

**DORITOS® MOVIE MEGA PACK SWEEPSTAKES (“SWEEPSTAKES”)
OFFICIAL RULES**

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PLAY IN THE LIST OF ELIGIBLE STATES (DEFINED BELOW, INCLUDING THE DISTRICT OF COLUMBIA [“DC”]) ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANTS REPRESENT AND WARRANT THAT THEY ARE ELIGIBLE TO ENTER THIS SWEEPSTAKES AND ARE A LEGAL RESIDENT OF AN ELIGIBLE STATE (DEFINED BELOW) AT THE TIME OF ENTRY.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR (AS DEFINED BELOW), WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

PRIZES WILL BE AWARDED PER RETAIL ACCOUNT.

1. ELIGIBILITY: The Sweepstakes is open only to legal residents of AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, IA, ID, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, and WY (each an “Eligible State”), who are thirteen (13) years of age or older at the time of entry. (See Appendix A at the bottom of these Official Rules for specific residency eligibility requirements by “Retail Account”, as defined therein). The following persons are not eligible to participate: employees, contractors, directors, and officers of Frito-Lay, Inc. (“Sponsor”), Lions Gate Films Inc. (“Lions Gate”), Fandango Loyalty Solutions, LLC, and participating retailers, their respective parent, subsidiary and affiliated companies, distributors, web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, the “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 [3] months during the twelve [12] month period preceding the start date of this Sweepstakes). Lions Gate is not responsible for the collection, submission or processing of Plays (as defined below), the administration of the Sweepstakes, the selection of the winners or the fulfillment of prizes.

See Appendix A at the bottom of these Official Rules for the Retail Account listing. In order to enter for a particular Retail Account’s prize, you must reside in a state corresponding to such Retail Account.

2. SWEEPSTAKES TIMING: Sweepstakes begins at 12:01:00 a.m. (midnight) Central Time (“CT”) on October 19, 2014 and ends at 11:59:59 p.m. CT on November 22, 2014 (“Sweepstakes Period”). The time clock of the Sweepstakes administrator is the official clock for this Sweepstakes.

3. HOW TO PARTICIPATE: During the Sweepstakes Period, you may participate by one (1) of the following manners: **(a) TEXT MESSAGE:** Use your SMS-enabled mobile phone to text MOCKINGJAY to 24477 (CHIPS) to play for a chance to win an Instant-Win Prize (as defined below) (each, a “Play”). For each text message Play, you will be required to name your Retail Account to determine which Retail Account’s Instant-Win Prize you wish to submit a Play and to be entered into that Retail Account’s Grand Prize Drawing. **If you wish to opt out, text STOP to 24477. Text HELP to 24477 if you would like more information.** For each text message Play, you will receive approximately four (4) reply text messages about the Sweepstakes from the Sponsor. If you are a potential winner of an Instant-Win Prize, you will receive a prize-winning message (subject to verification). If you are not a potential winner of an Instant-Win Prize, you will receive a non-winning prize message. Participants must have a mobile phone with text messaging capabilities to play by text message and may incur a standard text message charge from their wireless service provider for each text message sent and received. Check with your wireless service provider for details on these and any other applicable charges. Message and data rates may apply. Participants are solely responsible for any such wireless charges. Not all wireless carriers will participate. The mobile phone that is used must be capable of sending and receiving text messages. Entrants should check their mobile phones’ features to see if they have that capability and check the mobile phone manual for specific use instructions; or **(b) ONLINE:** Go to www.doristicketoffer.com (“Web Site”), during the Sweepstakes Period, and follow the online instructions to select your Retail Account and then play for a chance to win an Instant-Win Prize (each, also a “Play”). If your computer screen displays a prize-winning message, you are a potential winner of an Instant-Win Prize (subject to verification). If your computer screen does not display a prize-winning message, you are not a winner of a prize.

