties will randomly award the prizes among all eligible, non-suspect entries received prior to cancellation. This Sweepstakes is offered only in the United 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 and Promotion Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of 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. Prize winners' names will be included in a publicly available winner's 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 the names of the prize winners, send a self-addressed, stamped envelope to be received by July 30, 2021 to: Cheetos vs. Doritos Flamin' Hot Faceoff Sweepstakes Winners' List, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

**13. SPONSOR:** Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024.  
Promotion support: [FlaminHotFaceOff@promosupport.com](mailto:FlaminHotFaceOff@promosupport.com)

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