

## 2013 Frito-Lay/Skylanders® Rattle Shake Instant-Win Game Official Rules

**THIS GAME IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. BY PARTICIPATING IN THE 2013 FRITO-LAY/SKYLANDERS RATTLE SHAKE INSTANT-WIN GAME (“GAME”), PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**1. ELIGIBILITY:** The Game is open only to legal residents of any of the 50 United States or D.C., who are 13 years of age or older at the time of participation. The following persons are not eligible to participate: Employees, contractors, directors and officers of Frito-Lay, Inc., 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 Game (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 Game).

**2. GAME PERIOD:** Game begins at 12:00:00 a.m. (midnight) Central Time (“CT”) on November 3, 2013 and ends at 11:59:59 p.m. CT on December 31, 2013 (“Game Period”). The computer of Sponsor's Web master is the official time-keeping device of the Game.

**3. HOW TO PLAY:** During the Game Period, purchase any specially-marked Frito-Lay Classic Mix or Flavor Mix variety pack (while supplies last) and look for the eleven (11) digit code on the front of the variety pack (each a “Game Code”). To obtain a Game Code without making a purchase, send a 3" x 5" card with your full name, address, city, state, zip code, date of birth, and email address to be received by December 20, 2013 to: 2013 Frito-Lay/Skylanders Rattle Shake Instant-Win Game Code Request, P.O. Box 760017, Dept. 882-702, El Paso, TX 88576-0017. **Game Codes will be emailed.** Limit one (1) free Game Code per request per stamped-outer envelope. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, stolen, postage-due or misdirected mail. During the Game Period, and upon obtaining a Game Code, visit [www.fritolayholiday.com](http://www.fritolayholiday.com) (“Web site”) and click on the icon, banner or text link to access the Game page. Follow the on-screen instructions to input your date of birth, email address, zip code and Game Code and then properly submit an online play to determine if you have won a prize (subject to verification) (a “Play”). If your computer screen displays a prize-winning message, you are a potential winner of a prize (subject to verification). If your computer screen displays a non-winning prize message, you are not a winner of a prize. Limit one (1) Play per Game Code. All participants must have a valid email address. In the event of an identity dispute, an online Play will be considered made by the registered owner of the email address used for the Play.

Randomly selected times, during the Game Period, will be chosen by the independent judging

organization (the "Judges"), and the first participant who completes a Play in accordance with these Official Rules (whose Play is properly received and recorded by administrator's computer(s) on or immediately after a randomly selected time during the Game Period) will win a prize (subject to verification). One (1) prize will be awarded for every fifteen (15) minute increment of the Game Period. All Plays must be properly received and recorded by Sponsor's computer within the Game Period in order to be eligible to win a prize. It is solely the responsibility of the participant to notify Sponsor in writing if the participant changes his or her email address during the Game Period.

Limit one (1) Play per day per person/email address. A "day" is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. CT and ending at the following 11:59:59 p.m. CT.

**4. PRIZE DETAILS/ODDS:** Prizes (5,664); one [1] awarded for every fifteen [15] minutes of the Game Period): One (1) *Skylanders*® Rattle Shake character. Approximate Retail Value ("ARV"): \$12.99 each. Winners must accept prize as stated by Sponsor or prize will be forfeited and awarded to an alternate potential winner. Odds of winning depend on the number of eligible Plays received and the time in which they are received. Total ARV of all prizes is \$73,575.36. Limit four (4) *Skylanders*® Rattle Shake character prizes per person/household.

**5. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor, Promotion Parties or Activision Publishing, Inc. ("Released Parties") resulting from participant's participation in or attempt to participate in the Game or ability or inability to upload or download any information in connection with the Game. No responsibility or liability is assumed by the Released Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Game: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or network communication problems; errors or limitations of any Internet or phone 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 phone network, Internet or the Web site; unauthorized human or non-human intervention of the operation of the Game, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Game, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Game. Released Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web site. Use of Web site is at user's own risk. Released 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 equipment resulting from participation in the Game.

By participating in the Game, participants (or participant's parent or legal guardian if participant is an eligible minor) release Released Parties from any and all claims, damages or liabilities arising from or relating to such participant's participation in the Game. By accepting a prize, recipient (or parent or legal guardian if participant is an eligible minor) (a) agrees that the Released 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 Sweepstakes; from acceptance, possession, misuse or use of prize and (b) 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 Internet without review, notification or approval, and additional compensation, unless prohibited by law. Released 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").

**6. DISCLAIMER:** Game Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Game Codes contain or are the result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Game Code is limited to replacement with a free randomly selected official Game Code, while supplies last. Game Codes may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules. All submitted Game Codes become property of Sponsor, and will not be returned. No more than stated number of prizes will be awarded. In the event that production, seeding, printing or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed, Sponsor reserves right to award only the stated number of prizes. Screen shots are not proof of winning status.

**7. GENERAL CONDITIONS:** Winners are solely responsible for any taxes on prizes, if any. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Any difference between the stated approximate retail value and the actual retail value will not be awarded. No transfer of prize is permitted. Unclaimed prizes will not be awarded. 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. If for any reason the Game is not capable of running as planned, including 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 Game, Sponsor reserves the right, at their sole discretion, to disqualify any individual who is responsible or who tampers with the Play process, and to cancel, modify or terminate the Game. In the event of cancellation, Sponsor will randomly award the prizes among all eligible, non-suspect Plays received prior to cancellation. This Game 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/privacy-policy.html>.

**LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE GAME 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.

**8. WINNER NOTIFICATION:** Potential winners will be notified instantly with a Prize Confirmation notice on screen during their online session at the Website with instructions on how to claim his/her prize (subject to verification and compliance with these Official Rules). Sponsor and Promotion Parties are not responsible for suspended or discontinued wireless or online service which may result in a potential winner not receiving initial prize notification. If prize is returned to Sponsor as undeliverable mail without a forwarding address, if winner cannot be contacted or verified, if winner is otherwise unable to accept the prize as stated, or if winner is otherwise disqualified, prize will be forfeited. Prizes won by an eligible participant who is a minor in his or her state of residence may be awarded to a minor's parent or legal guardian. Prizes will be shipped within 8-10 weeks of winner verification.

**9. WINNER'S LIST:** For a list of winners, send a self-addressed, stamped envelope to be received by January 31, 2014 to: 2013 Frito-Lay/Skylanders Rattle Shake Instant-Win Game Winner's List, PO Box 3000, Dept. 882-702, Young America, MN 55558-3000.

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

Activision Publishing, Inc. is not a sponsor of this Game. Activision's name and logo, and/or the "Skylanders" name, logo, and/or materials are used for purposes of promotion and/or prize description only and such use is not intended to suggest or imply Activision's participation, sponsorship, endorsement, or approval of this Game.

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