

To download a bag image of DORITOS DINAMITA® rolled tortilla chips, please [click here](#).

To Contact Us about this Contest, please use the link at the end of this document.

DORITOS DINAMITA® MODEL SEARCH CONTEST OFFICIAL RULES (the “Rules”)

THE FOLLOWING CONTEST IS INTENDED FOR PARTICIPATION IN CANADA ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO CANADIAN LAW. DO NOT ENTER THIS CONTEST UNLESS YOU ARE A RESIDENT OF CANADA WHO IS 16 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND/OR ITS INDEPENDENT JUDGING AGENCY, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. **ELIGIBILITY:** The DORITOS DINAMITA® Model Search Contest (the “**Contest**”) is open to residents of Canada, who are 16 years of age or older at the time of entry. You are **not** eligible to participate if you are: (a) an employee, officer, director, representative or agent of PepsiCo Canada ULC (the “**Sponsor**”), its parent, subsidiaries, related or affiliated companies or, if applicable, any of their respective advertising or promotion agencies, or any other company or individual engaged in the provision of goods or services related to this Contest (collectively, the “**Contest Parties**”); (b) a member of the immediate family (spouse, parent, child, sibling, grandparent, and/or “step”) whether related through blood, marriage, common law, civil union or adoption, regardless of where they live) or household (whether related or not), of any of the above individuals.
2. **CONTEST PERIOD:** The Contest begins at 12:00 PM (noon) Eastern Time (ET) on October 5, 2020 and ends at 11:59:59 PM (ET) November 1, 2020 (the “**Contest Period**”).
3. **HOW TO ENTER:** In order to enter the Contest, participants must have a valid Instagram and/or TikTok account (each a “**Social Account**”). Creating a Social Account is free, but is subject to the applicable terms and conditions of each platform (<https://help.instagram.com/581066165581870> / <https://www.tiktok.com/legal/terms-of-use?lang=en>). **Posting on Instagram and/or TikTok require(s) a mobile device. If your mobile device uses your wireless carrier’s network, standard data charges from your wireless carrier may apply.** If you post through Instagram or through TikTok, your account setting on the Social Account used to enter this Contest must be set to “public” for your posts or videos to be viewable by Sponsor. Posts or videos that are not public will not qualify as entries.

During the Contest Period, you can enter through two (2) platforms, as outlined below:

(i) Via Instagram:

- A. Through an Instagram Post: Post a unique still image or video of you showing us your “hot and spicy personality” by modelling a bag of DORITOS DINAMITA® rolled tortilla chips (or download the bag image at https://www.doritos.ca/modelsearch/Doritos_Dinamita_NPN.png) along with the hashtag #dinamitapose and tagging @DoritosCA. Hashtag and @DoritosCA must be included within the original Instagram post’s caption.

Instagram posts where the hashtags are included in a comment to post instead of the caption will not be deemed entries.

OR

- B. Through an Instagram DM: Send a DM to @DORITOSCA with a unique still image or video uploaded from your mobile phone’s camera roll of you showing us your “hot and spicy personality” by modelling a bag of DORITOS DINAMITA® rolled tortilla chips (or download the bag image at https://www.doritos.ca/modelsearch/Doritos_Dinamita_NPN.png).

(collectively, the “**Instagram Submission**”).

Only one (1) unique entry per person per day is permitted through the Instagram platform. Potential winners will be contacted via direct message. Please ensure to check your message requests, as @DoritosCA may not follow you.

(ii) Via TikTok: Post a unique 15 second or less video of you showing us your “hot and spicy personality” by modelling a bag of DORITOS DINAMITA® rolled tortilla chips (or download the GIPHY image at <https://giphy.com/stickers/doritoscanada-dinamita-dinamitamodel-doritos-yp2j594gvk0mwejzxsx>) along with the hashtag #dinamitapose and tagging @DoritosCanada.(the “**TikTok Submission**”).

Only one (1) unique entry per person per day is permitted through the TikTok platform. Potential winners will be contacted via comment. Please ensure to check your notifications, as @DoritosCanada may not follow you.

