

THE DORITOS STRANGER THINGS PROMOTION
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, AND PUERTO RICO, WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Doritos Stanger Things Promotion ("Promotion") is sponsored by Frito-Lay, Inc. ("Sponsor"), 7701 Legacy Drive, Plano, TX 75024 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033. **Netflix is not a sponsor of the Promotion.**

- 1. PROMOTION PERIOD:** The Promotion begins on April 25, 2022 at 12:00 PM (noon) Eastern Time ("ET") and ends on July 17, 2022 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are at least eighteen (18) years old at the time of entry. Officers, directors and employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (all such individuals and entities collectively referred to herein as the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's entries associated with that household (determined by Sponsor and/or Administrator in its sole discretion) may be disqualified and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PARTICIPATE:** There are two (2) ways to participate in the Promotion:
 - A. Make a Purchase:** During the Promotion Period, eligible entrants may purchase any specially marked bag of Doritos® 3D® Crunch Chili Cheese Nacho Flavored Corn Snacks,

Doritos® 3D® Spicy Ranch Flavored Corn Snacks and /or Doritos® 3D® Crunch Three Cheese Flavored Corn Snacks (6.0 oz) in store or online at any participating store (each a “Qualifying Purchase”), while supplies last. The exact number of specially marked bags may vary depending on printing and packaging process. Upon making a Qualifying Purchase, entrant must open the Qualifying Purchase bag, look for a code (“Code”) printed on an insert card (“Insert Card”) inside the Qualifying Purchase bag. Not all Qualifying Purchase bags include Insert Cards. There is a total of nine (9) Codes randomly distributed amongst the specially marked bags. If entrant’s Qualifying Purchase includes a Code, entrant is a potential winner of prize. Not all Qualifying Purchase bags include Codes and if an entrant does not find a Code inside his/her Qualifying Purchase bag he/she is not a potential prize winner. **ENTRANTS SHOULD NOT SHOW OR GIVE A CODE OR INSERT CARD TO ANY STORE EMPLOYEE.**

Entrants who do find a Code or Insert Card inside his/her Qualifying Purchase bag, must visit Doritos.com/StrangerThingsGuitar (“Website”) and complete and submit, within the Promotion Period, the registration form including, but not limited to, his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Entrant must also enter the Code from the Insert Card. **All Codes and Insert Cards must be obtained during the Purchase Period.**

B. Without a Purchase: To enter the Promotion without making a purchase, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½” x 5” properly stamped postcard and mail it to: The Doritos Stanger Things Promotion, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by July 17, 2022 and received by July 25, 2022. There is a limit of one (1) Mail-in Request per day during the Promotion Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.

On or around July 26, 2022, Administrator will random select one (1) potential winner from among all Mail-In Requests received during the Promotion Period based on the same odds as the purchase method (approximately 1:272,222) to determine if entrant is a potential winner. Mail-in requests become the property of Sponsor and/or Administrator, as applicable, and will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.

There are a total of ten (10) Insert Cards, each with one (1) winning Code, for the entirety of this Promotion. Nine (9) Insert Cards with winning Codes will be randomly distributed amongst all specially marked bags of participating Doritos® 3D® Crunch Corn Snacks. Limit one (1) Prize per household.

LIMIT: Regardless of the method used to enter, an entrant may only enter one (1) time per day during the Promotion Period. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on April 25, 2022, when the day will start at 12:00 noon ET and end at 11:59:59 PM ET.

4. **SPECIAL OFFER:** During the Promotion Period, any eligible entrants who make a Qualifying Purchase may scan the QR Code on the outside of each specially marked bag to access the offer website (“Offer Website”). Once on the Offer Website, entrant may follow the links and instructions to complete and submit, within the Promotion Period, the registration form including, but not limited to, his/her first and complete last name (no initials), date of birth, and valid e-mail address. Upon completing a valid registration, entrant will be notified when the “Live From the Upside Down” virtual concert premiers (“Concert”) and will receive a link to join the Concert or watch the pre-recorded version (“Offer Item”). No purchase required to register and view the Concert. **An entrant cannot participate in offer Concert solely by scanning the QR Code.**

There is a limit of one (1) Offer Item per person. The approximate retail value of each Offer Item is \$15. Offer Items are subject to availability and only available while supplies last. Offer Item will be e-mailed to the address provided upon registration within seventy-two (72) hours after verification. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure. Each entrant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient’s responsibility.

5. **PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):**

A. **Prizes (10):** Each prize is a Stranger Things cast signed replica guitar with guitar case (each a “Prize”). There will be ten (10) total Prizes available in the Promotion. The ARV of each Prize is \$1,400.

B. **Total ARV:** The total ARV of all available Prizes in the Promotion is \$14,000.

C. **Odds of Winning/Limit:** The odds of winning a Prize are approximately 1:272,222. There is a limit of one (1) Prize per person during the Promotion Period.

D. **Prize Details and Restrictions:** The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor’s sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason.

E. **General:** In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or

proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension.

- 6. HOW TO CLAIM A PRIZE:** All potential winners are subject to verification of eligibility and compliance with these Official Rules. If any potential winner is disqualified, determined to be ineligible or found not to be in compliance with these Official Rules, or, if any Prize is unclaimed, the Prize will be forfeited and, that Prize will not be awarded. Each potential winner will be notified via e-mail by Administrator. Each potential winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit") to the Sponsor or its authorized designee within five (5) calendar days from the date it is postmarked as being sent to the potential winner or his/her Prize may (in Sponsor's sole discretion) be forfeited. All potential Prize winners may be requested to provide additional documentation for verification purposes. If a Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes will be mailed to verified winners at the physical address (PO Boxes not permitted) provided at the time of winner verification within approximately six (6) weeks from the end of the Promotion. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. Sponsor will issue an IRS Form 1099-MISC for each winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

- 7. LIMITATION OF LIABILITY:** By participating in the Promotion, entrants agree that the Promotion Entities, and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible

or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible entries received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entries (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen,

mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. Further, Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any Entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action.

9. PRIVACY: Sponsor's privacy policy is available at <https://contact.pepsico.com/fritolay/privacy-policy>

10. PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known

or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Doritos Stanger Things Promotion, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than September 17, 2022.

Customer services inquiries can be made at [Contact Us](#).

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