

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

**BAKEN-ETS® 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 ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR’S SWEEPSTAKES ADMINISTRATOR, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents residing in one of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older (19 or older for Alabama and Nebraska 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, Web design, advertising, fulfillment, and promotion agencies 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 June 5, 2023 at 12:00:00 p.m. Central Time (“CT”) and ends on July 1, 2023 at 11:59:59 p.m. CT (“Sweepstakes Period”). The time clock of the computer administering this Sweepstakes is the official clock for this Sweepstakes.

3. TO ENTER: During the Sweepstakes Period, visit Bakenets.com (“Web Site”) or scan the code on displays to access the Web Site. At the Web Site, follow the on-screen instructions to register and properly submit an entry to receive one (1) entry into the random drawing. See Section 4 for drawing details. All entries must be properly received and recorded within the Sweepstakes Period in order to be eligible to win a prize.

An entrant cannot participate solely by scanning the code. Entrants must have a smart phone or other web-enabled device with a camera feature or code reader application and may incur data charges from their wireless service provider for each use of the code, depending on their service plan. Entrants are solely responsible for any wireless charges associated with such use, including the downloading (if applicable) and use of the code reader. If you do not have a code reader on your phone, search for one in your mobile device’s application store to find available code readers for your phone or device. Code readers may not be available on all devices. Check with your wireless service provider for details on these and any other applicable charges. Mobile entry is not required to submit an entry or win a prize in this Sweepstakes.

Limit one (1) entry per person/email address per day. A “day” is defined as the twenty-four (24) hour time period between 12:00:00 a.m. CT and 11:59:59 p.m. CT of the same day with the exception of the first day which will begin at 12:00:00 p.m. CT and end at 11:59:59 p.m. CT of the same day.

All entrants must have a valid email address. Multiple entrants may not share the same email address. A potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. 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 email addresses or IP addresses may be blocked. If it is discovered that an entrant used multiple email addresses, phone numbers and/or mailing addresses or manipulated such information for the purpose of obtaining more than the allowed number of entries or prizes, that person will be disqualified and any prize won shall be forfeited.

4. RANDOM DRAWING: The potential winners will be selected in a random drawing to be held on or about July 5, 2023 from among all eligible entries received by the Administrator, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning a prize depend on the number of eligible entries received. Limit one (1) prize per household.

5. PRIZE DETAILS: Prizes (30): Each winner will receive eight (8) 4-ounce bags of Baken-Ets® brand products (each bag valued at approximately \$2.49) each month for a total of twelve (12) months. The flavor of each bag included in the monthly delivery shall be determined by Sponsor, in Sponsor’s sole discretion. Winner does not receive their choice of flavor(s). Approximate Retail Value (“ARV”): \$239.04. Winner must accept prize as stated by Sponsor or prize will be forfeited and awarded to an alternate winner. Any difference between the stated ARV and actual value of a prize will not be awarded. Total ARV of all prizes is \$7,171.20.

6. WINNER NOTIFICATION: The potential winners will be notified by email and will be required to respond to the email within forty-eight (48) hours. If a valid response from the potential winner to the notification is not received within the allotted time period, the prize will be forfeited and an alternate potential winner will be randomly selected from remaining eligible entries. Sponsor and its agencies 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 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 will

only be delivered to confirmed winners residing within the United States. The first monthly delivery shall occur within twelve (12) weeks of winner verification.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or 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 Sponsor 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, wireless or Internet connectivity or other online or 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 online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; 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 or an entrant's email account used in connection with the Sweepstakes. Sponsor and Promotion Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. Use of Web Site 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. In the event of an identity dispute of an entrant, the entry will be considered made by the authorized account holder of the email account the entry is submitted from at the time of entry. The "authorized account holder" is the person who is assigned to the email account by the online service provider. **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 Sweepstakes, entrants 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, and representatives, from any and all claims or actions of any kind whatsoever for injuries, damages or losses to persons and property, including bodily injury and death, 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 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 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 any prize, and (b) grant to Sponsor and those acting under Sponsor's authority, and each of their respective designees the right to use his or her name, photograph, likeness, voice, image, statements, 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. Sponsor and Promotion 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 (including COVID-19), 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").

9. GENERAL CONDITIONS: Winners are solely responsible for any taxes on their prize, if any. Winners will 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 any 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 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 to (a) cancel, suspend and/or modify the Sweepstakes, or any part of it, and (b) disqualify any individual who is responsible for such action. If terminated, Sponsor may, in its sole discretion, determine the winners from among all eligible entries received up to time of such action in a manner as determined by the Administrator. 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, entrant's rights and obligations, or the rights and obligations of the Sponsor 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, 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 <https://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 participant and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, 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 DAMAGE, DESTROY, TAMPER OR VANDALIZE A 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.

10. WINNER'S LIST: For the names of the winners, send a self-addressed, stamped envelope to: Baken-Ets® Sweepstakes Winner's List Request, PO Box 2334, Addison, TX 75001. Requests must be received by August 7, 2023.

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

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