## ULTIMATE FANTASY DRAFT PARTY SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

# 1. Eligibility

Sweepstakes is offered only in the United States to legal residents of Pennsylvania, New Jersey, Delaware and Maryland who are eighteen (18) years of age or older as of the date of registration. Employees, officers, directors, agents and representatives of Philadelphia Eagles, LLC (the "Eagles"), Frito Lay, Inc. ("Frito Lay") and any of their respective agencies, owners, subsidiaries and affiliates, advertising and promotion agencies, wholesale distributors, and individual retail licensees or the immediate family (spouse, mother, father, sister, brother, daughter, son, grandson or granddaughter, regardless of where they live) or members of their same households (whether related or not) of each such individuals are not eligible to participate or win a prize. By entering, you agree to these Official Rules and the decisions of the Eagles (the judging organization), which are final and binding in all respects.

## 2. Sweepstakes Period

Sweepstakes period begins on July 15, 2019 at 12:00:00 p.m. Eastern Time (ET), and ends on August 17, 2019 at 11:59:59 p.m. ET (the "Sweepstakes Period"). Entry must be received during the Sweepstakes Period as set forth below. Sponsor's computer is the official timekeeping device for this Sweepstakes.

# 3. Entry

You may enter by going to <a href="http://fanpages.philadelphiaeagles.com/FritoLayFantasyDraft">http://fanpages.philadelphiaeagles.com/FritoLayFantasyDraft</a> and clicking on the icon to access the entry form during the Sweepstakes Period and entering your name, address (no P.O. Boxes accepted), e-mail address, daytime telephone number with area code, and confirming that you are 18 years of age or older and agreeing to the Official Rules. Upon completing the entry method, and subject to the conditions below, you will automatically be entered into the Sweepstakes. Proof of entry submission does not equate to proof of receipt. Entrants agree to be bound by the Official Rules.

LIMIT ONE ENTRY PER PERSON DURING SWEEPSTAKES PERIOD. If multiple entries are received, only the first entry will be entered into the Sweepstakes, and all other entries will be disregarded. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. 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. The potential winner(s) may be required to show proof of being the authorized account holder.

No responsibility is assumed for lost, late, incomplete, stolen, misdirected or illegible entry; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/Web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention. No mass entries or mechanically reproduced entries will be accepted. All entries become the exclusive property of the Eagles and will not be returned or acknowledged. Any attempts by an individual to access the website via a bot script or other brute-force attack will result in that IP address becoming ineligible. The Eagles will prosecute any fraudulent activities

to the fullest extent of the law. The Eagles reserve the right to suspend or terminate this Sweepstakes without notice if, in the Eagles' sole discretion, the Sweepstakes becomes infected or otherwise corrupted.

#### 4. Winner

One (1) Grand Prize winner, one (1) Second Place winner and one (1) Third Place winner will be selected randomly by the Eagles from all eligible on or about August 19, 2019. If after two (2) attempts, contact has not been made, any potential prize will be forfeited, and an alternate winner will be selected from the eligible entries received during the Sweepstakes Period. Fulfillment agent must speak with potential winner.

### 5. Prize/Odds

In accordance with these Official Rules, the Grand Prize Winner will have the opportunity to have one (1) Eagles Legend and one (1) Eagles Insider selected by the Eagles in its sole discretion, SWOOP and a Frito-Lay representative attend its fantasy football draft party (the "Party") on August 26, 2019 at Lincoln Financial Field, which will be filmed by the Eagles Network; one (1) draft kit; one (1) autographed Eagles Replica Jersey; and Frito-Lay products provided for the Party (approximate retail value: \$599). The Grand Prize Winner may invite a maximum of fourteen (14) guests to the Party. The Second Place winner will receive one (1) Autographed Replica Helmet (approximate retail value: \$190). The Third Place winner will receive one (1) Autographed Replica Football (approximate retail value: \$50). Odds of winning will be determined by the total number of eligible entries received during the Sweepstakes Period. No assignment, transfer or substitution of prize is permitted except by the Eagles in the event of prize unavailability. Taxes on or connected with the prize and the reporting consequences thereof are the sole and exclusive responsibility of winner.

#### 6. General Conditions

Winners may be required to execute and return an Affidavit of Eligibility within five (5) days of notification of the prize. Grand Prize Winner and his or her guests attending the Party will be required to complete and sign a Liability/Publicity Release within the same time period. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, may result in disqualification with an alternate winner selected. Where permitted by law, winner agrees to grant to the Eagles and Frito Lay the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness, and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Eagles and/or Frito Lay. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, the Eagles and/or Frito Lay may, in their sole discretion, bear such reasonable costs and expenses which the Eagles and/or Frito Lay, in their sole discretion, deems appropriate for winners or potential winners to appear for a presentation or other activity. Further, each winner and entrant agrees to release and hold harmless the Eagles, Eagles Stadium Operator, LLC, the National Football League ("NFL"), Frito Lay and their respective affiliates and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Sweepstakes related activity, or participation in this Sweepstakes. VOID WHERE

PROHIBITED BY LAW. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

# 7. Limitations of Liability

Neither the Eagles nor Frito Lay is responsible for any incorrect or inaccurate information, whether caused by Web site users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Web site. Neither of the Eagles nor Frito Lay is responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Web site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Eagles, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Eagles reserves the right at its sole discretion to cancel, terminate, modify or suspend the Internet portion of this Sweepstakes for any entry(ies) and select the winner from Internet entries. IN NO EVENT WILL THE EAGLES, EAGLES STADIUM OPERATOR, LLC, THE NFL, FRITO LAY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR ANY KIND, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND **USE INTERNET SITE** WWW.PHILADELPHIAEAGLES.COM DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS EXCLUSIONS.

### 8. Disputes

As a condition of participating in this Sweepstakes, entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the Commonwealth of Pennsylvania having competent jurisdiction, which Court shall apply the laws of the Commonwealth of Pennsylvania without regard for doctrines of conflict of law. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

### 9. Winners' Names

For the name of the Winners, send a **self-addressed** stamped envelope by September 6, 2019 to: Ultimate Fantasy Draft Party – Winners' Names c/o Corporate Services, One NovaCare Way, Philadelphia, PA 19145. The names of the Winners may also be posted in the Contests section of www.philadelphiaeagles.com.

Sponsors: Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024 and Philadelphia Eagles, LLC, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145.

# ABBREVIATED COPY:

## ULTIMATE FANTASY DRAFT PARTY SWEEPSTAKES

NO PURCHASE NECESSARY. Sweepstakes open to residents of PA, NJ, MD or DE, who are 18 years of age or older. Sweepstakes begins 7/15/19 and ends at 11:59:59 p.m. ET on 8/17/19. **Entry must be received by August 17, 2019.** Void where prohibited. Enter and Official Rules at <a href="http://fanpages.philadelphiaeagles.com/FritoLayFantasyDraft">http://fanpages.philadelphiaeagles.com/FritoLayFantasyDraft</a>.