

**Frito-Lay Fun-Up Summer Sweepstakes
OFFICIAL RULES**

This Sweepstakes is intended for play in the 50 United States and the District of Columbia only and shall be construed and evaluated according to United States law. Do not enter this Giveaway if you are not located in the 50 U.S or D.C. at the time of entry. 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.

HOW TO PARTICIPATE: The Frito-Lay Fun-Up Summer Sweepstakes (the "Giveaway") will begin on July 1, 2014 at 10:00 am (CT) and end on July 31, 2013 at 11:59 pm (CT) (the "Giveaway Period"). You may enter on Instagram or Twitter (the "Site") by sharing an image of your favorite summer snacking moment using the hashtag #FritoLoveEntry (the "Entry"). You must have an Instagram or Twitter account or create an Instagram or Twitter account to enter. There is no charge to sign up for Instagram or Twitter or to follow Frito-Lay. **Instagram and Twitter are not sponsors of this Giveaway.** Entries are those made by the authorized account holder of the Instagram or Twitter account from which the entry is submitted. Authorized account holder is the person who is assigned to the Instagram or Twitter account by the online service provider. Multiple participants may not share the same Instagram or Twitter account. All entries become sole property of Frito-Lay North America, Inc. ("Sponsor") and will not be acknowledged or returned. Automated entry devices are prohibited. Sponsor reserves the right to void entries made through robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. Proof of submission of entry shall not be deemed proof of receipt by the Sponsor. See Sponsor's privacy policy at <http://www.fritolay.com/about-us/privacy-policy.html> regarding use of personal information collected through this Sweepstakes. Participants may not register with multiple Instagram accounts, Twitter accounts or email addresses or use other device or artifice to register multiple times or as multiple registrants. Any Participant who attempts to enter with multiple Instagram accounts, Twitter accounts or email addresses under multiple identities or uses any device or artifice to enter multiple times is subject to disqualification and prize forfeiture, in Sponsor's discretion. Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion will be disqualified. Any Entry or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any proper names, third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark or logo or is otherwise objectionable, will disqualify the entrant. Entry must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion.

ELIGIBILITY RESTRICTIONS: Sweepstakes is open to legal residents of the 50 United States and the District of Columbia 18 years of age or older at time of entry. Employees of Sponsor, its parent, subsidiary, and affiliated entities, advertising and promotion agencies (collectively, "Released Parties") and members of their immediate families (spouse, parent, child, sibling and their respective spouses) and/or households are ineligible to participate or win. Giveaway is subject to applicable federal, state and local laws and regulations and is void where prohibited by law.

PRIZES: There will be five (5) winners of the Giveaway. Prizes include:

- One (1) Grand Prize: two (2) Frito-Lay branded sunglasses, two (2) Frito-Lay branded cold drink holders, one (1) Frito-Lay branded woven string backpack, two (2) bags of Lay's Classic Potato Chips, one (1) Lay's Fujifilm camera and one (1) \$500 Visa Gift Card (ARV=\$582)
- Four (4) Weekly Prizes: two (2) Frito-Lay branded sunglasses, two (2) Frito-Lay branded cold drink holders, one (1) Frito-Lay branded woven string backpack, two (2) bags of Lay's Classic Potato Chips, one (1) Lay's Fujifilm camera and one (1) \$250 Visa Gift Card (ARV=\$332)

No substitution, transfer, or cash equivalent for prizes, except that the Sponsor may, at its sole discretion, substitute prizes of comparable value or cash. Unclaimed prizes will not be awarded.

WINNER SELECTION AND NOTIFICATION: One (1) weekly Sweepstakes winner will be selected and notified every Tuesday in a random drawing from among all eligible Entries received during Giveaway Period. The random drawing will be conducted by Zocalo Group using the random number generator (random.org) whose decision is final on all matters relating to the random drawing. One (1) grand prize Sweepstakes winner will be selected and notified on August 5, 2014 in a random drawing from among all eligible Entries received during Giveaway Period. The random drawing will be conducted by Zocalo Group using the random number generator (random.org) whose decision is final on all matters relating to the random drawing. Odds of winning a prize will depend upon the total number of eligible Entries received. All prizes will be awarded, provided a sufficient amount of eligible Entries are received, and prize winners will be notified via email. Once shipping information is received by Sponsor or its designee, the Gift will be

mailed to the qualified participant. Please allow 4-6 weeks for delivery of the Gift. Sponsor's computer is the official time keeping device for the Giveaway. Decisions of Sponsor with respect to the Giveaway are final. Winners may be required to, in Sponsor's sole discretion, execute and return an Affidavit of Eligibility and/or Release of Liability Prize Acceptance Form or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return the required Affidavit of Eligibility and Release of Liability Prize Acceptance Form within the required time period, or if a prize or prize notification is returned as undeliverable, potential winner forfeits prize. Sponsor is not responsible for any change in Facebook account information, email, mailing address and/or telephone number of entrants.

CONDITIONS: By participating, entrants agree to abide by these Official Rules. Payments of all federal, state and local taxes are solely the responsibility of the winners. By participating in the Giveaway, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Giveaway without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize. Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected or not received by the Sponsor or its agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer or cell phone and/or its contents, or causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Giveaway: (iv) any entries submitted in a manner that is not expressly allowed under these rules (all such entries disqualified); (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Giveaway, or (vi) any typographical or other errors in the printing, the offering or the administration of the Giveaway, or in the announcement of a Prize.

If for any reason this Giveaway cannot be executed as planned, including but not limited to infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Giveaway, or if the Giveaway is compromised or becomes technically corrupted in any way, electronically or otherwise, the Released Parties reserve the right to cancel, terminate or modify the Giveaway. If Giveaway is terminated before the original end date, Sponsor will select the winners by random drawing from among all eligible non-suspect online entries received as of the termination time/date, combined with all entries received at games as of the termination time/date. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or the operation of the participating stations' websites or who enters using any automatic or programmed entry duplication method that is prohibited under these rules. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure to comply with the Giveaway rules may result in an entrant's disqualification solely at the discretion of the Sponsor. For the names of the prize winners, send a self-addressed stamped envelope for receipt by 8/31/14 to Zocalo Group, 200 E Randolph, Suite 4200, Chicago, IL 60601. Attention: Frito-Lay/Melanie Faessler

DISPUTES AND GOVERNING LAW: As a condition of participating, participants agree (and agree to confirm in writing): (a) to release Released Parties from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, (b) that 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 Giveaway, 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. By entering, entrants agree that 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 Giveaway, 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 County, Texas.

Sponsor: Frito-Lay North America, Inc., 7701 Legacy Drive, Plano Texas 75024