Your Social Account post(s) and included content will hereafter be referred to as your “**Submission**”. Your Submission must comply with these Rules and the Submission Guidelines, Permissions and Content Restrictions in Rule 4 below. Any Submission that, in Sponsor’s sole and absolute discretion, violates these Rules or the Submission Guidelines and Content Restrictions in Rule 4 may be disqualified.

An individual can only use a maximum of one (1) Social Account per social platform to participate in this Contest. Each Submission should be unique and should not be submitted more than once. There is a limit of unique one (1) Submission (individually, a “Submission”, and collectively, “Submissions”) per person per Social Account per day, regardless of method of entry. For purposes of these Rules, a “day” is defined as 12:00 am ET through 11:59:59 pm ET of the same day; except for the first day during the Promotion Period which will begin at 12:00 pm ET and end at 11:59:59 pm ET.

No other form of participation is valid other than as stated above. Multiple participants may not share the same email address. A potential winner may be requested to provide the Sponsor with proof that he/she is the authorized account holder of the email address or Social Account associated with the winning account and/or an eligible participant. Participants may not register/enter with multiple Social Accounts, nor may participants use any other device to register/enter under multiple identities. Any participant who attempts to enter with multiple Social Accounts or Social Accounts under multiple identities will be disqualified and forfeits any prize won, in the Sponsor’s sole discretion.

In the event of a dispute over the identity of an entrant, the Submission will be considered made by the Registered Owner (as defined in below) of the Social Account used for entry. “**Registered Owner**” is defined as the natural person who is assigned a Social Account by an on-line service provider.

From time to time during the Contest, the Sponsor may feature Submissions in Sponsor’s social media pages and channels, in Sponsor’s sole discretion. Being selected as a featured Submission is unrelated to the Judging Criteria (defined in Rule 5) and does not guarantee selection as a potential winner in the Contest nor does it entitle the featured Submission to any compensation or prize.

NO PURCHASE NECESSARY. Although a mobile device and a valid Social Account are required in order to participate in the Contest, no purchase is required. To participate without product purchase, download the DORITOS DINAMITA® bag image at https://www.doritos.ca/modelsearch/Doritos_Dinamita_NPN.png or download the GIPHY image at <https://giphy.com/stickers/DoritosCanada-dinamita-dinamitamodel-doritos-YP2J594gvk0mwEjzsX> and use the image to submit your entry as provided above.

4. **SUBMISSION GUIDELINES AND CONTENT RESTRICTIONS:** Each Submission must meet the requirements set out below.

(i) Guidelines:

- (a) Submissions must meet the format and size requirements applicable to the Social Account used to enter; and
- (b) Submissions on the TikTok platform may only include audio provided through the Hashtag Challenge page.
- (c) All Submissions must remain live on the applicable platform until December 31, 2020.

(ii) Content Restrictions:

- (a) Except for the audio provided through the Hashtag Challenge page on TikTok, if applicable, Submissions must be an original work, created solely by the owner of the Social Account, and over which such owner has all necessary rights, title and interest, including copyright;

