

**2023 GRANDMA'S® COOKIES FOR A YEAR USG 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 PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

1. ELIGIBILITY: The Sweepstakes 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) 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, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, the "Sweepstakes Entities"), 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 TIMING: Sweepstakes begins at 12:00:00 p.m. (noon) Central Time ("CT") on October 1, 2023 and ends at 11:59:59 p.m. CT on November 30, 2023 ("Sweepstakes Period"). The time clock of the computer administering this Sweepstakes is the official clock for this Sweepstakes.

3. HOW TO ENTER: There are two (2) ways to enter as described below.

(a) TEXT MESSAGE: During the Sweepstakes Period, use your SMS-enabled mobile phone to text GRANDMAS to 86261 ("Short Code") to enter for a chance to win a prize. For each text message entry, you will receive up to a total of four (4) reply text messages about the Sweepstakes from the Sponsor, via automatic dialing system. Entrants must have a mobile phone with text messaging capabilities to enter by text message (available on participating carriers only) and may incur a standard text message charge from their wireless service provider for each text message sent and received. Check with your wireless service provider for details on these and any other applicable charges. Message and data rates may apply. Consent is not a condition of entry. Your text is your electronic signature agreeing to these Official Rules and the SMS Terms and Conditions at propac.agency/smsterms and to giving electronic written consent. Entrants are solely responsible for any such wireless charges. Not all wireless carriers will participate. If you wish to opt out, text STOP to the Short Code. Text HELP to the Short Code if you would like more information. Mobile entry is not required to submit an entry or win a prize in the Sweepstakes.

(b) MAIL-IN: To enter without sending a text message, hand print your first and last name, complete mailing address (no PO Boxes), daytime phone number, date of birth, and email address on a 3" x 5" index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed and mail it to: 2023 Grandma's Cookies For a Year USG Sweepstakes, PO Box 2334, Addison, TX 75001 to be postmarked by November 30, 2023 and received by December 7, 2023. Limit one (1) mail-in entry per stamped-outer envelope. No photocopied or mechanically reproduced entries accepted. Entries become property of Sponsor and will not be returned.

No other forms of entry are valid. Proof of submitting an entry does not constitute proof of delivery or entry. **Limit one (1) entry per day per person/mobile phone number/address, regardless of entry method.** 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.

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 phone numbers may be blocked. If it is discovered that an entrant used multiple phone numbers, email addresses and/or mailing addresses, or manipulated such information, for the purpose of obtaining more than one (1) entry per day, such persons will be disqualified and all of their entries shall be deemed invalid and any prize won by such person shall be forfeited.

4. RANDOM DRAWING: Winners will be selected in a random drawing to be held on or about December 8, 2023 from among all eligible entries received by the Administrator whose decisions shall be final in all matters relating to this Sweepstakes. Odds of winning depend upon the number of eligible entries received. Limit one (1) prize per person/household.

5. PRIZE DETAILS: Prizes (20): Each winner will receive one (1) case of Sponsor's product (Grandma's® Cookies) each month for a total of twelve (12) months and one (1) cookie jar. Each case shall contain thirty-one (31) mixed bags of Grandma's® Big Cookies and Grandma's® Mini Cookies. The flavor and size of each bag included in the case shall be determined by Sponsor. Approximate Retail Value ("ARV") of each prize (in total, 12 cases and one cookie jar): \$550.00. Winner must accept prize as stated by Sponsor or prize may be forfeited and awarded to an alternate winner. Any difference between the state value and actual value will not be awarded. Total ARV of all prizes is \$11,000.00.

6. WINNER NOTIFICATION: If a potential winner participated via text message, he or she will be notified by text message and will be required to email their contact information to the Administrator's email address (as provided within the notification) within seventy-two (72) hours. Once a potential winner's contact information is received, he or she will receive an email containing further instructions on how to claim the prize which must be completed within the allotted time frame as stated herein and/or with the email. If a potential winner participated via

mail-in, they will be notified by mail at the time the prize is awarded. 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 text messages or 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 shall only be awarded to individuals residing within the United States (including D.C.). The first monthly shipment of the prize will be shipped within eight (8) weeks of winner verification.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor and Sweepstakes Entities for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail, text messages or entries. No liability or responsibility is assumed by Sponsor and Sweepstakes Entities resulting from entrant's participation in or attempt to participate in the Sweepstakes. No responsibility or liability is assumed by the Sponsor and Sweepstakes Entities 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 network 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. Sponsor and Sweepstakes Entities are not responsible for any typographical errors in the announcement of prizes or these Official Rules. In the event of an identity dispute of an entrant whom entered via Text Message, entry will be considered made by the registered owner of the phone number used for entering. Sponsor and Sweepstakes Entities 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. 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 SWEEPSTAKES ENTITIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

8. RELEASE OF LIABILITY: By participating in the Sweepstakes, entrants agree (a) to release, defend, indemnify and hold harmless Sponsor and Sweepstakes Entities from any and all claims, damages or liabilities 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 the Sponsor and Sweepstakes Entities, 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 entrant 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 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 Sweepstakes Entities 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, 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: Each prize winner is solely responsible for any taxes on the prize, if any. Winners may 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 prize is offered, except at the sole discretion of the Sponsor. No transfer of 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 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 Sweepstakes, Sponsor and Sweepstakes Entities reserve the right, at their discretion, to (a) disqualify any individual who is responsible or who tampers with the submission process, and (b) cancel, modify or terminate the Sweepstakes. Any person attempting to defraud or in any way tamper with the Sweepstakes will be disqualified. In the event of cancellation, Administrator will randomly award the prizes among all eligible, non-suspect entries received prior to cancellation. This Sweepstakes is offered only to eligible individuals (as stated in Section 1) 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 and Sweepstakes Entities 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, entrant consents 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 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 entrant and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, text messages, 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 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 January 2, 2024 to: 2023 Grandma's Cookies For a Year USG Sweepstakes Winners' List, PO Box 2334, Addison, TX 75001.

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

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

All snack related trademarks are owned by Frito-Lay North America, Inc. ©2023.