



## Wendy's Menu Evaluation Sweepstakes Official Rules

**No Purchase Necessary to Enter or Win. A Purchase Will Not Improve Your Chances of Winning.**

**Sweepstakes Time Period:** The Wendy's Menu Evaluation Sweepstakes (the "Sweepstakes") shall begin 12:00:01 AM, Eastern Time ("ET"), January 1, 2021 and end 11:59:59 PM, ET, December 31, 2021 (such period, the "Sweepstakes Period").

**Sponsor:** The Sweepstakes is sponsored by The Wendy's Company, One Dave Thomas Boulevard, Dublin, OH 43017 (the "Sponsor").

**Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding without limitations, Puerto Rico, other US territories and possessions, and where prohibited by law), who are 18 years of age or older at the time of entry ("Entrants"). Employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of the same household of Sponsor, their respective parent companies, subsidiaries, and anyone connected with the production or distribution of the survey or the Sweepstakes ("Sweepstakes Entities"), as these designations might apply, are not eligible to enter or be awarded a prize.

**How to Enter:** There are two ways to enter the Sweepstakes:

**Method #1 Online Menu Evaluation Invite:** Consumers who receive an online menu evaluation invitation must follow the instructions to complete the menu evaluation and/or to be entered into the sweepstakes (each an "entry" or "entries"). Entry must be filled out completely with name, address, city, state, zip code, age, area code, phone number and email. By participating in the Sweepstakes, you agree to be bound by these Official Rules. It is the entrant's responsibility to provide a valid email address. "Authorized User" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the Authorized User of the designated email account. Online entries must be made by an individual from a stand-alone computer and may not be made by proxy or any electronic/automated means such as script, bot, macro or any other similar software or program. Entrants may not enter with multiple email and/or multiple identities nor may entrants use any other device or artifice to obtain more than the maximum number of entries.

**Method #2 Mail-In:** Mail a postcard, including your name, complete address, email address and phone number to: Wendy's Menu Evaluation Sweepstakes", PO Box 16470, Rochester, NY 14616. Each postcard must be postmarked by the Entry Period End Date, and received by the date indicated in the chart below, to be eligible for that Survey Period drawing. Entries that do not contain all the information requested or oversized entries, copies and other mechanical reproductions are not permitted for mail-in entries and will be disqualified from drawings. Sponsor is not responsible for illegible, lost, late, misdirected, postage due,

damaged or incomplete entries. Proof of mailing an entry is not proof of receipt. All entries made in violation of these rules will be deleted.

**Survey Periods:** There are twelve (12) Survey Periods as defined in the chart below ("Survey Period"). Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.

Survey Period	Entry Period Start Date: 12:00:00 AM ET on	Entry Period End Date: 11:59:59 PM ET	Mail-In Entry Received By Date:	Survey Period Drawing Date: on or about
1	01/01/21	01/31/21	02/08/21	02/10/21
2	02/01/21	02/28/21	03/08/21	03/10/21
3	03/01/21	03/31/21	04/07/21	04/12/21
4	04/01/21	04/30/21	05/07/21	05/10/21
5	05/01/21	05/31/21	06/07/21	06/10/21
6	06/01/21	06/30/21	07/07/21	07/12/21
7	07/01/21	07/31/21	08/07/21	08/10/21
8	08/01/21	08/31/21	09/07/21	09/10/21
9	09/01/21	09/30/21	10/07/21	10/11/21
10	10/01/21	10/31/21	11/08/21	11/10/21
11	11/01/21	11/30/21	12/07/21	12/10/21
12	12/01/21	12/31/21	01/07/22	01/10/22

**Winner Selection:** Winners will be selected in a series of random drawings on or about the drawing date indicated in the chart above, from among all eligible entries received within the corresponding Entry Period, conducted by an independent judging agency whose decisions are final and binding. The winner will be notified by mail, email or phone and will be requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified. Return of any prize notification or prize as undeliverable will result in disqualification and selection of an alternate winner