- (b) Submissions must include a bag or a bag image of DORITOS DINAMITA® rolled tortilla chips (download a bag image at https://www.doritos.ca/modelsearch/Doritos_Dinamita_NPN.png or the GIPHY image at <https://giphy.com/stickers/DoritosCanada-dinamita-dinamitamodel-doritos-YP2J594gvK0mwEjzsX>);
- (c) Submission must not contain or make any reference to any branded food or beverage product other than DORITOS DINAMITA® rolled tortilla chips;
- (d) Submission must be received and recorded during the Contest Period. The Sponsor's designated agent is the official timekeeper for this Contest;
- (e) Submission must be primarily in English and/or French;
- (f) Submission must not defame, misrepresent or contain disparaging remarks about the Sponsor or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by the Sponsor in its sole discretion;
- (g) Submission must be suitable for family audiences, including without limitation for display and publication on packaging and national television, as determined by the Sponsor in its sole discretion. Without limitation, Submissions and usernames shall not contain any content that is or contains: the promotion of unlawful behaviour, political in nature, profanity, nudity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable;
- (h) Submission must not contain any other individuals, and where a minor creates a Submission that may be selected as a potential winner, permission of their parent or legal guardian must be provided as a condition of winning any prize;
- (i) Submission must not contain any content that is, or contain any content promoting: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by the Sponsor in its sole discretion;
- (j) Submission must not promote alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing) any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- (k) Submission must comply with the Terms of Use and other contracts and policies governing the Instagram platform (<https://help.instagram.com/581066165581870>) or the TikTok platform (<https://www.tiktok.com/legal/terms-of-use?lang=en>);
- (l) Submission must be from an identifiable source. The entrant must not create a false identity, or impersonate any person or entity, or falsely state or otherwise misrepresent an affiliation with any person or entity.
- (m) Submission must not be prohibited for use by applicable laws or guidelines;
- (n) Submission must be consistent with Sponsor's image;
- (o) Submission must have been created specifically for this Contest, and have not been previously published, or entered into, or received any awards in, any other contest or competition;
- (p) Submission must not infringe on the intellectual property or other rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; and
- (q) Submission must comply with these Rules.

The items identified above in (a) through (q) are collectively referred to as "**Submission Conditions**".

The Sponsor reserves the right to review any Submission at any time during the Contest Period for compliance with these Rules and the Submission Conditions set out above and to take such action as it deems appropriate, including disqualifying any Submission or entrant in the Sponsor's sole discretion. Any such review shall not relieve entrants from responsibility for compliance with these Submission Conditions and Rules.

By entering, you agree as follows: (i) you acknowledge that your Submission may be posted on the Sponsor's social media channels and pages, in the Sponsor's sole discretion, although the Sponsor has no obligation to use or post any Submission you submit; (ii) you have the right and authority to, and do hereby, grant to the Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to produce, reproduce, encode, store, copy, transmit, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse, exhibit, publish, post, adapt, create derivative works from, commercialize, trade-mark, copyright and or otherwise use without limitation all or any part of the Submission in any manner and media whether now known or hereafter devised; (iii) you waive any and all moral rights that you may have in and to the Submission; and (iv) you agree to release and hold harmless the Contest Parties from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action that relates in any way to the Sponsor's use of the Submission and/or your participation in this Contest.

By submitting a Submission, you warrant and represent that it: (i) except for the audio made available through the Hashtag Challenge page on TikTok, if applicable, is an original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright (excluding content provided by the Sponsor, if applicable); (ii) has not been previously published; (iii) has not received previous awards; (iv) does not infringe upon the intellectual property or other rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; and (v) that publication of the Submission via various media, including without limitation publicly on the Internet, will not infringe the rights of any third party. Entrant agrees to indemnify and hold the Sponsor and the Contest Parties harmless from any claims to the contrary.

5. **CONTEST JUDGING:** Throughout the Contest Period, the Submissions received will each be judged by the Sponsor and/or the Sponsor's designated agent (the "**Judging Panel**") based on the criteria below to determine its score (the "**Initial Judging Score**"):

- Creativity & Originality –60%
- Consistency with DORITOS DINAMITA® hot & spicy personality messaging – 40%

(the above list is collectively the "**Judging Criteria**").

By November 9, 2020, the ten (10) Instagram Submissions and the ten (10) TikTok Submissions that received the highest Initial Judging Score at the end of the Contest Period will be re-judged by the Judging Panel (which may or may not include the same individuals that first judged the Submissions) according to the Judging Criteria. The Initial Judging Score will not be carried forward into this final judging round (the "**Final Judging Round**"). The two (2) entrants from among the Instagram Submissions and the one (1) entrant from among the TikTok Submissions whose Submissions receive the highest Score will be eligible to win a Prize (as defined below). Odds of being selected to be a potential winner will depend on the number of Submissions received on each of Instagram and TikTok as well as the skill shown in the Submission as judged in accordance with the Judging Criteria above. In the event of a tie, the tie will be broken based on the Creativity and Originality score.

