

FLAVOR-FILLED TRIP RETAILER SWEEPSTAKES (“SWEEPSTAKES”) OFFICIAL RULES

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND A LEGAL RESIDENT OF AN ELIGIBLE STATE (DEFINED BELOW) AT THE TIME OF ENTRY.

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, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.

PRIZES WILL BE AWARDED PER RETAIL ACCOUNT.

1. ELIGIBILITY: The Sweepstakes is open only to legal residents of AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY (each an “Eligible State”), 18 years of age (19 in AL and NE) or older at the time of entry. (See Appendix A at the bottom of these Official Rules for specific residency eligibility requirements by Retail Account.) The following persons are not eligible to participate: Employees, contractors, directors, and officers of Frito-Lay, Inc. (“Sponsor”), its parent, subsidiary and affiliated companies, participating retailers, 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 July 27, 2015 and ends at 11:59:59 p.m. CT on October 17, 2015 (“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). For both methods of entering, you will be required to indicate the Retail Account for which you are participating. A separate prize pool exists for each Retail Account. **See Appendix A at the bottom of these Official Rules for the Retail Account listing. In order to enter for a chance to win a particular Retail Account’s prize, you must reside in a state corresponding to such Retail Account.**

(a) ONLINE: During the Sweepstakes Period, visit www.LaysFlavorFilledTrip.com ("Web site"). You may also access the Web site by texting TRIP to CHIPS (24477). You will receive a reply text message from the Sponsor containing a link to the Web site. Click on the link to access the Web site. Upon accessing the Web site, upload a photo of your receipt (one receipt, a single transaction only) showing your purchase of one (1) or more of the four (4) Finalist Flavors (as determined from the LAY'S® Do Us A Flavor™ Tastes of America™ Contest which ended on March 30, 2015) to receive one (1) entry for each bag of a LAY'S® Finalist Flavor purchased into the random drawing corresponding to the Retail Account where you purchased the Finalist Flavor(s). If your receipt shows that you purchased all four (4) Finalists Flavors, you will receive four (4) initial entries and four (4) bonus entries into the random drawing corresponding to the Retail Account where you purchased the Finalist Flavors. Each receipt can only be submitted once. More than four (4) bags of LAY'S® Finalist Flavors or duplicate bags will not count towards your number of entries. Finalists Flavors are: (i) LAY'S® Southern Biscuits and Gravy Flavored Potato Chips, (ii) LAY'S® New York Reuben Flavored Potato Chips, (iii) LAY'S® Greektown Gyro Flavored Potato Chips, and (iv) LAY'S® West Coast Truffle Fries Flavored Potato Chips. **Limit five (5) receipt submissions per person.**

Should you choose to use your SMS-enabled mobile phone to access the Web site, you must have a mobile phone with text messaging capabilities and you may incur a standard text message charge 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. Message and data rates may apply. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. 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 whom entered online, entry will be considered made by the registered owner of the email address used for entering.

(b) MAIL-IN: To enter without sending a text or accessing the Web site, hand print your name, complete street address, daytime phone number, date of birth, and e-mail 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: Flavor-Filled Trip Retailer Sweepstakes, PO Box 652577, Dept. 876-738, El Paso, TX 88565-2577. You must hand print the name of the Retail Account where you learned about this Sweepstakes on the outside of the back of the envelope. You will receive eight (8) entries into the random drawing corresponding to the Retail Account where you learned about this Sweepstakes. Mail-in entries must be postmarked by October 17, 2015 and received by October 23, 2015. Limit eight (8) entries per stamped-outer envelope. No photocopied or mechanically reproduced entries accepted. Entries become property of Sponsor and will not be returned. **Limit five (5) mail-in entry submissions per person.**

Limit: Maximum forty (40) entries per person/email address/household, regardless of entry method.

4. RANDOM DRAWINGS: For each Retail Account (as described in Appendix A), one (1) winner will be selected in a random drawing to take place on or about October 27, 2015 from among all eligible entries received for that Retail Account by an independent judging organization whose decisions are final in all matters relating to this Sweepstakes. Odds of winning depend upon the number of eligible entries received per Retail Account. Limit one (1) prize per person/household.

