

THIS SWEEPSTAKES 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 OR DISTRICT OF COLUMBIA AT THE TIME OF PARTICIPATION.

**PopCorners® Derby Day Sweepstakes
Official Rules**

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH X CORP. ENTRANTS ARE PROVIDING INFORMATION TO SPONSOR (DEFINED BELOW) AND NOT TO X (FORMERLY KNOWN AS TWITTER (“X”).**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The PopCorners® Derby Day Sweepstakes (“Sweepstakes”) is open only to legal U.S. residents residing in one (1) of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age or older (19 or older if a resident of Alabama or Nebraska) as of time/date of entry, and have a valid US driver’s license or government issued photo ID prior to May 2, 2024. The following persons are not eligible to participate: employees, officers and directors of Frito-Lay, Inc. (“Sponsor”), PepsiCo, Inc., Noun Agency LLC, OMD USA, Inc., Ketchum, Inc., Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, distributors, Web design, advertising, contest, fulfillment and marketing agencies, and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, the “Sweepstakes Parties”), and their immediate family members (spouse, partner, parent, legal guardian, in-law, child, sibling, grandparent, and/or “step” or each) and those living in their same households (whether legally 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). By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void where prohibited by law, rule, or regulation. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, selection of winners, and Sponsor’s exercise of discretion, which will be final and binding in all respects.
2. **TIMING:** The Sweepstakes begins on or about 9:00 a.m. Eastern Time (“ET”) on May 2, 2024, and ends at 11:59 p.m. ET on May 6, 2024 (the “Entry Period”). The designated computer clock of the Administrator is the official time-keeping device in the Sweepstakes.
3. **HOW TO ENTER THE SWEEPSTAKES:** There is one (1) method of entry for this Sweepstakes, and you may enter as follows:
 - A. **X Method of Entry:** To participate and enter this Sweepstakes via X, you will need an X account (“X Account”). If you don’t already have an X Account, visit www.twitter.com to create an X Account; creating an X Account is free. By submitting your information and creating an X Account, you will be required to agree to the X terms of service and privacy notice. If you do not agree to X’s terms of service and privacy notice, you cannot create an X Account or

participate in this Sweepstakes. Once logged in to your X Account, become a follower of @PopCorners account located at <https://twitter.com/popcorners> (the "X Website"). **To enter, visit the X Website during the Entry Period, identify the PopCorners brand post advertising the Sweepstakes ("Sweepstakes Post") and like the Sweepstakes Post. Reply to the Sweepstakes Post with a photo of yourself showing your Derby Day celebration. No one other than the entrant may appear in the photograph. When you reply to the Sweepstakes Post with the photograph, you must include the unique hashtag #PopCornersDerbySweepstakes as part of your reply (your "Entry").** You must include the required hashtag to receive an Entry into the Sweepstakes. Sponsor may not see or receive Entries that fail to strictly follow the instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an Entry. **NOTE: Sponsor may not receive entries from X users with "protected" updates (i.e., user has set their X Account so that only people the user has approved can view their updates) due to the way X operates its service. Be sure your Account is set to public.** Sponsor, at its sole discretion, may accept a technically incorrect unique hashtag term. Entries not seen or received by Sponsor will not be entered into the Sweepstakes. By including the required hashtag in your post, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) Entry into the Sweepstakes, subject to the limit below.

No other forms of entry are valid. Limit of three (3) unique Entries per handle per day will be accepted. A "day" is defined as starting at 12:00 a.m. ET and ending at 11:59:59 p.m. ET on a calendar day during the Entry Period, except on May 2, 2024, when a day is defined as starting at 9:00 a.m. ET and ending at 11:59:59 p.m. ET.

Winner will be selected via random drawing; see Section 4. While Entries will not be judged to determine the winner, this does not relieve participants from responsibility for compliance with these Official Rules.

Data rates may apply if the 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.

Each Entry photo must be unique. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified and all of their entries will be deemed invalid and/or any prize won by such person shall be forfeited and returned if previously awarded. Each submission must be manually key stroked and/or manually entered by the individual participant. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and will be disqualified and transmissions from these or related IP addresses may be blocked. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event that an Entry is confirmed to have been erroneously deleted, lost, or destroyed, entrant's sole remedy shall be another Entry into the Sweepstakes. In the event of a dispute over the identity of an entrant, Entry will be deemed submitted by the registered account holder of the email address associated with the Entry or social media account for the domain associated with the submitted address, provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses or the natural person associated with the applicable social media account. In the event that a dispute

regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Parties the right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations.