During the Sweepstakes Period, winners will be chosen by Sponsor or its designee at randomly selected times for each Retail Account using randomization methods selected by Sponsor in its sole discretion. The first participant who completes a Play at the randomly selected time 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 Sweepstakes Period) will win an Instant-Win Prize (subject to verification). For each Play you will receive one (1) entry to win the Grand Prize (as defined below) drawing corresponding to the Retail Account for which you are playing. **Limit one (1) Play per day per person/phone number per Retail Account, regardless of entry method.** 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 with the exception of the first day which shall begin at 12:01:00 a.m. CT and end at the following 11:59:59 p.m. CT. All Plays must be properly received and recorded by Sponsor’s computer within the Sweepstakes Period in order to be eligible to win a prize. Plays will be deemed to have been submitted by the registered owner of the phone number or email address used to submit a Play (depending on method of participation). Sponsor and its agencies will not accept Plays that are late, incomplete, misdirected, unintelligible or lost. Use of any robotic, automatic, programmed or similar methods of Play will void all Plays (and subsequent entries into the Grand Prize drawing) and result in disqualification.

4. GRAND PRIZE DRAWING: For each Retail Account, one (1) Grand Prize winner will be selected in a random drawing to be held on or about November 25, 2014 from among all eligible entries received for the particular Retail Account. All drawings will be conducted by the Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion, whose decisions shall be final in all matters relating to this Sweepstakes.

5. WINNER NOTIFICATION: Any prize 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 who must sign and return all required documents, if any.

For Instant-Win Prizes: Potential winners will receive prize claim instructions via reply text message or online (depending on method of participation) at the time of receiving the prize-winning message (subject to verification and compliance with these Official Rules).

For Grand Prizes: If a randomly selected winner participated via text message, he/she will be required to respond to a phone call or text message (using the telephone number submitted at the time of entry) within seventy-two (72) hours in order for Sponsor or its designee to obtain potential winner's name and address or the Grand Prize will be forfeited and awarded to an alternate winner. If a randomly selected winner entered via the Web Site, he/she will be notified by email, using the email address provided at the time of entry. Grand Prize winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release within seven (7) days of prize notification as indicated on the Affidavit. Prizes will be shipped within eight to ten (8-10) weeks of winner verification. Sponsor is not responsible for suspended or discontinued wireless or land line service which may result in a potential winner not receiving an initial prize notification; nor is Sponsor responsible for any change in participant's email address or phone number (as applicable). If: (i) an attempted notification or a prize is returned as undeliverable, (ii) any required documents are not returned within the required number of days, (iii) a potential winner cannot be verified, or (iv) a potential winner is otherwise unable to accept the prize as stated, the applicable prize will be forfeited and may be awarded to an alternate winner, in Sponsor's sole discretion.

6. PRIZE DETAILS:

Grand Prizes (19 total; 1 per Retail Account): One (1) "Doritos® Movie Mega Pack" consisting of eight (8) Fandango Promo Codes; one (1) One Hundred Dollar (\$100) pre-paid debit card (subject to terms and conditions as set by issuer); eight (8) coupons each redeemable for a bag of Doritos® brand tortilla chips (11 oz. size bag or smaller); one (1) Hunger Games 4-Disc Collector's Edition Box Set; one (1) Hunger Games Trilogy Book Set; one (1) Blu-Ray Player; one (1) 42-inch TV; and select "The Hunger Games: Mockingjay – Part 1" merchandise (e.g., journal, bookmark, iPhone cover, ear buds, and bag clip). Approximate Retail Value ("ARV"): \$1,032 each.

Instant-Win Prizes (1,216 total; 64 per Retail Account): Two (2) Fandango Promo Codes; and two (2) coupons each redeemable for a bag of Doritos® brand tortilla chips (11 oz. size bag or smaller). ARV: \$30 each.

For Fandango Promo Code Prizes: Each Fandango Promo Code is redeemable for one (1) movie ticket, up to \$10 maximum value to see “The Hunger Games: Mockingjay – Part 1” only. Fandango Promo Code is good for one-time use only and expires on December 31, 2014, or sooner if the film is no longer in theaters. Only valid for purchases made at www.fandango.com or via the Fandango app for Fandango partner theaters in the U.S. and cannot be redeemed directly at any Fandango partner theater box office. Promo Code has no cash value, may not be combined with any other offers or promotions, will not be replaced if lost or stolen, and is not for resale; void if sold or exchanged. If movie ticket with Fandango’s convenience fee included is more than maximum value of the Fandango Promo Code, customer must pay the remaining balance with preferred method of payment. Any price difference between movie ticket purchased and maximum value of the Fandango Promo Code will not be refunded. Fandango Loyalty Solutions, LLC is not a sponsor or co-sponsor of this promotion. The redemption of Fandango Promo Code is subject to Fandango’s terms and conditions at www.fandango.com/termsfuse.aspx and www.fandango.com/PurchasePolicy.aspx.

