

Terms & Conditions

Full Terms and Conditions

FritoLay Year End Campaign 2023 (“**Promo**”) is organized by DKSH Singapore Pte Ltd (“**Organizer**”). By participating in this Promo, participants acknowledge that they have read, understood, and unconditionally agree to comply with and abide by these Terms and Conditions. The decisions of the Organizer for all matters relating to the Promo shall be final and binding in all respects.

A. ELIGIBILITY

1. This promotion is open to Singapore citizens, permanent residents, valid work permit holders, aged 18 years old and above .
2. Any employees of the Organizer, (or any of its group undertakings, distributors and its agencies who are directly connected with the creation and administration of this Promo), and immediate families (spouses, and parents, siblings, children and each of their spouses and household members) are excluded from entering this Promo.
3. Please note that while we want to encourage you to participate and enjoy the benefits of the Promo we believe in responsible consumption of our products. Please do not purchase more product than you can reasonably use or consume just to participate in this Promo.
- 4.

B. DURATION

1. Lay’s Year End Campaign 2023 Promo Period: The Promo Period begins on 1 NOVEMBER 2023 at 12:00 A.M. and ends on 31 DECEMBER 2023 at 11:59 P.M, or while stocks lasts (“**Promo Period**”).

The Organizer’s computer will be the official clock of the Promo. Any entries received before or after any respective Promo Period will not be valid and will not be entered into this Promo.

C. HOW TO PARTICIPATE

1. Purchase \$15 worth of FRITO-LAY products in a single receipt (“**Proof of Purchase**”) in selected participating retailers during the Promo Period.

Participating retailers are FairPrice; Cold Storage; Giant; Sheng Siong; Mustafa, Meidi-Ya, Isetan; SPC; Cheers; Caltex; 7-Eleven; Shell; Prime; Haomart; Redmart; Shopee; Pandamart; One Supermarket; Nice Minimart; Cheng Hua s’mart; San Chung; Da you department; Toh Eng Lee; Assert; Zone; Heng Eng Paper Pte Ltd; Chop Seng Heng; Mega Store and Kim Eng.

2. Submit your receipt(s) online at <https://laysbrandpromo.com> to participate in our virtual spin the wheel draw (“**Draw**”). Each receipt number can only participate once. Prizes won will be shown instantly on the website. Upon verification of valid purchase, winners will be contacted within 5 working days to inform them of their win. In the event the potential winner does not respond to the initial contact within 7 working days, the organizer reserve the right to disqualify the winner. If a winner is disqualified, the Organizer reserves the right to return the Prize to the Promotion Prize pool which may be won by another participant during the Promo Period. If the Promo Period has

Terms & Conditions

closed, the Organizer reserves the right to add the Prize into a further prize draw as outlined in clause 9.

- Completed details submitted from 00.00 a.m. to 11.59 p.m. of the same day shall be counted as Day 1.
- All winners can win more than one prize of which the prizes list are shown in Section D, 1 below. Each entry will be verified, and all winners will be contacted within 5 working days after Day 1 on redemption instructions as shown in Section D.

Participants will be required to keep the receipt as Proof of Purchase.

- Participating Products are as follows:

No.	PRODUCT LIST	Pack sizes
1	Lay's Classic	28.3g & 50g & 77.9g & 170g
2	Lay's BBQ	28.3g & 50g & 77.9g & 170g
3	Lay's Sour Cream & Onion	28.3g & 50g & 77.9g & 170g
4	Lay's Cheddar Sour Cream	170g
5	Lay's Wavy Cheese	50g
6	Lay's Salt & Vinegar	170g
7	Lay's Truffle	170g
8	Lay's Nori Seaweed	50g & 170g
9	Lay's Maxx Flaming Spicy	170g
10	Lay's Maxx Hot Wings	170g
11	Lay's Salted Egg	50g & 170g
12	Rold Gold Pretzel Thins	283.5g
13	Ruffles Regular	28.3g & 170g
14	Ruffles Sour Cream & Onion	170g
15	Ruffles Cheddar Sour Cream	170g
16	Ruffles Chicken	184.2g
17	Doritos Nacho Cheese	31.8g & 65g & 92.1g & 190g
18	Doritos Taco	190g
19	Doritos BBQ	65g & 190g

