

**CRACKER JACK® SURPRISE INSIDE PROJECT CONTEST
OFFICIAL RULES**

NO PURCHASE NECESSARY. CONTEST OPEN TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING IN ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA WHO ARE 18 OR OLDER (19 IN AL AND NE, 21 in MS). VOID WHERE PROHIBITED.

1. **CONTEST PERIOD:** Cracker Jack® Surprise Inside Project Contest (the "Contest") is scheduled to begin at 12:00:00 AM Eastern Time ("ET") on June 26, 2014 and end at 11:59:59 PM ET on July 31, 2014 (the "Contest Period"). Entries, defined in Rule #2, will be judged after the end of the Contest Period and winners will be announced on or about August 15, 2014.
2. **HOW TO ENTER:** During the Entry Period, an eligible contestant ("Contestant") must log in to his/her Facebook account if he/she is not already logged in (if a contestant does not have a Facebook account, he/she can create one for free) and visit <https://www.facebook.com/CrackerJack> or www.crackerjack.com (collectively, "Page"). The Contestant must "Like" the Page if he/she does not already, and then enter his/her valid e-mail address. If it is the Contestant's first time entering the Contest, then he/she must first register for the Contest by providing the requested information on the registration form, including without limitation the Contestant's complete first and last name (initials are not permitted), valid e-mail address, complete street address (no P.O. Box), City, State, ZIP Code, telephone number, agreement to these Official Rules, and confirmation that the Contestant is at least 18 years of age or older (19 years of age or older in Alabama and Nebraska, 21 years of age or older in Mississippi).

After successfully registering, the Contestant must answer in 300 characters or less the following question: "How would you pull off a small, yet meaningful surprise for your family for \$20 or less?" (an "Entry") and click "Submit". The value of the surprise described in the Entry should not exceed \$20 and should be able to fit inside a custom 6x13 inch box of Cracker Jack® snacks (the "Entry Gift"). A Contestant will receive one (1) entry into the Contest for each eligible Entry complying with these Official Rules received during the Contest Entry Period.

Limit one (1) Entry per Contestant per day during the Contest Entry Period. A "day" for purposes of the Contest will run from 12:00:00 AM ET to 11:59:59 PM ET each calendar day during the Contest Period. All Entries must be received by July 31, 2014 at 11:59:59 PM ET and must conform to these Official Rules, including, but not limited to, the Contest Entry Guidelines and Content Restrictions, as defined in Rule #3 below (collectively, the "Guidelines and Restrictions"), to be eligible. The computer clock of Sponsor's webmaster is the official timekeeping device of the Contest. Normal Internet access and usage charges imposed by Contestant's Internet service provider will apply.

This Contest is in no way sponsored, endorsed or administrated by, or associated with, Facebook. Contestants agree to release Facebook from any and all liability associated with this Contest. Contestants understand that they are providing their information to the Sponsor and not to Facebook.

3. **CONTEST ENTRY GUIDELINES AND CONTENT RESTRICTIONS:** Each Entry:
 - Must be in English;
 - Must not exceed 300 characters;
 - Must be created solely by the Contestant, and may not be plagiarized, have been previously published or previously won a prize or award;
 - Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
 - Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyrights, trademarks or other intellectual property rights;
 - Must not disparage Sponsor, Administrator, or any other person or party affiliated with the Contest and administration of this Contest, or any of their respective products and/or brands;
 - Must not in any way, either visibly or otherwise, contain any brand names, logos or trademarks;

- Must not include personally identifiable information of any person other than Contestant;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the Entry is created.

4. **GENERAL ENTRY TERMS:** By submitting an Entry, Contestant hereby grants permission for the Entry to be posted on the Page or other website for public view. Entries generated by script, macro or other automated means are void. Sponsor and Contest Parties (as defined in Rule #10 of these Official Rules) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries – all of which will be void. In the event of a dispute as to any Entry, the authorized account holder (determined at time of the entry) of the e-mail address used to make the Entry will be deemed to be the Contestant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each Contestant may be required to show proof of being an authorized account holder. Sponsor reserves the right to disqualify any Contestant and/or Entry.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise 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 Entry, 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.

By accepting a prize, each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright, trademark and patent rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Each winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify a winning Entry, in its sole discretion. Upon request of Sponsor, a winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

5. **CONTEST WINNER SELECTION:** During the Judging Period, a panel comprised of employees of Sponsor's marketing agency (the "Judges") will review all eligible Entries received during the Entry Period. The Judges will score each eligible Entry according to the following equally-weighted criteria: (1) Creativity/Originality and (2) Contains element of "Family Fun" (the "Judging Criteria"). Using this Judging Criteria, the Judges will select the top two hundred (200) Contestants who submitted the highest-scoring Entries as potential winners. In the event of a tie, the Entry with the highest score in criterion (2), "Contains element of 'Family Fun'", will be declared a potential winner. All decisions of Judges and Sponsor are final and binding. During the Judging Phase no one will be allowed to submit an Entry. Winners are deemed potential winners, subject to verification of eligibility and compliance with these Official Rules.
6. **PRIZES (200):** Each winner will receive a 6x13 inch custom-branded Cracker Jack box which will include the Sponsor's interpretation of the winner's Entry Gift. The approximate retail value ("ARV") of each prize shall not exceed \$20. Sponsor reserves the right, in its sole discretion, to substitute an Entry

Gift to meet the \$20 limit. The actual value of a prize may vary based on the gift described in a winner's Entry Gift. Any difference between the stated ARV and actual value will not be awarded.

