

## **DORITOS® and the NFL Online Instant Win Game Official Rules**

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AND LOCATED IN THE U.S. AT THE TIME OF ENTRY. VOID ELSEWHERE AND WHERE PROHIBITED BY LAW.**

**1. ELIGIBILITY:** DORITOS® and the NFL Online Instant Win Game (the "Game") is open only to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older and located in the U.S. at the time of entry. The following are not eligible: Employees of the NFL Entities (as defined below), employees, contractors, directors and officers of Pepsi-Cola Company ("Sponsor"), its parent, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Game (collectively, "Promotion Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse 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 Game).

**2. GAME PERIOD:** Game begins at 12:00 p.m. (noon) Central Time (CT) on October 6, 2008 and ends at 11:59 a.m. CT on December 1, 2008 (the "Game Period"). Sponsor's computer is the official time keeping device for this Game.

**3. TO PARTICIPATE:** Obtain a Promotion Code from advertisements posted on vending machines carrying DORITOS® brand products, available at participating locations during the Game Period. To participate in the Game, you must first register for free as a participant: Log on to [www.doritos-football.com](http://www.doritos-football.com) ("Website"), during the Game Period, and follow the on-screen instructions to properly complete and submit a registration form, or if you have already registered, enter your email address. For your registration to be valid, you must complete all required information and agree to the rules on the registration page. Upon submitting your Promotion Code, (a) the Website will immediately notify you as to whether or not you are a potential winner of an Instant-Win Prize (constitute a "Play"). You may also receive a free Promotion Code online without making a purchase by clicking on the Promotion Code request link on the Website. Limit one (1) Play/entry per person per day during the Game Period. Limit one prize per person/household. If you receive a winning Instant-Win Prize message, you win the stated prize (subject to verification) and will be immediately notified online. If you receive a non-winning Instant-Win Prize message, you are not a winner of an Instant-Win Prize. All Plays must be received and recorded by Sponsor during the Game Period. First and Second Place Prizes will be shipped within 12 weeks of prize notification. Making a DORITOS® brand purchase will not increase your chances of winning.

**4. PRIZES AND APPROXIMATE RETAIL VALUES:** One (1) Grand Prize: Winner and one (1) guest will receive a trip to the 2009 NFL Pro Bowl scheduled to take place in Honolulu, Hawaii. Trip includes round-trip coach air transportation (from major commercial airport nearest winner's U.S. residence, to be determined by Sponsor in Sponsor's sole discretion), standard hotel accommodations for four (4) nights, ground transportation to/from airport and to/from hotel to 2009 NFL Pro Bowl, two (2) tickets to

attend the 2009 NFL Pro Bowl, \$300 to be applied towards island activities, golf or spa, daily breakfast for winner and guest, two (2) tickets to attend a tailgate and luau and two (2) gift bags. Approximate Retail Value (ARV): \$5,383.00. Actual value of Prize depends on city, date and time of departure. Winner must be able to travel between February 4, 2009 and February 11, 2009 and accept prize as stated, or prize may be forfeited. Travel, accommodations and seating assignments are subject to change, and restrictions may apply. All meals, gratuities and other expenses incurred are solely the winner's responsibility. Winner and guest must travel on the same itinerary and have valid photo identification required for all travel. Five (5) First Prizes: Winner will receive one (1) autographed football. Ball will be signed by one of four Hall of Fame Players. Choices offered include Dan Marino, Jerry Rice, Troy Aikman or Barry Sanders. ARV \$300.00 each. Winner may request a specific player upon notification, however, Sponsor reserves the right to the final determination of prize awarded. Fifty-Six (56) Second Prizes: An NFL DVD. ARV \$20.00 each. Odds of winning depend upon the number of eligible entrants participating and the time in which they participate. Unclaimed Instant-Win Prizes will not be awarded. Total ARV of all prizes is: \$8,003.00. The difference between any stated prize value and actual prize value will not be awarded. No cash equivalent or substitution of a prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is allowed. 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. Taxes, if any, on prize are solely responsibility of the winner.

**5. GENERAL CONDITIONS:** By participating, participants (and their parent(s)/legal guardian(s) if participants are minors) agree to these Official Rules and Sponsor's Privacy Policy (available at [www.doritos-football.com](http://www.doritos-football.com)) which are final and binding in all respects. By accepting a prize, (a) recipient (and recipient's parent or legal guardian if recipient is a minor) agrees that Promotion Parties, participating retailers, 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 Game; from acceptance, possession, misuse or use of prize and (b) recipient (and recipient's parent/legal guardian if a recipient is a minor) grants (and agrees 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 World Wide Web without review, notification or approval, and additional compensation, unless prohibited by law. This Game is offered only in the United States and is governed by the laws of the state of Texas, with venue in Collin County, Texas, and all claims must be resolved in the federal or state courts of Collin County, Texas.

Winners (or winner's parent/legal guardian if a winner is a minor) may be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release and, where lawful, Publicity Release within fourteen (14) days after notification. If documents are not returned on a timely basis, or if any prize notification or prize is returned as non-deliverable, or if a winner is found ineligible or not in compliance with Official Rules, such prize will be forfeited and an alternate winner may be selected.

**6. LIMITATIONS OF LIABILITY:** No more than stated number of prizes will be awarded other than as set forth herein. In the event that production, seeding, printing, technological error, or fraud or other event beyond the control of Sponsor, or any other reasons, cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed in any prize category, Sponsor reserves right to award only the stated number of prizes. Screen shots shall not be considered valid proof of winning status. The NFL Entities (as defined below), the Promotion Parties and their respective subsidiaries, directors, officers, employees, advertising and promotion agencies ("Releasees") are not responsible for (a) lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered mail, Promotion Codes or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, printing and production of the Promotion Codes or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information; (b) any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Game, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Game or Website, to be acting in violation of the terms of the Website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Releasees are not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Game or downloading or copying materials from or use of Website. If, for any reason, Game, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Game, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Game and determine winners from eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. In case of dispute as to Plays submitted, the authorized subscriber of email account used to enter at actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be natural person who is assigned an email address by an ISP, or other organization that is responsible for assigning email addresses. It is solely the responsibility of the entrant participant to notify Sponsor in writing if the entrant participant changes his or her email address during the Game Period.

**CAUTION: ANY ATTEMPT BY A USER OR ENTRANT PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME 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 PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**7. WINNERS LIST:** For a copy of the Winners List, send a self-addressed, stamped envelope, to be received by December 31, 2008, to: DORITOS® and the NFL Online Instant Win Game Winners List, PO Box 753503, El Paso, TX 88575-3503.

**8. SPONSOR:** Pepsi-Cola Company, 700 Anderson Hill Rd, Purchase, NY 10577.

**9. THE NFL ENTITIES:** The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this sweepstakes in any way.

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