Terms & Conditions

20	Doritos Spicy Nacho Cheese	65g & 190g
21	Doritos Cool Ranch	190g
22	Lay's Stax Original	135g
23	Lay's Stax Sour Cream & Onion	135g
24	Lay's Stax BBQ	135g
25	Lay's Stax Extra Cheese	135g
26	Lay's Stax Spicy Lobster	135g
27	Lay's Stax Truffle	130g
28	Lay's Stax Tom Yum	130g
29	Tostitos RSTC	283.5g
30	Tostitos Medium Salsa	439.4g
31	Tostitos Con Queso	425.2g
32	Tostitos Habanero Salsa	439.4g
33	Tostitos Spinach Dip	425.2g
34	Red Rock Deli Honey Soy Chicken	165g
35	Red Rock Deli Lime & Pepper	165g
36	Red Rock Deli Sweet Chili and Sour Cream	165g
37	Red Rock Deli Sea Salt	165g
38	Red Rock Deli Sea Salt & Balsamic Vinegar	165g
39	Cheetos Crunchy	60g & 95g & 215g
40	Cheetos Flamin' Hot	215g
41	Cheetos Crunchy Jalapeno	215g
42	Cheetos Puff	60g & 220g
43	Variety Pack Bold	25.4oz
44	Variety Pack Classic	27.5oz
45	Lay's Hot Chili Squid	50g
46	Lay's Extra BBQ	50g
47	Lay's Hot & Spicy	50g
48	Smith's Original	90g

Terms & Conditions

49	Smith's Cheese & Onion	90g
50	Smith's BBQ	90g
51	Smith's Salt & Vinegar	90g
52	Popcorners Sweet & Salty	142g
53	Popcorners White Cheddar	142g
54	Popcorners Sweet Chili	142g
55	Lay's Tomato Ketchup	170g
56	Lay's Chili Lime	170g
57	Lay's Spicy	170g
58	Lay's Kumamoto Seaweed	580g
59	Ruffles Crunchy Chicken	580g

5. Internet access, a unique valid email address, and other expenses in relation to the participation shall be borne by the participant at own expense.

D. PRIZES

1. The Prizes are as follows:

"Prize" or "Prizes"	No. of winners
iPhone 15 Pro	4
Apple Watch SE	2
Chicha San Chen digital voucher	1,500

Remark: All Prizes will be allocated at random, winners will not have a choice of which Prize they win.

CHICHA San Chen Digital Voucher

- Entitles the holder to the redemption of either one (1) cup of Tea with Honey OR Tea with Cream.
- Additional toppings and No Ice options available with a topup of \$1 and \$0.50 respectively.
- Only applicable for in-store purchases.
- Gift card must be presented and applied before payment is made.
- Not applicable with other offers, promotions and/or discounts.
- Applicable for all outlets islandwide except Jewel Changi outlet.