7. **ARV OF ALL PRIZES:** The ARV of all prizes available in the Contest is Four Thousand Dollars (\$4,000).
8. **HOW TO CLAIM A PRIZE:** Each potential winner will be contacted by e-mail at the e-mail address provided when registering for the Contest. Each potential winner is subject to verification of eligibility and compliance with these Official Rules. If a potential winner is found to be ineligible or not in compliance with these Official Rules, potential winner declines to accept the prize, or in the event a prize is returned as undeliverable, the prize will be forfeited and, in the Sponsor's sole discretion and time permitting, the prize may be awarded to the Contestant with the next-highest scoring Entry, according to the Judging Criteria set forth in Rule #5.

The prize will be mailed to each winner's address provided in the registration form. Allow up to 8 to 10 weeks for verification and delivery and shipment of prize after the end of the Contest Period.

9. **GENERAL PRIZE RESTRICTIONS AND LIMITATIONS:** Prizes are nontransferable and no prize substitution, exchange, or cash equivalent will be allowed, except by the Sponsor who reserves the right to substitute a prize of equal or greater value. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each winner is solely responsible for any and all federal, state, and local taxes imposed on prizes. The total number of prizes will not exceed the number of prizes as set forth in Rule #6, above. All prizes will be awarded provided there are a sufficient number of eligible winners. Prizes that are unclaimed, unredeemed or returned as undeliverable will not be awarded. Limit one (1) prize per person/household/e-mail address.
10. **ELIGIBILITY:** You must be a legal resident of the United States residing in one (1) of the fifty (50) United States or District of Columbia and 18 years of age or older (19 years of age or older in Alabama and Nebraska, 21 years of age or older in Mississippi) at the time of entry to be eligible to win. Employees of Frito-Lay, Inc., PepsiCo, Inc., Pepsi-Cola Company, Inc. and its bottlers, Prize Logic, LLC, Ketchum, and each of their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers, and advertising, promotional or judging agencies ("Sponsor and Contest Parties") and the immediate family members of such employees and/or persons living within the same household as such employees are not eligible to enter or win.
11. **GENERAL CONDITIONS:** Contest is governed by the laws of the United States. These Official Rules and their performance will be binding on Contestant and his/her heirs, administrators, executor, successors and assigns. The construction, validity, interpretation and enforceability of the Official Rules will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules. As a condition of participating in this Contest, Contestants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will Contestants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than Contestant's actual out-of-pocket expenses (e.g. costs associated with entering), and Contestants further waive all rights to have damages multiplied or increased. Any claim must be filed within one (1) year from the time the cause of action arose, or the cause of action shall be forever barred. Prize will be awarded and/or delivered only to an address within the United States and such address must be submitted by the winner when registering for the Contest. Unclaimed prizes will not be awarded. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Sponsor in its sole discretion. Void wherever prohibited or restricted by law. Each winner will be solely responsible for paying all applicable federal, state and local taxes on prizes. A Contestant is not a winner until his/her eligibility has been verified by Administrator in accordance with these Official Rules, and Contestant has fully complied with these Official Rules.

12. **CONDUCT:** By participating in this Contest, Contestants agree to be bound by these Official Rules and the decisions of Sponsor that shall be final and binding in all respects. These Official Rules are accessible from the Promotion throughout the Contest Period. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest or the Page; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY PAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
13. **LIMITATIONS OF LIABILITY:** Sponsor and Contest Parties and Facebook assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Page or any combination thereof, or; (e) any injury or damage to Contestant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.
14. **VERIFICATION:** All potential winning Entries are subject to verification at the sole discretion of Sponsor. Anti-fraud detection and other devices may be used to verify winners. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines in its sole discretion that the Contest is no longer capable of running as intended by these Official Rules for any reason whatsoever Sponsor may at its sole discretion cancel, suspend or modify the Contest in whole or in part. For example, if due to mechanical, programming, or other error more prizes are either made available and/or claimed than the number of prizes set forth in these Official Rules, then Sponsor may suspend prize awards for such prize and award any remaining unclaimed prizes (up to the total set forth in these Official Rules) in a random drawing from among all eligible prize claimants for that prize as determined by Sponsor. Any attempted form of participation in this Contest other than as described herein is void. If it is discovered that a person has registered or attempted to register more than once using multiple e-mail addresses or residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive.
15. **RELEASE OF LIABILITY:** All winners, by acceptance of a prize, agree to release Sponsor and Contest Parties and Facebook from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for and/or participating in and/or traveling to and/or from any prize-related activity, or any typographical or other error in the Official Rules or the offering and announcement of prizes. Sponsor and Contest Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Each winner shall bear all risk of loss or damage to prize after it has been delivered. Upon request, each winner must consent (and confirm such consent in writing) to the perpetual, worldwide use by Sponsor of his/her name, voice, statement, picture or other likeness without compensation, permission or

notification for promotional purposes in any and all media now known or hereafter devised as determined by Sponsor (as applicable), except for residents of TN and where prohibited by law.

16. **WINNERS LIST:** To request a list of the winners, send a self-addressed, stamped, business-sized envelope postmarked by September 29, 2014, Cracker Jack® Surprise Inside Project Contest, P.O. Box 251328, West Bloomfield, MI 48325.
17. **SPONSOR:** Frito-Lay, Inc. 7701 Legacy Dr., Plano, TX, 75024.
18. **ADMINISTRATOR:** Prize Logic, LLC, an independent judging organization, 25200 Telegraph Road, Suite 405, Southfield, MI 48033

For questions or support related issues, please contact our helpdesk by clicking [here](#) or calling 1 (866) 870-5543.

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