6. **PRIZE DETAILS:** There are a total of three (3) prizes available to be won – two (2) for among all Instagram Submissions and one (1) from among the TikTok Submissions. Each prize consists of the following:

- \$1,000 "modelling contract" (to be awarded in the form of a cheque) plus a full day photo shoot (max 8 hours);
- Round trip economy class air transportation for two (2) people (winner and guest) from the major airport closest to winner's place of residence in Canada to Toronto, Ontario in January, 2021 (airport, carrier and airline ticket class selected at the sole and absolute discretion of the Sponsor);
- Ground transportation to/from airport and hotel in Toronto
- One (1) standard room double occupancy hotel accommodation in Toronto for two (2) nights; and
- Spending money in the amount of \$200 CAD for winner (or their parent / legal guardian, if winner is a minor) only

The approximate retail value of the prize is \$4,365 CAD (collectively, the "**Prize**"), based on a Vancouver, BC departure. The actual retail value will vary depending on the point of departure.

IMPORTANT NOTES:

- In the event that a confirmed winner resides within 300 kilometres Toronto, ON (as determined by the Sponsor in its sole discretion), the Sponsor will determine, in its sole and absolute discretion, whether or not the Prize will include airline travel, another form of transportation to and from Toronto, Ontario, or reimbursement for certain incurred fuel costs. All decisions of the Sponsor in this regard will be final and binding without right of appeal.

- In the event that some or all of the Prize cannot be awarded as describe above for any reason (including but not limited to travel restrictions due to the current COVID-19 pandemic), in the Sponsor's sole discretion, an alternate Prize may be awarded, which may include the hiring of a photographer local to winner to conduct the photo shoot without travel to Toronto.

Additional Prize Conditions: The difference between the approximate retail value and actual retail value, if any, will not be awarded. Prize winner and his/her guest are responsible for all other expenses not specifically mentioned herein, including, without limitation, ground transportation to and from departure airport, meals, gratuities, taxes, travel documents, telephone calls, in-room movies, mini-bar expenses, room service, medical and travel insurance, excess baggage costs, optional tours, airport departure taxes, duties, all personal expenses and all other expenses not specified herein. A valid credit or debit card will be required upon check-in. **Prize winner's guest must be a resident of Canada. If Prize winner is a minor, minor's parent or legal guardian will be required to accept the Prize and sign the declaration of compliance and release of liability on minor's behalf. Minors participating in a Prize (as either a winner or guest) must travel with, and be accompanied at all times by, an adult who is either (i) the minor's parent or legal guardian, or (ii) an individual authorized by all parents(s)/legal guardian(s) of the minor. One (1) traveller must be at least twenty-one (21) years of age.** Prize winner and his/her guest must travel together on the same itinerary. Transportation and accommodations are subject to availability, airline and government restrictions and regulations, hotel, airline, airport or other restrictions. Prize winner and his/her guest are responsible for obtaining all required medical and travel-related necessities (including vaccinations) and documentation, which may include a valid passport. If Prize winner does not have proper travel documentation or any required permission(s) to travel, or does otherwise not accept or participate in any portion of the Prize for any reason whatsoever (including reasons beyond the control of Prize winner such as inclement weather delaying or cancelling a portion of the trip), then that portion of the Prize is forfeited by Prize winner (and his/her guest), and the Sponsor shall have no further obligation or liability to Prize winner with respect to the forfeited portion of Prize. **It is recommended that Prize winner and his/her guest obtain sufficient personal travel insurance (including emergency medical) prior to departure.** Prize winner and his/her guest are responsible for transportation to and from the departure airport. The Sponsor shall not be held liable if travel is impeded or refused by reason of decisions of any governmental authorities (foreign or domestic), or other airline or airport authorities. Prize winner and his/her guest (or parent/legal guardian of any minor winner or guest) must sign and return the Sponsor's form of Release (as defined below) prior to the Prize being ticketed. No responsibility is assumed by the Sponsor if any element(s) of Prize are cancelled, delayed, suspended or rescheduled after ticketing of the Prize for any reason whatsoever beyond its control. If, for any reason, any element of the Prize does not occur, that portion of the Prize will be forfeited without additional compensation and the remainder of the Prize will be awarded. The Contest Parties shall not be liable for injury, loss, or damage of any kind, resulting from the acceptance, use or misuse of the Prize, travel related thereto or otherwise from participation in the Contest. Prize will be delivered to the winner's address as provided to the Sponsor. Deliveries will not be made to PO Box addresses. The Sponsor will work with the Prize winners to determine departure date, which will be within the month of January, 2021. Once travel plans are made, they may only be changed at discretion of the Sponsor. No responsibility is assumed by the Contest Parties for any postal mail or courier delivery returned as undeliverable without a forwarding address. No responsibility is assumed by the Contest Parties for Prize after shipping.