Terms & Conditions

2. All Prizes are tax-free, non-transferrable and non-convertible to cash. The picture of Prizes depicted on the press ads/posters/digital materials etc. are only representative and actual Prizes may vary from depictions.
3. All potential winners must go through the verification process to be conducted by the fulfilment agency and must submit relevant documents as requested by the Organizer/Promo's requirements before he or she can be awarded the Prize. All decisions made by the Organizer shall be deemed final.
4. Verification process and requirements:
 - a. Potential winners will receive a verification phone call from an authorized representative. Potential winners will be asked to send a clear image of the winning receipt showing the receipt number used to enter the Promo.
 - b. Other details submitted by the winner, including, but not limited to, signed copies valid identification card or passport, written consent from legal guardian/custodian (if needed), email account, will be validated by a representative of the Organizer.
 - c. All prizes will be collected by the winners upon complete verification.
5. The Organizer reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity, age, place of residence and social media presence) and reserves the right, in its sole discretion, to disqualify any individual who the Organizer has reason to believe has breached any of these Terms and Conditions, tampered with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promo. Errors and omissions may be accepted at the Organizer's discretion. Failure by Organizer to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Participants must complete their details using their legal name stated on valid identification card or passport. Organizer reserves the right to disqualify any participant who uses multiple names or email addresses and to require them to return any Prize they may have won. Organizer will verify the eligibility of participants. Organizer will require such information as it considers reasonably necessary for this purpose and a Prize may be withheld unless and until the Organizer is satisfied with the verification.
6. Promo Winner Selection: During the Promo Period "winning moments" (days, hours, minutes, seconds) will be randomly allocated throughout, and have been verified by an independent verification service. Completed details submitted from 00.00 a.m. to 11.59 p.m. of the same day shall be counted as Day 1.
7. Prizes Fulfilment: Where Winners have won a prize, the Organizer will endeavour to fulfil these Prizes by 28th February 2024. If for any reason a Prize or Prizes cannot be fulfilled within this timeframe, the Organizer will contact the winners who will be given the choice of either waiting for their winning Prize or accepting a specified alternative Prize which will be of equal value.

Terms & Conditions

- For Winners winning an iPhone or an Apple Watch SE, will be contacted via telephone call and/or email on the collection date and pick up venue by which the Winners shall collect their prize by 28th February 2024.
 - For Winners winning CHICHA San Chen digital giftcard, will be contacted via telephone call and/or email on their personal link to the digital giftcard.
8. . In the event that a Winner of any Prize is not contacted on their Prize collection within 5 working days after Day 1, the Winner will have a further 30 days from participation date to inform the Organizer by emailing hello@levelupdigital.sg. In the event that the winner does not inform the Organizer within this time frame, the Organizer will reserve the right to not reissue the Prize at their sole discretion.
9. Following the end of the Promo Period, in the event of any unclaimed or un-won Prizes, the Organizer reserves the right to conduct a random draw for all non-winning participants from the initial round. As this depends wholly on what Prizes will be given out during the initial round of the Promo, the number of Prizes that may be awarded by this second route is unknown. Any winner via this route will be notified via telephone call and/or email by 31st January 2024. Failure to respond in this manner may result in the winner being disqualified and Prize will not be given out.

E. LIABILITY & RESPONSIBILITY

1. In the event that the Promo is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Organizer which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promo, the Organizer reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions and to cancel, modify or suspend the Promo or invalidate any affected entries.
2. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Organizer does not guarantee continuous or secure access to the Promo web entry page.
3. Organizer together with any associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promo or accepting or using a Prize, except for any liability which cannot be excluded by law.
4. An entry must be made directly by the individual entering the Promo via their unique email address. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full will be disqualified and will be not be counted. If it becomes apparent that an participant is using a computer(s) to

Terms & Conditions

circumvent this condition by, for example, the use of ‘script’, ‘brute force’, masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant’s entries into the Promo in a way that is not consistent with the rules of the Promo, that participant’s entries will be disqualified and any Prize awarded will be withdrawn.

5. The Organizer will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions. If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Organizer.
6. The Organizer may refuse to award a Prize in the event of any participant’s fraud, dishonesty, breach or non-entitlement under these Terms & Conditions or seek recovery of its value if a Prize has been awarded.
7. Any and all personal data provided by you in connection with this Promo will be used solely by the Organizer (or its appointed agents) to: (i) assist with running the Promo; and/or (ii) conduct analytics to improve the Organizer’s promotions, products or services. The Organizer (or its appointed agents) will not contact you for reasons other than this Promo unless you have provided your express consent. All personal data will be handled in accordance with the Organizer’s privacy policies, available at: <https://laysbrandpromo.com>
8. If any provisions of these Terms & Conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
9. By entering this Promo, you will be deemed to have agreed to be bound by these Terms & Conditions.

In the event of a discrepancy between these Terms & Conditions and the details in any promotional material, the details in the Terms & Conditions will prevail.

