

Wendy's Thin Mints Frosty Adventure Official Rules

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

1. Eligibility: Wendy's Thin Mints Frosty Adventure (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who (i) are at least eighteen (18) years old, (ii) are a Wendy's Rewards* member at the time of entry, (iii) and for those entrants who wish to play the Instant Win Game, they must possess access to a mobile device with a data plan as of February 23, 2025; otherwise eligible entrants may participate in the Sweepstakes without a mobile device. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game") that both offer a chance to win prizes. In addition, entrants may optionally participate in the entertainment only "Frosty® Pipes Game."

Employees of The Wendy's National Advertising Program, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, franchisees, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion 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. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. **This sweepstakes is in no way sponsored, endorsed or administered by, or associated with Girl Scouts of the USA ("GSUSA"). By entering, you understand that you are providing your information to Sponsor and Administrator and not to GSUSA.**

Instant Win Prizes available at participating Wendy's restaurants.

2. Sponsor: The Wendy's National Advertising Program, Inc. located at One Dave Thomas Boulevard, Dublin, Ohio 43017. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on February 24, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on March 23, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping device for this Promotion.

4. How to Enter:

*All entrants must join the Wendy's Rewards Program to participate, if you have not already enrolled. The Rewards Program is free to join on Wendys.com or within the Wendy's mobile app, but subject to the Rewards [Terms and Conditions](#).

During the Promotion Period, download or launch the Wendy's App ("App") on your mobile device. The App is free but subject to the [Terms and Conditions](#) of the App. **As use of mobile device is required to play, standard data charges from your wireless carrier may apply.**

Login to your Wendy's Rewards account in the App. Check your Rewards Profile to confirm that it includes your true first and last name and a valid email address. Inaccurate information could impact your ability to win a prize. Click on the tile within the Wendy's app that advertises this promotion, agree to these Official Rules and you will automatically receive 1 Sweepstakes entry into the Grand Prize drawing. †See below for how to enter the Sweepstakes without a mobile device.

Next, you can play the Instant Win game for a chance to win Food Prizes (outlined in Section 8) by either clicking to play the Frosty® Pipes Game** or clicking on the skip link. If you choose to play

the Frosty Pipes Games, it is for entertainment purposes only. Your performance in the Frosty Pipes Game will not impact your chances of winning a prize. The results of the Instant Win Game (whether you are randomly selected to win an Instant Win Game prize) will be instantly displayed while playing the Frosty Pipes Game or when you click on the skip link. You will be provided prize claim directions, including the requirement to claim and redeem all food prizes by April 30, 2025. Administrator is responsible for the functionality of the Instant Win Game.

****Optional Frosty Pipes Game information:** The Frosty Pipes Game is presented by Administrator's Game Engine partner for your entertainment. When you initiate a game, the Game Engine partner will automatically place a cookie or pixel on your browser for the purpose of enhancing your game experience. If you prefer not to allow the game engine partner to collect any information concerning your game play, do not initiate the game. The information collected by the cookie concerning your game play will be managed according the Game Engine's [privacy policy](#), which is separate from the Sponsor's policy that governs this promotion.

†How to Enter the Sweepstakes without using a Mobile Device: To enter the Sweepstakes without using a mobile device, print your name, address, phone number, email address (associated with your Wendy's Rewards account), and date of birth on a piece of paper and mail it in an envelope with proper postage to "Wendy's Thin Mints Frosty Adventure," c/o Merkle Inc., P.O. Box 5021, Department 866004, Kalamazoo, MI 49003-5021. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by March 24, 2025 and received by April 3, 2025. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Entrants may play the Instant Win Game and earn 1 Sweepstakes entry (by one of the two methods described above) one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the entrant's Wendy Rewards profile information. If any additional information provided by entrant is inconsistent with the information in the Wendy's Rewards profile, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Operation of Sweepstakes and Instant Win Game: Administrator is an independent organization whose decisions as to the administration and operation, including the selection of potential winners, are final and binding in all matters related to the Promotion.

Sweepstakes: Administrator will randomly select the potential Sweepstakes winner from all eligible entries on or around April 10, 2025.

Instant Win Game: Twenty-one thousand (21,000) random, computer-generated winning times, one for each prize listed below, will be seeded throughout the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-seeded times, you will be a potential instant winner of the prize indicated, subject to verification of potential winner's eligibility and the household prize limitations. Only the first eligible entrant from a household to receive an on-screen notification of winning an Instant Win prize will be eligible to win the applicable prize.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS

RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within 5 days of the date notice or attempted notice is sent, in order to claim the prize. The potential Sweepstakes Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within 5 days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period, as applicable, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Sweepstakes Grand Prize winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be 3 alternate drawings, after which the Sweepstakes Grand Prize will remain unawarded. Unclaimed Instant Win Game prizes will not be awarded.

8. PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING: Potential winners must be Wendy's Rewards members at the time of prize claim/acceptance or will forfeit his/her/their prize.

Sweepstakes Prize: 1 GRAND PRIZE: \$10,000 check. ARV: \$10,000.

Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. Limit: 1 Sweepstakes prize per person.

Instant Win Game Prizes:

Quantity	Prize Title	Prize Description	ARV	Offer T&C
1,050	Wendy's Winner! Free Dave's Single®, Classic Chicken Sandwich, or Spicy Chicken Sandwich	Free Dave's Single, Classic Chicken Sandwich or Spicy Chicken Sandwich	\$6.13	Limit one (1) free Dave's Single®, Classic Chicken Sandwich, or Spicy Chicken Sandwich per offer and one offer per customer per visit. No additional purchase necessary. Valid only at participating U.S. locations. Not valid with any other offer, meal deal or as part of a combo meal. One time use only. Add-ons or customizations may result in an extra charge. Customer may be responsible for applicable sales tax, which may vary based on the items in your total order. Not valid for use in delivery orders placed outside of the Wendy's app.

4,200	Wendy's Winner! Free Jr. Bacon Cheeseburger	Free Junior Bacon Cheeseburger	\$3.15	Limit one (1) free Jr. Bacon Cheeseburger per offer and one offer per customer per visit. No additional purchase necessary. Valid only at participating U.S. locations. Not valid for use within a combo or with any other offer. One time use only. Add-ons or customizations may result in an extra charge. Customer may be responsible for applicable sales tax, which may vary based on the items in your total order. Not valid for use in delivery orders placed outside of the Wendy's app.
5,250	Wendy's Winner! Free Small Fries	Free a la carte Small Fry	\$2.61	Limit one (1) free Small Fries per offer and one offer per customer per visit. No additional purchase necessary. Valid only at participating U.S. locations. Not valid on Topped Fries or Breakfast Seasoned Potatoes. Not valid for use within combo or with any other offer. One time use only. Customer may be responsible for applicable sales tax, which may vary based on the items in your total order. Not valid for use in delivery orders placed outside of the Wendy's app.
5,250	Wendy's Winner! Free Small Soft Drink	Free a la carte Small Carbonated Soft Drink	\$2.43	Limit one (1) free Small Soft Drink per offer and one offer per customer per visit. No additional purchase necessary. Valid only at participating U.S. locations. Excludes Dave's Craft Lemonades, Brewed Teas, Frosty®, Frosty® Cream Cold Brew, Cold Brew Iced Coffee, hot coffee, and pre-packaged drinks. Other exclusions may apply. Not valid for use within combo or with any other offer. One time use only. Customer may be responsible for applicable sales tax, which may vary based on the items in your total order. Not valid for use in delivery orders placed outside of the Wendy's app.
5,250	Wendy's Winner! Free 4-piece Crispy or Spicy Chicken Nuggets	Free 4-piece Chicken Nuggets	\$2.43	Limit one (1) free 4-piece Crispy or Spicy Chicken Nuggets per offer and one offer per customer per visit. No additional purchase necessary. Valid only at participating U.S. locations. Not valid on Saucy Nuggets. Not valid for use within combo or with any other offer. One time use only. Add-ons or customizations may result in an extra charge. Customer may be responsible for applicable sales tax, which may vary based on the items in your total order. Not valid for use in delivery orders placed outside of the Wendy's app.

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes

available to be won will diminish as they are awarded. Limit: 1 Instant Win Game prize per day per person.

Total ARV of all prizes: \$68,884.00

For All Prizes: 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. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes 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 particular purpose or non-infringement. Sweepstakes prize will be fulfilled approximately 8-10 weeks after conclusion of the Promotion.

9. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Girl Scouts of the USA, Girl Scout councils, Sponsor, Wendy's International, LLC, Quality Is Our Recipe, LLC, Administrator, and their respective subsidiaries, affiliates, franchisees, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

10. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 Instant Win Game, including but not limited to submitting fraudulent entries/plays, 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 or the Instant Win Game 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor and/or Administrator reserves the right to award the intended number of prizes

through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted within the App, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (5) 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 Promotion or receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.

13. Disputes: All disputes will be resolved as set forth in the Wendy's [Terms and Conditions](#) which requires mandatory arbitration, no class relief, limitations on Wendy's liability, and waiver of your right to a jury trial.

14. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's [Privacy Policy](#), with the exception of the information collected while playing the optional Frosty Pipes Game as described in section 4.

16. Winner List: For a winner list, [click here](#). The winner list will be posted after winner confirmation is complete.

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