Prize winners acknowledge that the Contest Parties have not made or are not in any manner responsible or liable for any warranty, condition, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

Winners must accept prize as awarded by the Sponsor or prize will be forfeited and awarded to an alternate entrant, at the Sponsor's sole discretion. Prizes cannot be transferred or substituted, except at the Sponsor's sole discretion. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, the Sponsor reserves the right to substitute prize with another prize of equal or greater value.

7. **NOTIFICATION:** If you are selected as eligible to win a, you will be notified by direct message (for Instagram) or comment (for TikTok) within three (3) business days following selection (the "**Prize Notification**"). In order to be declared a Prize winner, a potential winner must:
 - a) respond to the direct message from the Sponsor's designated agent within three (3) business days of the Prize Notification;
 - b) sign (or, if a minor, have their parent/legal guardian sign) and return a Declaration, Release and Assignment (the "**Release Form**") confirming compliance with these Rules and releasing the Contest Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of any prize or any portion thereof to the Sponsor's designated agent by fax or email within three (3) business days of receipt;
 - c) **keep strictly confidential until May 1, 2021** or, if notified by the Sponsor in writing, another date and time during

- the Contest Period, the fact that entrant has been selected as a Prize winner in the Contest; and
- d) furnish proof of identification, in the form of a drivers' license or other form of government-issued photo identification.

If the Sponsor is unable to reach the selected entrant within the time given, attempted notification is returned as undeliverable, selected entrant defames, misrepresents or makes disparaging remarks about the Sponsor or any of its products, or communicates messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by the Sponsor in its sole discretion, or if selected entrant fails to: (i) return to the Sponsor a duly completed Release Form by the required deadline; (ii) accept the Prize as awarded; (iii) keep the entrant's selection as a potential Prize winner and other information about the Contest strictly confidential until permitted by the Sponsor; or, (iv) otherwise comply with these Rules, the selected entrant may be disqualified and the next highest scoring entrant may be selected who will be subject to disqualification in the same manner, at the Sponsor's sole discretion and provided sufficient time remains. Should a winner make any false statement(s) to the Sponsor, or is otherwise found to have engaged in conduct contrary to these Rules, the Winner may be required to promptly return to the Sponsor his/her prize.

The Sponsor is not responsible for suspended or discontinued wireless or Internet service which may result in a potential Prize winner not receiving an initial prize notification. If (i) an attempted notification is returned as undeliverable, (ii) a potential Prize winner cannot be verified, or (iii) a potential Prize winner is otherwise unable to accept the prize as stated, the applicable prize may be forfeited, in the Sponsor's sole discretion. If any prize is returned as undeliverable, prize will be forfeited and the Sponsor shall have no further liability to award that prize.

