

**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 THE DISTRICT OF COLUMBIA AT THE TIME OF PARTICIPATION.**

**BON APPE-CHEETOS® COOKBOOK 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 ENTERING, ENTRANT 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 open only to legal residents of any of the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older (nineteen [19] or older for Alabama and Nebraska) at the time of entry. The following persons are not eligible to participate: Employees, contractors, directors, and officers of Frito-Lay, Inc. (“Sponsor”), its 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, “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 months during the twelve-month period preceding the start date of the Sweepstakes).

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 p.m. Central Time (“CT”) on November 13, 2020 and ends at 11:59:59 a.m. CT on November 26, 2020 (“Sweepstakes Period”). The Sweepstakes Period consists of three (3) entry periods (each an “Entry Period”) as defined below. The time clock of the Sponsor is the official clock for this Sweepstakes.

<b>Entry Period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Drawing Date</b>
1	11/13/20, 12:00:00 p.m. CT	11/15/20, 11:59:59 a.m. CT	11/16/20
2	11/19/20, 12:00:00 p.m. CT	11/21/20, 11:59:59 a.m. CT	11/23/20
3	11/24/20, 12:00:00 p.m. CT	11/26/20, 11:59:59 a.m. CT	11/30/20

**3. TO ENTER:** On each Start Date of each Entry Period, Cheetos (Brand Sponsor) will publish a post via Instagram inviting participants to enter the Sweepstakes in the following manner: log into your Instagram account (or create a free Instagram account if you do not have one) at [www.instagram.com](http://www.instagram.com) (the “Web Site”), post a photo to your Instagram account which shows your favorite meal or snack idea which can be better by adding Cheetos® snacks or Cheetle®, including the hashtags #BonAppeCheetos and #Entry, and tag @Cheetos (altogether, the “Entry”). Entries submitted will be deemed made by the authorized account holder of the Instagram account. The “authorized account holder” is defined as the natural person who is assigned an Instagram account by Instagram, or another organization which is responsible for assigning the associated Instagram account. The account holder’s profile must be public in order for Entry to be

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considered. Entrant must be a follower of @Cheetos on Instagram and have a public profile on the Instagram account used to enter in order to be contacted by Sponsor if he/she is selected as the potential winner. To follow @Cheetos on Instagram, visit [Instagram.com/CHEETOS](https://www.instagram.com/CHEETOS) (also the "Web Site") and click on the "Follow" button.

**Entries will not be judged. Limit one (1) entry per person/Instagram account per Entry Period.**

Use of multiple social media accounts or the manipulation of an entrant's contact information for the purpose of obtaining more than the stated number of entries is prohibited and such persons will be disqualified and all their Entries shall be deemed invalid.

All Entries must be received and recorded during the Sweepstakes Period. Both hashtags #BonAppCheetos and #Entry must be included for your Entry to be considered valid. By submitting an Entry, entrant agrees that his/her Entry conforms to the "Entry Guidelines" specified in Section 4.

Entries must comply with these Official Rules and the Instagram posting guidelines and terms and conditions, as applicable. In the event of a conflict between these Sweepstakes Official Rules and any Instagram posting guidelines or terms and conditions, these Sweepstakes Official Rules shall govern.

Multiple entrants may not share the same social media account. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the social media account associated with the winning Entry and/or an eligible entrant.

Data rates may apply if entering 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. Entrants are solely responsible for any such wireless charges.

Any additional content, including photos and/or copy, included in connection with an Entry shall constitute a part of entrant's Entry. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF SPONSOR'S DIGITAL AND SOCIAL ASSETS, AT SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such Entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration or notice to the entrant.

**4. ENTRY GUIDELINES: By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries. By submitting an Entry, you**

warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, (e) that you have obtained permission from a person whose name, likeness or image (if any) is used in the Entry, and (f) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third-party rights. Each entrant will indemnify and hold harmless, Sponsor and Promotion Parties from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos [other than Sponsor's]) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to administrator, upon request, prior to awarding of prize.

As determined by the Sponsor, in its sole discretion, Entries must meet the following guidelines: (a) Must comply with these Official Rules and any Terms of Service on the applicable Web Site; (b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, political, professional or age group, profane or pornographic, or contain nudity; (c) Cannot promote alcohol, marijuana, illegal drugs, tobacco, e-cigarettes, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) Cannot be obscene or offensive, endorse any form of hate or hate group; (e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about Sponsor, its customers or its products, or other people, products or companies; (g) Cannot contain trademarks, logos or trade dress owned by others (except Sponsor's trademarks, logos or trade dress), or advertise or promote any brand or product of any kind (except Sponsor's products), without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (h) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by Sponsor) without permission; (i) Cannot contain background artwork, unless it is an original work of the entrant; (j) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant, without permission; (k) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (l) Cannot depict, and cannot itself, be in violation of any law.