**Prize/Prize Approximate Retail Value ("ARV")/Odds: PRIZE:** Twelve (12) Grand Prizes: Each period one (1) Grand Prize period winner will receive \$500 cash (ARV \$500 each). Total value of all prizes is \$6,000. Prize is not transferable. A prize will be awarded provided it is claimed properly according to these rules. The winner acknowledges that Sponsor and all other Sweepstakes affiliated entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize, and the winner is personally responsible for any and all federal, state and/or local taxes, levies and/or other governmental charges, as the case may be, in connection with the receipt of any prizes. The actual odds of winning will depend on the actual number of entries received.

**General Terms and Conditions:** No participant or winner shall have the right to contest any decision by the Sponsor or the independent judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. The Sponsor is not responsible for those who are not solicited to enter the survey and cannot access the Internet for any reason or cannot click-through for any period of time for any reason to complete the online survey, including but not limited to, errors by Sponsor's representatives who enter incorrect information into any of Sponsor's computer systems. Proof of entry is not proof of entry receipt. The Sponsor reserves the right to terminate the Sweepstakes if, in the Sponsor's sole determination, it believes that the integrity of the

Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly. The winner will be drawn from eligible entries received up to the time of cancellation. The Sponsor reserves the right to disqualify any entry from the Sweepstakes if, in the Sponsor's sole judgment, an entrant has not complied with these Official Rules. Without limitation, an entrant's entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. Only the prize listed and the value listed in the Official Rules shall be awarded. By entering this Sweepstakes, you explicitly agree to release and hold harmless the Sweepstakes Entities, employees of the stadium or arena being surveyed who are assigned to work with the Sweepstakes Entities, participating stadiums and arenas, their respective affiliates, parent companies, subsidiaries, successors and assigns and their respective advertising, design, and production agencies and print production agencies and all their respective shareholders, directors, officers and employees, one and all, from all liability (including attorney's fees and costs) regarding participation in the Sweepstakes. The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of the prize or Force Majeure.

**Other Terms and Conditions:** The Sweepstakes is void where prohibited, licensed, restricted or taxed. All federal, state, and local laws and regulations apply. If any provision of the Sweepstakes shall be deemed to violate any federal, state, or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state, or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or your entry if you reside in such jurisdiction, without penalty and without obligation to you.

**Publicity Release:** Acceptance of the prize constitutes permission to use the winner's name, likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by the Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law and the winner agrees to execute any and all documents requested by the Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate the Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.

**Consumer Disclosure/Award Rules:** In the event of any inadvertent errors or omissions in the structure of, or printing of any materials used in connection with, this Sweepstakes, Sponsor reserves the right to terminate or amend this Sweepstakes, in whole or in part, without prior notification and with immediate effect. In any such event, prizes may be awarded based on entries received prior to date of termination or amendment.

**Disputes, Claims or Actions:** Entrant agrees that any and all disputes, claims, action and causes of action arising out of or connected with this Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Dublin, OH. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not

allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**Privacy Policy:** All entries submitted become the property of the Sponsor and none will be acknowledged or returned. Sponsor and Administrator collect personal information from you when you enter the Sweepstakes that will be used for the administration of the Sweepstakes and for research purposes. The information collected is subject to the Privacy Policy found at [www.wendys.com](http://www.wendys.com). By entering the Sweepstakes, you explicitly provide consent for the use of your personal information in this manner.

**Official Rules Request:** To request a copy of the Official Rules, see [www.talktowendys.com](http://www.talktowendys.com) or send a self-addressed, stamped envelope by December 31, 2021, to: Wendy's Menu Evaluation Sweepstakes Rules Request, PO Box 16350, Rochester, NY 14616.

**Winners List:** For the Name of the Prize Winner—Available after January 10, 2022; send a self-addressed, stamped #10, business envelope to: Winner— Wendy's Menu Evaluation Sweepstakes Winners List, PO Box 16350, Rochester, NY 14616 to be postmarked by February 7, 2022. You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.