8. **ADDITIONAL CONDITIONS OF PARTICIPATION:** By participating in this Contest, each entrant accepts and agrees to these Rules and all decisions of the Sponsor, which shall be final and legally binding on the entrant in all matters relating to this Contest including, without limitation, eligibility and/or disqualification of entries. No responsibility is assumed by the Contest Parties for any inability for a potential entrant to successfully enter for any reason. The Contest Parties are not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete entries. Proof of transmission (e.g. screenshots) does not constitute proof of receipt by the Sponsor. By submitting an entry to this Contest, entrants confirm their compliance with these Rules, confirm their consent to being contacted by the Sponsor's designated agents should they be selected as a potential winner (as provided in Rule 7), and release the Contest Parties from all liability or responsibility for any claim arising in connection with entrant's acceptance, use or misuse of the prize or otherwise from such entrant's participation in this Contest. By entering this Contest, each entrant and winner acknowledges and agrees that the Contest Parties disclaim any implied warranty.
9. **DISPUTES:**
- (a) **RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- (b) **RESIDENTS OF CANADA, EXCLUDING QUEBEC:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws in effect in the Province of Ontario without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.
10. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by the Sponsor or the Contest Parties resulting from entrant's participation in or attempt to participate in the Contest, ability or inability to upload or download any information in connection with the Contest, or from the disruption of third party services such as mail delivery. No responsibility or liability is assumed by the Sponsor or the Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet 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 Instagram or TikTok in whole or in part for any reason; traffic congestion on the Internet or Instagram or TikTok; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The Sponsor and the Contest Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing of votes or Entries, the judging of Entries, the announcement of the prizes or in any Contest-related materials. Use of Instagram or TikTok is at user's own risk. The Sponsor and the Contest 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 or video equipment resulting from participation in the Contest.

By participating in the Contest, entrants agree: (i) to release the Sponsor and the Contest Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Contest, including any claim that any of the Sponsor's future products is similar to, based upon, or infringes on the entrant's Entry; (ii) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

By accepting any prize, recipient agrees that the Sponsor, the Contest 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 Contest or from the acceptance, possession, misuse or use of any prize. The Sponsor and the Contest Parties are not liable in the event that any portion of the Contest is canceled due to weather, fire, labour disruption, acts of war or terrorism, or any other condition beyond their control.

11. Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of this promotion, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any prizes won.
12. Entries generated (or suspected to have been generated) by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.
13. The Sponsor may, at its sole discretion and without liability, terminate the Contest in whole or in part, without notice, or modify or suspend the Contest at any time, subject to the approval of the Régie des alcools, des courses et des jeux with respect to the province of Quebec, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Rules.
14. The Contest Parties are not responsible for (and reserves the right, in its sole discretion, to correct) typographical or other errors in the offer or administration of this Contest, including but not limited to, errors in advertising, the Rules, the selection and announcement of winners, distribution of the prizes or technical malfunctions of telephone network lines, computer online systems, servers or providers, computer equipment or software, viruses, bugs, failure of personal computers and/or software and hardware configurations, or failure of any email to be received by the Sponsor or a participant for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof. The Contest Parties are not responsible for damage to a user's system occasioned by participation in this Contest or downloading any information necessary to participate in this Contest. The Contest Parties do not warrant that access to or use of the Contest will be uninterrupted or error-free.
15. This Contest is subject to all applicable federal, provincial, territorial and municipal laws. Void where prohibited.
16. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario. The Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
17. In the event of any discrepancy or inconsistency between the terms and conditions of these English language Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the declaration of compliance and release of liability, and/or point of sale, print or online advertising; the terms and conditions of these English language Rules shall prevail, govern and control.
18. **PERSONAL INFORMATION AND PUBLICITY RIGHTS:** Unless entrants otherwise indicate, the personal information collected, used and disclosed by the Sponsor about entrants in the course of this Contest will be used by the Sponsor

for the administration of the Contest and prize fulfillment. The Contest page is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. For further information about Sponsor's privacy practices, please see the Sponsor's Privacy Policy at <http://www.pepsico.ca/>.

By participating in this Contest or accepting a prize, you agree to the Sponsor's use of your name, city/province/territory of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity the Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice.

Have a question about this Contest?

Please reach out to our Consumer Relations team via <http://www.doritos.ca/contact-us>.