If you think that any Entry infringes your intellectual property rights, please follow the notification guidelines as stated herein. Frito Lay North America, Inc. investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). Frito-Lay's Designated Agent to receive notifications of claimed copyright infringement is: By Mail: Jeanette Zimmer, 7701 Legacy Drive, Mail Drop 3A-160F, Plano, Texas 75024. By Email: [Jeanette.zimmer@pepisco.com](mailto:Jeanette.zimmer@pepisco.com). Your notice of claimed infringement must include the following information: (a) A physical or electronic signature of a person

authorized to act on behalf of the copyright owner; (b) Identification of the copyrighted work claimed to have been infringed; (c) Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit us to locate the material; (d) Information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3). Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

**ENTRIES POSTED TO ANY OF SPONSOR'S WEB SITES OR SOCIAL MEDIA SITES (IF ANY) WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Sweepstakes entry requirements set forth herein in its reasonable discretion.**

**5. DRAWINGS:** Seventy-Five (75) winners will be selected in a random drawing for each Entry Period to be held on or about the Drawing Date stated in Rule #2 from among all eligible entries received for the corresponding Entry Period. Odds of winning depend upon the total number of eligible entries received by each entry deadline. Non-winning Entries will not carry forward to subsequent Entry Period drawings. All drawings will be conducted by an independent judging agency, whose decisions are final and binding in all matters relating to this Sweepstakes.

**6. PRIZE DETAILS:** Two Hundred Twenty-Five (225) prizes will be awarded (225 total; 75 per Entry Period), each consisting of one (1) Bon Appe-Cheetos®: A Holiday Cookbook by Chester & Friends. Approximate Retail Value ("ARV") of each prize: USD \$15. Total ARV of all prizes USD \$3,375.

**7. WINNER NOTIFICATION:** Potential winners will be notified by Sponsor (@CHEETOS) within two (2) business days of the applicable Drawing Date. Sponsor (@CHEETOS) will direct message potential winner and request potential winner's information to validate eligibility and collect fulfillment information. Information must be provided within forty-eight (48) hours of notification.

Potential winners must have a public profile on the social media account associated with the winning Entry in order to receive the notification or prize will be forfeited and an alternate winner selected (time permitting). Sponsor is not responsible for any change in entrant's email address, social media account, mailing address and/or telephone number. If attempted notification or prize is returned as undeliverable, if winner cannot be verified or if winner is otherwise unable to accept the prize as stated, or if winner is otherwise disqualified, prize may be forfeited.

**8. LIMITATIONS OF LIABILITY AND RELEASE: Incomplete, unintelligible or deceptive Entries are not eligible.** No liability or responsibility is assumed by Sponsor or Promotion Parties resulting from entrant's participation in or attempt to participate in the Sweepstakes or ability or inability to upload or download any information in connection with the Sweepstakes. No responsibility or liability is assumed by Sponsor or Promotion Parties 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, wireless or Internet connectivity or other online or network communication problems; errors or limitations of any Internet service 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 the Web Site; 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 a social media account used in connection with the Sweepstakes. Sponsor and Promotion Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the processing of Entries, the announcement of the prize or in any Sweepstakes-related materials. Use of a 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 or web-enabled device resulting from participation in the Sweepstakes. In the event of an identity dispute of an entrant, the Entry will be considered made by the authorized account holder of the social media account the Entry is submitted from at the time of entry. The "authorized account holder" is the person who is assigned to the Instagram account by the online service provider. 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.

**9. RELEASE OF LIABILITY:** By participating in the Sweepstakes, entrants agree (a) to release Sponsor, the Promotion Parties, Facebook, Inc., from any and all claims, damages or liabilities arising from or relating to such entrant's participation 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, recipients (a) agree that Sponsor, Promotion Parties, Facebook, Inc., 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 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 any prize, including travel thereto and (b) grant (and agree to confirm grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority, and each of their respective designees the right to use his/her name, photograph, likeness, voice, image, statements, biographical information, and Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) 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 or consideration, unless prohibited by law. Sponsor and Promotion Parties are not liable in the event that any portion of the Sweepstakes (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").

**10. GENERAL CONDITIONS:** Winner is solely responsible for any taxes on the prize and may receive an IRS Form 1099 for the value 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. Unclaimed prize 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 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 to (a) cancel, suspend and/or modify the Sweepstakes, or any part of it, and (b) disqualify any individual who is responsible for such action. If terminated, Sponsor may, in its sole discretion, determine the winner from among all eligible Entries received up to time of such action in a manner as determined by an independent judging agency. This Sweepstakes is offered only in the United States 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 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, entrants 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 Sweepstakes. Additionally, any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g. phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes. Winner's name may be included in a publicly available winner's list.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE A WEB SITE 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.

**11. WINNER'S LIST:** For the name of the winner, send a self-addressed, stamped envelope to be received by December 31, 2020 to: Bon Appe-Cheetos® Cookbook Sweepstakes Winner's List, 7701 Legacy Dr Plano TX 75024.

**12. SPONSOR:** Frito-Lay, Inc. 7701 Legacy Drive, Plano, TX 75024-4099. © 2020 Frito-Lay North America, Inc.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor and not to Instagram. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Instagram.