

THIS PROMOTION 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.

**FRITO-LAY® COUNTDOWN TO CRUNCHTIME SWEEPSTAKES
("PROMOTION") OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY 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. MESSAGE AND DATA RATES MAY APPLY IF ENTERING WITH MOBILE DEVICE.

1. ELIGIBILITY: The Promotion 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"), Genesco Sports Enterprises, Inc. ("Administrator"), NFL Entities (as defined below in Section 8), 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") 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). The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void outside the United States and where prohibited or restricted by law, rule or regulation. Limit one (1) prize per person/email address/household.

2. PROMOTION PERIOD: The Promotion begins after 12:00:00 a.m. Central Time ("CT") on January 9, 2021 and ends by 11:59:59 p.m. CT on February 7, 2021 ("Promotion Period"). The Promotion Period is divided into four (4) weekly entry periods as defined in the chart below (each a "Week"). Each Week will include a certain number of NFL Playoff Games (each a "Game"). During each Game, participants will be alerted via posts on Frito-Lay's social channels as identified in Section 3(C)(1) that the Countdown has started and will have a sixty- (60) minute Entry Window to enter the Promotion (see below in Section 3 to find out exactly how the Entry Window will be announced each Game).

Week	Game Date	Game Time	Entry Window (see Section 3)	Approximate Draw Date
1	January 9, 2021	12:05 p.m. CT	60 minutes	January 11, 2021
	January 9, 2021	3:40 p.m. CT	60 minutes	
	January 9, 2021	7:15 p.m. CT	60 minutes	
	January 10, 2021	12:05 p.m. CT	60 minutes	
	January 10, 2021	3:40 p.m. CT	60 minutes	
	January 10, 2021	7:15 p.m. CT	60 minutes	
2	January 16, 2021	TBA	60 minutes	January 18, 2021
	January 16, 2021	TBA	60 minutes	
	January 17, 2021	TBA	60 minutes	
	January 17, 2021	TBA	60 minutes	
3	January 24, 2021	2:05 p.m. CT	60 minutes	January 25, 2021
	January 24, 2021	5:40 p.m. CT	60 minutes	
4	February 7, 2021	5:30 p.m. CT	60 minutes	February 8, 2021

Game dates and times are subject to change by the NFL. Non-winning entries will not carry-over into subsequent Week drawings. The time clock of the computer administering this Promotion is the official clock for this Promotion. 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.

3. HOW TO ENTER: During the Promotion Period, there are two (2) ways to enter the Promotion, as outlined below:

A. Purchase a Specially-Marked Bag: Starting December 27, 2020 and during the Promotion Period, purchase any qualifying, specially-marked FRITO-LAY® product (each a “Qualifying Product”), while supplies last. Locate the bell-marker code below the “guaranteed fresh” statement on the front of the bag (each a “Bag Code”) and the ten (10) digit UPC Code on the back of the same bag below the barcode (“UPC Code”). Have both codes available when you complete the instructions in Section 3(C) below during an Entry Window. Participating FRITO-LAY® products in the following varieties/sizes are:

LAY’S Classic – 8 oz bags
LAY’S Barbeque – 7.75 oz bags
LAY’S Sour Cream & Onion – 7.75 oz bags
LAY’S Game Day Chili – 7.75 oz bags
TOSTITOS Restaurant Style – 13 oz bags
TOSTITOS Scoops! – 10 oz bags
TOSTITOS Bite Size Rounds – 13 oz bags
DORITOS Nacho Cheese – 9.75 oz bags
DORITOS Cool Ranch – 9.75 oz bags
DORITOS Spicy Nacho – 9.75 oz bags

B. Request a Code via Mail-In – From December 27, 2020 to February 1, 2021: To obtain a Bag Code and UPC Code without making a purchase, send a 3" x 5" card or piece of paper with your full name, address, city, state, zip code, date of birth, and email address to be received by February 1, 2021 to: Frito-Lay Countdown to Crunchtime Sweepstakes Bag Code Request, 5944 Luther Lane, Suite 500, Dallas, TX 75225. The Bag Code and UPC Code will be emailed to the email address listed on the 3" x 5" card. Limit one (1) free Bag Code and UPC Code request per stamped-out envelope. Sponsor and Promotion Parties are not responsible for illegible, lost, late, misdirected, damaged, postage-due, incomplete, unintelligible or undelivered mail or Bag Code Requests, Bag Codes, or UPC Codes.

C. To receive one (1) entry into the “Weekly Prize Drawing” (as defined in Section 4), follow these instructions:

1. Follow along on at least one (1) of Frito-Lay’s social channels: Facebook @FritoLay, Twitter @Fritolay, and/or Instagram @fritolay.
2. During each Game, random previously unannounced times will be chosen to begin the Countdown to Crunchtime as indicated on Frito-Lay’s social channels (“Countdown”). See dates and times of each Game in the chart in Section 2.
3. When the Countdown begins during each Game, Frito-Lay’s social channels will make the announcement, alerting participants they will have sixty (60) minutes to scan their QR Code or use their desktop computer to open www.FritoLayCrunchtime.com (“Web Site”), register and complete the entry process.
4. Within the sixty- (60) minute window (“Entry Window”), complete the following process to properly complete and submit one (1) entry in the Promotion before the Entry Window expires:
 - a. Grab your qualifying, specially-marked Frito-Lay bag.
 - b. Using your phone’s Camera feature, scan the QR Code on your bag and click on the pop-up link to open the Web Site. Or, participants may go directly to the Web Site without using their mobile phone or Web-enabled device.
 - c. Enter your Bag Code and UPC Code and follow the online instructions to register for the Promotion. Note: participants will only need to register the first time they visit the Web Site.

