

Wendy's(R) Freezer Dig Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Wendy's® Freezer Dig Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Wendy's International, LLC, its affiliates and franchisees, VML, Inc., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Wendy's International, LLC, One Dave Thomas Blvd. Dublin, Ohio 43017. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on October 31, 2016 at 12:00 a.m. Eastern Time ("ET"), ends on November 20, 2016 at 11:59 p.m. ET (the "Promotion Period"), and consists of twenty-one (21) daily entry periods (each a "Daily Entry Period"). Each Daily Entry Period begins at 12:00 a.m. ET and ends at 11:59 p.m. ET on the same calendar day. Twitter/Instagram's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: To participate you must have a Twitter or an Instagram account. Twitter, Inc.'s terms of service: (<https://twitter.com/tos>) and Instagram, LLC's terms of service: (<https://www.instagram.com/about/legal/terms>) apply. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets/posts to be viewable by Sponsor and its agents. If you post or Tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans. Posting content to Instagram requires a mobile device. Message and Data rates may apply. Using your wireless carrier's network, standard data charges from your wireless carrier may apply.

During the Promotion Period, tweet/post a photo or a video displaying the oldest expiration date printed or written on the package of an item in your freezer and include the hashtags #FreezerDig and #Sweepstakes. Once approved, you will receive an entry into the applicable Daily Entry Period drawing. Your Tweet/post and its included content will hereafter be referred to as your Submission. ***Please do not include any brand names or trademarks. If your Submission does include any brand names or trademarks, it will be disqualified.***

Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 6. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission. Released Parties (as defined in Section 8, below) are not responsible for lost, late, un-received, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Limit: You may enter one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same Twitter/Instagram account. Any attempt by any entrant to obtain more than

the stated number of entries by using multiple/different Twitter/Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter/Instagram account. Each potential winner may be required to show proof of being an authorized account holder.

5. Sponsor's Use of Submissions: Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. The drawing for each Daily Entry Period will be conducted on or around one week following the conclusion of the applicable Daily Entry Period. Non-winning Daily Entry Period entries will carry over into subsequent Daily Entry Period drawings. Each potential winner will be notified by @wendys via Twitter/Instagram (Direct Message on Twitter or Message Direct on Instagram) and will be required to provide his/her name, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent into order to claim the prize. If a potential winner of any prize cannot be contacted, fails to provide any requested information, within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes: TWENTY-ONE (21) GRAND PRIZES (one (1) awarded per Daily Entry Period): Fresh beef for a year awarded as Wendy's® promotional gift card(s), terms and conditions apply, see card for details. Promotional gift card expires 1/15/2018. Approximate Retail Value (ARV): \$520. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received the applicable Daily Entry Period during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes: \$10,920. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, VML, Inc., Administrator, Twitter, Inc., Instagram, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, franchisees, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9 Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.wendys.com/en-us/privacy-policy>.

14. Winner List: For a winner list, visit <http://bit.ly/2dOqbFq>. The winner list will be posted after winner confirmation is complete.

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