Entry Content Guidelines. Entries that do not meet the following "Content Guidelines" are subject to disqualification, at Sponsor's sole and absolute discretion, so read and follow these Content Guidelines:

- No one other than the entrant may appear in the photograph.
 - Entries must comply with these Official Rules and any Terms of Use/Service posted on the social media platform where your Entry is posted and meet all specifications or requirements called for in any advertising for the Sweepstakes.
 - Entries must be suitable for presentation in a public forum.
 - Entries must not have been submitted previously in any contest or sweepstakes of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
 - Except for materials in the public domain, each Entry, in its entirety, must be a single work of original material created by the entrant, for which entrant has all rights required to comply with these Official Rules and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials that infringe third-party rights is grounds for disqualification from the Sweepstakes and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself. **Entries that contain third-party brand names, trademarks or company logos (other than those owned by Sponsor) or contain any individual other than you are subject to disqualification.**
 - Entries must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the website or social platform such as viruses, trojan horses or other technologies that could adversely impact the Sweepstakes, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).
 - Entries should not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact or impersonate that individual.
 - No background artwork should appear in the Entry unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Entry must be created solely by the entrant who must be the sole owner of all copyright interests therein.
4. **SWEEPSTAKES DRAWING:** There will be one (1) potential winner selected in this Sweepstakes, via a random drawing on or about May 7, 2024, from among all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of

the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final.

5. **ODDS:** Odds of winning the Sweepstakes prize depend on the total number of eligible entries received.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified through a direct message on X in a commercially reasonable time after the drawing. Potential winner has 72 hours to respond to the initial direct message. The Sweepstakes Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending direct message on social media. As part of the winner notification process, the potential winner will be required to complete and submit a prize redemption form ("Redemption Form") and a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within ten (10) days as a condition of receiving the prize. If the potential winner fails or refuses to sign and return the Redemption Form and/or Declaration within the required time period, or if the Redemption Form and or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to the potential winner, potential winner may be disqualified and an alternate may be selected, up to three (3) alternates, after which the prize will remain un-awarded. P.O. Boxes are not permitted. The Sweepstakes Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. Non-compliance shall result in disqualification and award to an alternate winner. Potential winner becomes the "winner" only after verification of eligibility by Sponsor. If the potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. Upon forfeiture for any reason, no compensation will be given.

No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winner, of the advertised prize available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

7. **PRIZE/PRIZE RESTRICTIONS:** The prize to be awarded in this Sweepstakes is:

ONE (1) GRAND PRIZE: The "Grand Prize" is a check in the amount of \$20,000 and a "garland" made of PopCorners which consists of one hundred (100) Kettle Corn 3 oz bags, as well as one (1) Jalapeno Popper 6.5 oz bag, one (1) White Cheddar 7.0 oz bag, one (1) Sea Salt 7.0 oz bag, one (1) Cinnamon Crunch 7.0 oz bag, one (1) Sweet Chili 7.0 oz bag, one (1) Sour Cream & Onion 7.0 oz bag.

The Approximate Retail Value ("ARV") of the Grand Prize is \$20,115.

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her prizes, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether they, in whole or in part, are

used. The ARV of the prize is based on available information provided to Sponsor as of the time these Official Rules are posted and may fluctuate. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The value of the prize awarded to a winner will be reported for tax purposes as required by law. The winner of such prize will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner for the actual value of the prize received. Winners are responsible for paying taxes on the full ARV of the Prize awarded to them. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The total ARV of the prize awarded in this Sweepstakes is \$20,115. The Sweepstakes Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. The prize will be fulfilled approximately four (4) to six (6) weeks after the Sweepstakes has ended.

- 8. GENERAL:** Subject to applicable law, the winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, prize information, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to the failure or interruption of any social media platform or any internet service provider, tampering, unauthorized intervention, fraud, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize without any further obligation. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE, OR INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 11. RELEASES:** All entrants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, X, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's

registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. 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.

- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Texas, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Texas. Sponsor agrees to pay

the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. This Sweepstakes is offered only in the United States and is governed by the laws of the state of Texas, and all claims must be resolved in the federal or state courts located in Collin or Dallas counties, Texas.

- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, each entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://contact.pepsico.com/fritolay/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, the Redemption Form, or Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, the Redemption Form, or Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNER LIST:** To receive the name of the prize winner, send a #10 self-addressed, stamped envelope for receipt by July 8, 2024 to: PopCorners® Derby Day Sweepstakes- Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.