See Section 5 for Prize details. By registering for the Promotion, you are opting in to receive communications relating to the Promotion.

During the Promotion Period, one (1) randomly selected time during each Game (*i.e.*, the “Entry Window”) will be chosen by the Sponsor. All entries must be properly received and recorded within each Entry Window in order to be eligible to win a prize. You do not have to submit an entry in each Entry Window in order to be eligible to win.

Limit one (1) Bag Code and UPC Code submission per person/email address per Game. All entries must be properly received and recorded by the Sponsor’s computer within the Entry Window and Promotion Period in order to be eligible to win a prize.

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. Mobile entry is not required to enter or win a Prize in this Promotion.

Participants must have a Facebook, Twitter or Instagram account in order to participate, enter or win a prize in this Promotion. A Facebook, Twitter or Instagram account can be opened for free by visiting www.facebook.com, www.twitter.com or www.instagram.com. If you enter or download the Facebook, Twitter or Instagram applications using your mobile device, standard data rates may apply. See your wireless provider for pricing plan details. Wireless service may not be available in all areas. Normal phone/Internet access and data/usage charges imposed by your online/phone service provider may apply. Mobile entry is not required to participate, enter or win a prize in this Promotion. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, or Instagram.

All participants must have a valid email address. Multiple participants may not share the same email address. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry and/or an eligible participant. 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 multiple email addresses, phone numbers and/or mailing addresses, 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. WEEKLY PRIZE DRAWING AND ODDS OF WINNING: On or about each draw date indicated in the chart above in Section 2, Sponsor's representatives, whose decisions are final and binding on all matters relating to this Promotion, will randomly select one (1) potential winner, provided a sufficient number of entries are received, from among all eligible entries received for each Week. There will be a total of four (4) potential winners, one (1) per Week. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Odds of winning a Prize (defined below) depend on the number of eligible entries received per Week.

5. PRIZE DETAILS: There will be a total of four (4) potential winners, one (1) per Week. Each winner will receive one hundred thousand dollars (\$100,000.00) in the form of a check, payable to winner. **Approximate Retail Value ("ARV") per Prize: \$100,000.00. Total ARV of all Prizes: \$400,000.00.**

Winner must accept prize as stated by Sponsor or prize may be forfeited. Prizes are non-transferable. No substitution, assignment or transfer of any Prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a Prize with another prize of greater or equal value in the event a Prize becomes unavailable. No responsibility or liability is assumed for damages, losses, or injury resulting from acceptance or use of the Prize. If the 2021 NFL Playoffs and/or Super Bowl LV is cancelled for any reason, then Sponsor reserves the right to cancel the Promotion or draw a potential winner from all eligible entries received prior to cancellation. Sponsor is not responsible if any game during the 2021 NFL Playoffs is delayed, postponed, or cancelled for any reason, in which that game(s) will not be eligible for the Promotion and Prize and no substitution will be provided except in Sponsor's sole discretion. All federal, state, and local taxes are the sole responsibility of the winner, who will receive a 1099 for the Prize value.

6. WINNER NOTIFICATION: Potential winners will be notified by email and must respond to the notification within forty-eight (48) hours indicating whether he/she can accept Prize or Prize may be forfeited. 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 email address, mailing address, and/or telephone number. Winners will be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, except for residents of Tennessee and where prohibited, Publicity Release within five (5) days of prize notification. 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 prize-winning message or email, (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 awarded to an alternate winner, in Sponsor's sole discretion.

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 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 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 Web Site used in connection with the Promotion. 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 entry of Bag Codes, submissions of entries, the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. 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 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 entry. "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, defend, indemnify and hold harmless Sponsor and Promotion Parties from any and all claims, 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 and 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 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 (including any prize) is canceled due to pandemics or epidemics, 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").

The National Football League, its member professional football clubs, NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC and NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Promotion or any prizes awarded. The NFL Entities have not offered or sponsored this Promotion in any way.

9. DISCLAIMER: Bag Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Bag Codes contain or are the result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Bag Code is limited to replacement with a free randomly selected official Bag Code, while supplies last. Bag Codes may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the methods described in these Official Rules. All submitted Bag Codes become property of Sponsor and will not be returned. No more than the stated number of prizes will be awarded. In the event that production, programming, seeding, printing or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed in any prize category, Sponsor reserves right to award only the stated number of prizes. Screen shots are not proof of winning status.

10. GENERAL CONDITIONS: All federal, state, and local taxes, fees, and surcharges on any Prize are the sole responsibility of winner of the Prize. Winners of a Prize with a total value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which Prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket. No cash equivalent or substitution of a Prize is offered, except at the sole discretion of the Sponsor. No transfer of Prize is permitted. 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 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 submission process, and (b) cancel, modify or terminate the Promotion. In the event of cancellation, Sponsor will randomly award the remaining prizes among all eligible, non-suspect entries received prior to cancellation. This Promotion 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 in connection with the Promotion, 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 our policy regarding the personal information collected in connection with this Promotion. 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 OR VANDALIZE THE WEB SITE 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. WINNER'S LIST: For a list of winners, send a self-addressed, stamped envelope to be received by March 15, 2021 to: Countdown to Crunchtime Promotion Winner's List, 5944 Luther Lane, Suite 500, Dallas, TX 75225.

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

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Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this promotion or the prizes awarded. The NFL Entities have not offered or sponsored this promotion in any way.

**THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, TWITTER, OR INSTAGRAM.
THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY.**