

## 2020 FOOD CITY'S FALL FOOTBALL SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THE 2020 FOOD CITY'S FALL FOOTBALL SWEEPSTAKES (the "SWEEPSTAKES"), PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**1. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of TN, VA, KY, or GA (18 or older). Void where prohibited. The following persons are not eligible to participate: Employees, contractors, directors and officers of Frito-Lay, Inc. ("Sponsor"), Propac Agency ("Administrator"), Food City's employees or associates and each of their respective parents, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and sweepstakes agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, the "Promotion Entities"), the NFL Entities (defined at the end of the document) and the immediate family members (spouse, parent, child, sibling, grandparent, and/or family members) 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 months during the twelve-month period preceding the start date of the Sweepstakes).

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. (CT) on August 30<sup>th</sup>, 2020 and ends at 11:59:59 p.m. (CT) on October 4<sup>th</sup>, 2020 ("Sweepstakes Period"). The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

**3. HOW TO ENTER:** During the Sweepstakes Period, you may enter by one of the following manners. **(a) TEXT MESSAGE:** Use your SMS-enabled mobile phone to text "GAMETIME" to 59769 to receive one (1) entry into the random drawing. For each text message entry, you will receive up to 2 reply messages. **Participants must have a mobile phone with text messaging capabilities to participate by text message.** Message and data rates may apply. You may incur message and/or data charges from your wireless service provider for each message sent and received. Check with your wireless service provider for details on these and any other applicable charges. **(b) EMAIL:** To enter without sending a text, email the name of this sweeps ("Food City's Fall Football Sweepstakes"), your first and last name, your complete street address, daytime phone number, email address, and date of birth to [fallfootballsweeps@propac.agency](mailto:fallfootballsweeps@propac.agency) . Email entries must be received by 11:59:59 p.m. CT on October 4<sup>th</sup>, 2020. Entries will become property of the Sponsor. Use of any robotic, automatic, programmed or similar methods of entries will void all entries and result in disqualification. In the event of an identity dispute of an entrant who entered via Text Message, entry will be considered made by the registered owner of the phone number used for entering. No other forms of entry are valid.

**4. RANDOM DRAWING/ODDS:** Potential winners will be selected in a random drawing to take place on or about October 12<sup>th</sup>, 2020 from among all eligible entries received by the Administrator whose decisions are final. Odds of winning depend on the number of valid entries submitted within the Official Sweepstakes time period.

### **5. PRIZE DETAILS:**

- Ten (10) Chips for a YEAR Winners: Ten (10) Winners will receive chips for a year, awarded in the form of fifty-two (52) coupons; each redeemable for one (1) bag of Frito-Lay branded chips (up to a value of \$4.99 each) **(ARV \$259.48 per winner, TRV \$2,594.80)**
- Ten (10) Pepsi for a YEAR Winners: Ten (10) Winners will receive a \$500 Gift Card to be used at Food City stores **(ARV \$500 per winner, TRV \$5,000)**
- **Total ARV ("Total Approximate Retail Value"): \$7,594.80**

**LIMIT:** There is a limit of one (1) entry per person/household/ email address/ mobile number per day during the Sweepstakes Period, regardless of method of entry. If an entrant enters more than one (1) time per day, only the first Entry for such day will be included in the Sweepstakes. A "day" is defined as the twenty-four (24) hour time

period between 12:00:00 a.m. ET and 11:59:59 p.m. ET of the same day with the exception of the first day which will begin at 12:00:00 p.m. ET and end at 11:59:59 p.m. ET of the same day.

**Prize Restrictions.** Limit one (1) prize per household/person/address. No transfer, reassignment or substitution of prize (in whole or in part) is allowed. Prizes must be claimed as set forth in Rule 6 below. Properly claimed prizes are subject to the following: (i) good for the value printed on each coupon (ii) cannot be replaced if lost, stolen or damaged; (iii) Coupons are not redeemable for cash (iv) valid until the date shown on the coupons (v) additional rules, terms and conditions apply, available by emailing the Administrator Sweepstakes email, [fallfootballsweeps@propac.agency](mailto:fallfootballsweeps@propac.agency). All federal, state and local taxes for the prizes awarded are the sole responsibility of the winner. In no event will more than twenty (20) prizes be awarded in this Sweepstakes.