10. By entering the Promo, each participant agrees:
 - a. to be bound by these Terms & Conditions and by all applicable laws and by the decisions of Organizer which shall be binding and final;
 - b. to waive any rights to claim ambiguity with respect to these Terms & Conditions
 - c. to waive all his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promo; and
 - d. That all personal details submitted by each user must be accurate, complete and are subject to provision of proof upon request of the Organizer. Any inaccurate or incomplete information found in a submission will result in disqualification of the user
 - e. That the Organizer has the sole discretion to disqualify any photograph or screenshot which may be obscene, profane, lewd, defamatory, threatening, harassing, libelous, deceptive, invasive of another’s privacy, offensive or inappropriate in any manner whatsoever

Terms & Conditions

- f. That the Organizer reserve the right to change/modify terms and conditions and/or criteria of the Promo and/or the Prize for the Promo and/or the duration/timing of the Promo, at any time at their own discretion and without any prior notice and without assigning any reason
- g. To grant the Organizer irrevocable consent in perpetuity to the use his/her and/or persons involved's name, photographs, video submitted and/or taken during the Prize distribution in connection with the Promo, in any and all applications including but not limited to advertising, commercials, promotion, stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers **and** magazines at any time without the Participants' further knowledge or consent
- h. Organizer shall not be responsible for any complaints regarding the quality of the prize. The manufacturer shall continue to be liable for the prizes, wherever applicable.
- i. To forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with:
 - i. the violation of any third-party privacy, personal, publicity or proprietary rights;
 - ii. typographical or printing errors in these Official Rules or any Promo materials;
 - iii. acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof);
 - iv. any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond the Released Parties control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi- governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Terms & Conditions Rules;
 - v. any interruptions in or postponement, cancellation or modification of the Promo;
 - vi. human error;
 - vii. incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof);
 - viii. any technical malfunctions or unavailability of the Page or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Participant;

Terms & Conditions

- ix. interruption or inability to access the Promo, the Page or any other Promo-related websites or any online service via the Internet due to hardware or software compatibility problems;
 - x. any damage to participant's (or any third person's) equipment used to access the Promo and/or its contents related to or resulting from any part of the Promo;
 - xi. any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions;
 - xii. any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries;
 - xiii. any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties;
 - xiv. lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof);
 - xv. the negligence or willful misconduct by Participant; and/or
 - xvi. violation on any rule, regulation, law regarding Covid-19 prevention and safety.
- j. Warranty: Without limiting the foregoing, everything regarding this Promo, including the Page and a Promo Prize and/or all Prize component(s), are 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 purpose or non-infringement.
11. **DISPUTES:** Except where prohibited, participants agree that: a) any and all disputes, claims and causes of action arising out of or connected with this Promo or any Prize awarded shall be resolved individually, without resort to any form of class action; b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promo, but in no event attorneys' fees; and c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Participants agree that the statute of limitations for asserting any claims shall be a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.
12. **PRIVACY POLICY:** Any personally identifiable information collected during an participant's participation in the Promo will be collected by the Organizer or its designee and used by Organizer's, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of Promo as described in these Terms & Conditions and in accordance with the Privacy Policy as stated at <https://laysbrandpromo.com>
13. **WINNER WAIVER OF CLAIMS:** By accepting a Promo Prize, a winner agrees to voluntarily waive, release and relinquish any and all claims, damages, losses, expenses, remedies, demands, debts, obligations, causes of action and/or claims for relief (collectively "**Claims**") that a winner may have against the Released Parties and agrees to discharge, to indemnify and hold harmless the Released Parties from all Claims arising out of or relating to the Promo and/or a Promo Prize, including but not limited to Claims for bodily injury, personal injury, emotional distress, property damage, or death and/or dismemberment (collectively "**Damages**")

Terms & Conditions

occurring to a winner or others. In addition, by accepting a Prize, a winner agrees to be responsible to research the details about a Prize including any inherent dangers associated with a Prize and as a result agrees to accept personal responsibility for any such dangers and any resulting Damages.

CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, THE PAGE, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMO IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.