5. PRIZE DETAILS: Prize (24 total; 1 per Retail Account): A trip for winner and winner's one (1) guest to winner's choice of one (1) of the following locations: New York City, NY; Chicago, IL; San Francisco, CA; or Charleston, SC. Trip consists of round-trip coach air transportation (from gateway city nearest winner's U.S. home); double-occupancy hotel accommodations for three (3) nights; ground transportation to/from hotel and airport; one (1) meal voucher or gift certificate to a restaurant in the destination city (specific meal [lunch or dinner] and restaurant determined by Sponsor in Sponsor's sole discretion) and \$500.00 spending money (awarded in the form of a check, payable to winner). Travel must be completed by August 31, 2016. Travel and accommodations are subject to availability and change. If winner resides within 250 miles of the destination city, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. Selection of airline and hotel are at Sponsor's sole discretion. All other expenses not specifically mentioned herein are solely the responsibility of winner and his/her guests, including but not limited to, meals, souvenirs, and gratuities. All travel is subject to availability and restrictions. Winner and guest must travel on the same itinerary. Any minor guest (under age of 18; 19 in AL or NE) must be accompanied at all times (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian who must be the winner. Guest (or his/her parent or legal guardian if minor) must complete and return a Liability/Travel Release prior to prize-award date. Sponsor assumes no responsibility for cancelled, delayed, suspended or rescheduled events (including airline flights) beyond its control. Winner and guest must have all necessary identification and/or travel documents (e.g. a valid U.S. driver's license) required for travel within the United States. Approximate Retail Value ("ARV"): \$4,500.00 each. Actual prize value depends on city/date/time of departure. Winners must accept prize as stated or prize may be forfeited and awarded to an alternate winner. Total ARV of all prizes: \$108,000.00. Any difference between a stated prize value and actual prize value will not be awarded to winner.

6. LIMITATIONS OF LIABILITY AND RELEASE: No responsibility is assumed by Sponsor for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail or entries. No liability or responsibility is assumed by Sponsor or Promotion Parties resulting from participant'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 the 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 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, 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 an email 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 uploading of entries, the announcement of the prizes or in 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 Sweepstakes.

7. WINNER NOTIFICATION: Winners will be notified by email at the email address provided within the registration. The email message will provide instructions on how to redeem your prize. Sponsor is not responsible for any change of email address of entrants. Sponsor is not responsible for suspended or discontinued Internet or wireless service which may result in a potential winner not receiving prize notification. Winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within seven (7) days of prize notification. If attempted prize notification or prize is returned as undeliverable, if winner cannot be contacted or verified, if documents are not returned as specified by Sponsor, if mail or prize is returned to Sponsor as undeliverable without a forwarding address, if winner is otherwise unable to accept the prize as stated, or if winner is otherwise disqualified, prize will be forfeited and may be awarded to an alternate winner.

8. RELEASE OF LIABILITY: By participating in the Sweepstakes, entrants release Sponsor and Promotion Parties 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 Sponsor and Promotion Parties 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 and (b) grant (and agree to confirm grant in writing promptly upon request) to Sponsor and those acting under 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 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 Sweepstakes is canceled due to weather, fire, strike,

acts of war or terrorism, or any other condition beyond their control (a “Force Majeure Event”).

9. GENERAL CONDITIONS: Each winner is solely responsible for any taxes on any prize, and will receive an IRS Form 1099 for the ARV of the prize. 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 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 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 Sweepstakes. In the event of cancellation, Sponsor will randomly award the prizes among all eligible, non-suspect entries received prior to cancellation. 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.

Frito-Lay's use of your personal information is subject to the Frito-Lay privacy policy, located at <http://www.fritolay.com/legal/privacy-policy>.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE 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 DILGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. WINNER'S LIST: For the names of the winners, send a self-addressed, stamped envelope to be received by November 30, 2015 to: Flavor-Filled Trip Retailer Sweepstakes Winner's List, PO Box 3000, Dept. 876-738, Young America, MN 55558-3000.

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

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APPENDIX A

Retail Account	Eligible States
AHOLD - Giant	DC, DE, MD, PA, VA, WV
AHOLD - Stop & Shop	CT, MA, NJ, NY, RI
Albertsons Acme	DE, MD, NJ, PA

Albertsons IM	CO, ID, MT, ND, NV, OR, UT, WA, WY
Albertsons Jewel	IA, IL, IN, WI
Albertsons Portland	OR
Albertsons Seattle	WA
Albertsons Shaws	DE, IA, IL, IN, MA, MD, ME, NH, NJ, PA, RI, VT, WI
Albertsons Southern/Tom Thumb	AR, LA, TX
Albertsons Southwest	AZ, CO, NM, NV, TX, UT
Albertsons United	TX, NM
Albertsons Vons/SoCal	CA
Bi-Lo/Winn Dixie	AL, FL, GA, LA, MS, NC, SC, TN
Food Lion	DE, GA, KY, MD, NC, PA, SC, TN, VA, WV
Giant Eagle	MD, OH, PA, WV
Hannaford	MA, ME, NH, NY, VT
Hy-Vee	IA, IL, KS, MN, MO, NE, SD, WI
Price Chopper	CT, MA, NH, NY, PA, VT
Roundy's (including Pick n Save, Metro Market, Copps, and Marianos)	IL, WI, MN
Safeway	AZ, CA, CO, DC, DE, MD, MT, NM, NV, OR, PA, TX, VA, WA, WY
Save Mart	CA, NV
Schnucks	IA, IL, IN, MO, WI
Stater Brothers	CA
Wakefern ShopRite	CT, DE, MD, NJ, NY, PA