**6. WINNER NOTIFICATION:** Potential winners will be notified by text message, phone and/or online (depending on method of participation) at the phone number/email address provided at the time of entry and will be required to respond within forty-eight (48) hours in order for the independent judging agency to capture winner's name and address or prize will be forfeited and awarded to an alternate winner, time permitting. Any alternate winners selected will also be required to respond to the prize-winning message within forty-eight (48) hours. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release within five (5) days of prize notification as indicated on the Affidavit. Prizes will be distributed within 2-3 weeks of winner verification via email or mailed when applicable. Sponsor is not responsible for suspended or discontinued wireless or Internet service which may result in a potential winner not receiving initial prize notification; nor is Sponsor responsible for any change in participant's email address, phone number, and/or mailing address. If attempted notification or prize is returned as undeliverable, if any required documents are not returned within the required number of days, if winner cannot be verified, or if winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate valid entrant, in Sponsor's sole discretion.

**7. LIMITATIONS OF LIABILITY AND RELEASE:** No responsibility is assumed by Sponsor, the NFL Entities or Promotion Entities, and their partners, sponsors, and affiliates, (the "Releasees") for lost, late, mutilated, illegible, incomplete, or misdirected entries. No liability or responsibility is assumed by the Releasees resulting from entrant's participation in or attempt to participate in the Sweepstakes. No responsibility or liability is assumed by the Releasees 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 or Internet connectivity or other 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 any Sweepstakes-related equipment in whole or in part for any reason; traffic congestion on the network; 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 an entry submitted in connection with the Sweepstakes. The Releasees are not responsible for any typographical errors in the announcement of prizes or these Official Rules. The Releasees 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 electronic device and/or phone equipment resulting from participation in the Sweepstakes. Releasees are not responsible for any personal injury or property damage or losses of any kind which may be sustained by prize winners or any other person resulting from acceptance or use of a prize.

**8. RELEASE OF LIABILITY:** By participating in the Sweepstakes, Entrants release the Releasees from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize, recipients (a) agree that the Releasees 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 prize, including any travel related thereto and (b) grant (and agree to confirm grant in writing promptly upon request) the Sponsor and those acting under the Sponsor's authority, the right to the use of his/her 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 World Wide Web

without review, notification or approval, and without any additional compensation, unless prohibited by law. The Releasees 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, or any other condition beyond their control (a "Force Majeure Event").

**9. GENERAL CONDITIONS:** Winners are solely responsible for any taxes on the prize awarded and may receive an IRS Form 1099 for the ARV of the prize, if applicable. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is permitted. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, the 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 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, at its sole discretion, to disqualify any individual who is responsible or who tampers with the operation of the Sweepstakes, and to cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation.

**DISPUTES: 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 THE 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. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN TEXAS HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ALL CAUSES OF ACTION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Any personally identifiable information collected during an Entrant's participation in the Sweepstakes will be collected by Sponsor or its agent, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor Frito-Lay, Inc's Privacy Policy as stated at <http://www.fritolay.com/legal/privacy-policy.htm> Winners' names may 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, VANDALIZE 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. WINNERS LIST:** For the names of the winners, send a self-addressed, stamped envelope to be received by October 15<sup>th</sup>, 2020 to: FOOD CITY'S FALL FOOTBALL Sweepstakes Winner's List, PO Box 2334, Addison, TX 75001.

**11. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each winner grants (and agrees to confirm that grant in writing permission for the Sponsor and/or Sponsor's designee the perpetual right to use

his/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 in Tennessee or where prohibited by law.

**12. ADMINISTRATOR:** Propac Agency, 6300 Communications Pkwy Ste 100, Plano, TX 75024.

**13. SPONSOR(S):** Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024-4099

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