Winners must accept the Grand Prizes and Instant-Win Prizes as stated by Sponsor or prize may be forfeited. Total ARV of all prizes is \$56,088. The ARVs stated above represent Sponsor’s good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. Any difference between stated ARV and actual value will not be awarded. Limit one (1) Grand Prize per person/household. Limit one (1) Instant-Win Prize per person/household. Odds of winning an Instant-Win Prize depend on the number of eligible Plays received and the order in which they are received per Retail Account. Odds of winning a Grand Prize depend on the total number of eligible entries received for the corresponding Retail Account.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or the Promotion Parties resulting from participant’s participation in or attempt to participate in this Sweepstakes or ability or inability to upload or download any information in connection with the Sweepstakes. No responsibility or liability is assumed by the Sponsor or the Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of this Sweepstakes: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or Internet connectivity or other online or network communication problems; errors or limitations of any Internet 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 Internet or Web Site; unauthorized human or non-human intervention of the operation of this Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of this Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of a social media account used in connection with the Sweepstakes. Sponsor is 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. Sponsor and Promotion 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 phone or computer equipment resulting from participation in this Sweepstakes.

8. RELEASE OF LIABILITY: By participating in this Sweepstakes, participants (or participant's parent or legal guardian if participant is an eligible minor) release Sponsor and the Promotion Parties from any and all claims, damages or liabilities arising from or relating to such participant's participation in this Sweepstakes. By accepting a prize, recipients (or recipient's parent or legal guardian if participant is an eligible minor) (a) agree that the Sponsor and the Promotion Parties will have no liability whatsoever for, and shall be held harmless by winner against, any and all 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 this Sweepstakes and from acceptance, possession, misuse or use of any prize or any element thereof; and (b) grant (and agree 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. Sponsor is not liable in the event that any portion of this Sweepstakes or a prize is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). 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.

9. GENERAL CONDITIONS: Winners are solely responsible for any taxes on the prize. Grand Prize winners will receive an IRS Form 1099 for the ARV of the prize. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. 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 this Sweepstakes 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 this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the operation of the Sweepstakes, and to cancel, modify or terminate this Sweepstakes. In the event of cancellation, Sponsor will randomly award the remaining prizes among all eligible, non-suspect Plays received prior to cancellation. This Sweepstakes 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.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Please see Sponsor's privacy policy located at <http://www.fritolay.com/privacy-policy.html> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. Sponsor may share your information with Lions Gate, which will use such information in accordance with its own independent privacy policy, located at <http://www.lionsgate.com/corporate/privacy/>.

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

10. WINNER'S LIST: For the names of the winners, send a self-addressed, stamped envelope to be received by December 2, 2014 to: Doritos Movie Mega Pack Sweepstakes Winner's List, PO Box 3000, Dept. 876-723, Young America, MN 55558-3000. These Official Rules will be posted on the Web Site during the Sweepstakes Period.

11. SPONSOR: Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024-4099.
ADMINISTRATOR: Young America, LLC, 717 Faxon Road, Norwood Young America, MN 55397.

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APPENDIX A

Retail Account	Eligible States
Affiliated Foods	CO, IA, IL, KS, MI, MN, MO, NE, SD, and WI
Ahold Giant	DE, DC, MD, PA, VA, and WV
Albertsons – California Region	CA
Albertsons – Mountain Region	CO, ID, MT, ND, NV, OR, UT, WA, and WY
Albertsons – Southwest Region	AZ, NM, NV (Las Vegas), and TX
Associated Grocery	AR, IA, KS, MO, and NE
BI-LO	GA, NC, SC, and TN
Fareway	IA, IL, MN, and NE
Giant Eagle	MD, NY, OH, PA, and WV
H-E-B	TX

Hy-Vee	IA, IL, KS, MN, MO, NE, SD, and WI
Price Chopper	CT, MA, NH, NY, PA, and VT
SaveMart	CA, NV
Schnucks	IA, IL, IN, MO and WI
Shaws	DE, IA, IL, IN, MA, MD, ME, NH, NJ, PA, RI, VT, and WI
Stater Bros.	CA
Stop & Shop	CT, MA, NJ, NY, and RI
Weis	MD, NJ, NY, PA, and WV
Winn-Dixie	AL, FL, GA, LA, and MS