

**CHEETOS PANTS 2025 PROMOTION
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE CHANCES. INTERNET ACCESS REQUIRED.
BY PLACING AN ORDER, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. PLEASE READ
THEM CAREFULLY BEFORE PLACING AN ORDER.**

ELIGIBILITY: Offer open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, excluding Alaska and Hawaii, who are at least eighteen (18) years of age and the age of majority in their state of residence (at least nineteen (19) in Alabama and Nebraska) at the time of entry. The following individuals are not eligible to enter or receive an Order: officers, directors, employees, representatives and agents of Frito-Lay, Inc. (the "Sponsor"), their respective parents, subsidiaries and affiliates and if applicable, their advertising or promotion agencies (including BBDO), program prize suppliers, any other companies engaged in the development, production, or distribution of materials for the promotion (the "Promotion Parties"), and members of their immediate families (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (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 Promotion).

PROMOTION PERIOD: Cheetos Pants 2025 Promotion ("Promotion") begins at 2:00 p.m. Central Time ("CT") on Monday, April 7, 2025, and ends once all available pants have been ordered or December 31, 2025, whichever is earlier (the "Promotion Period"). By placing an order ("Order"), each participant ("Participant") agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding on matters relating to this Promotion. The website server is the official clock for this Promotion.

HOW TO PARTICIPATE: Visit www.cheetospants.com -(the "Website") and complete the online registration form, to place your order for one pair of pants ("Order") in the Promotion. Seven-hundred total pair of pants are available in various sizes on a first-come, first-serve basis, while supplies last.

There is a limit of one (1) Order per person. Limit one (1) Order per household.

All Orders shall be deemed to be submitted by the authorized account holder of the email address used to register for the Promotion. "Authorized Account Holder" of an email is the natural person who is assigned to an email address by an Internet access or online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. You may only participate in the Promotion using an email address for which you are the Authorized Account Holder. By submitting an email address to enter the Promotion, you represent and warrant that you are the Authorized Account Holder. If a dispute arises regarding who submitted an Order, the Order will be deemed to be submitted by the Authorized Account Holder of the email address provided at time of registration. Standard data rates may apply if the Website is accessed via a mobile device, and Participants are solely responsible for any such charges.

For purposes of the Promotion, a Participant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Participants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that a Participant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that Participant's Orders (as defined above) associated with that household (determined by Sponsor and/or Administrator in its sole discretion) may be disqualified and any Order an Participant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any Participant attempting such use.

Participants using any other device or artifice to enter multiple times above the stated limit or as multiple Participants will be disqualified. Orders generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Proof of *submission is not proof* of receipt by Sponsor. By participating, Participants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Orders will be fulfilled for the first seven hundred (700) qualified Participants to successfully submit their Order. If fewer than seven hundred (700) qualified Participants, submit Orders, the total number of pants may be reduced in the Sponsor's sole discretion; Orders are available while supplies last, and the number of pants available for Orders will diminish as they are awarded.

If a Participant is not in compliance with these Official Rules, the Order will be forfeited, and Sponsor will have no further obligation to such Winner. The Sponsor reserves the right not to fulfill an Order in the event the Sponsor is unable to identify and confirm the address of a Participant.

ORDER TERMS AND CONDITIONS: Participants are responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s), or fees whatsoever in connection with the Order not specifically provided herein. In the event that, for reasons beyond their control and not related to the Participant, the Sponsor is unable to award any Order as described in these Official Rules (including if the designated Order should become unavailable for any reason), the Sponsor will not have any obligation towards the Participant. The Order is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. No compensation will be paid in lieu of an Order or in the event that the Order has been forfeited for any reason stated in these Official Rules. Sponsor and Promotion Parties shall not be held responsible for any delays in awarding any Order for any reason. By participating in this Promotion or submitting an entry, each Participant agrees: (i) to be bound by these Official Rules, including all entry requirements, (ii) to allow Sponsor to send program specific emails, and (iii) to release and hold the Sponsor and Promotion Parties harmless from and against any and all claims, injuries, damages, losses and liability that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Order or activity related to the receipt or use of any Order. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.

Orders will be mailed to the mailing address (no P.O. Boxes) provided at registration. Order will be shipped to the contiguous 48 United States and District of Columbia only (excluding Alaska and Hawaii). Prizes may take 10-12 weeks to arrive. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any Order. Participant shall bear all risk of loss or damage to the Order.

Sponsor and Promotion Parties are not responsible for any change of mailing address, email address, and/or telephone number of Participants. Orders that are unclaimed, unredeemed, or returned as undeliverable will not be awarded.

Taxes: Participants are solely responsible for any applicable federal, state, and local taxes, if any, on the Prize and may be issued an IRS Form 1099 in January of 2025 reporting the value of any Prize valued \$600 or over.

GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Promotion is not capable of running as planned for any reason, including without limitation, due 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 Promotion, 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 Promotion. In Sponsor's sole discretion, any portion of the Promotion is not capable of running as planned for any reason, or the integrity and/or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, health pandemic or epidemic, earthquake, explosion, extreme weather conditions, interruptions in air travel, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Promotion without any further obligation. In the event of cancellation, Sponsor may but is not obligated to giveaway the pants via other means or via similar means at a different date.

LIMITATIONS OF LIABILITY AND RELEASE: As a condition of entering, Participants agree to release the Sponsor, and Promotion Parties, (collectively, "Releasees") from any and all liability, loss, or damage incurred with respect to Participant's participation in the Promotion and the awarding, receipt, possession, and/or use or misuse of any Order. No liability or responsibility is assumed by the Releasees resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Promotion. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Participant or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of the entries. No responsibility or liability is assumed by the Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Promotion: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of any Website or Application in whole or in part for any reason; traffic congestion on the Internet or any Website or Application; unauthorized human or non-human intervention in the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Promotion. Sponsor is not responsible for any typographical errors in the announcement of the Order or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website or App. Use of any Website or Application is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Promotion, use of any Website or Application or the download of any information from a website or any other loss related to user's participation in the Promotion or receipt of any Order. 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.

BINDING ARBITRATION: The parties waive all rights to trial in any action or proceeding instituted in connection with these Rules, including, without limitation, the Promotion. 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 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 Promotion 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 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 does not apply and the dispute must be brought in a court of competent jurisdiction in 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 Participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. This Promotion 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. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS PROMOTION, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY ORDER AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT 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 EVERY PARTICIPANT.

PUBLICITY: Submission of an entry, including any Order notification documents ("Participant Data"), constitutes your consent for Sponsor to obtain, use, and transfer your Participant Data for Promotion administration purposes and shall be subject to the Frito-Lay Privacy Policy available at <https://contact.pepsico.com/fritolay/privacy-policy>.

GOVERNING LAW & JURISDICTION: 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 thereof. By entering, Participants consent to the jurisdiction and venue of the federal, state, and local courts located in Collin or Dallas counties, Texas for the resolution of all matters or proceedings which are not subject to arbitration as set forth in the Binding Arbitration clause of these Official Rules and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

CUSTOMER SERVICE AND WINNERS' LIST REQUEST: For questions on the Promotion, email support@pepsipromotionsupport.com or Rebecca.golden@bbdo.com

SPONSOR: Frito-Lay, Inc., 7701 Legacy Drive, Plano, Texas 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 Promotion.

ADMINISTRATOR: BBDO New York, 1285 Avenue of the Americas, STE 4, New York, NY 10019,

// End of Official Rules //