

NOTE: Instant Game begins March 2, 2020. If you received a Game Piece early, see Manager at your Wendy's location.

Coca-Cola and Wendy's Take Your Shot Game Official Rules

NO PURCHASE REQUIRED TO PLAY OR RECEIVE A COUPON. A PURCHASE WILL NOT IMPROVE CHANCES OF RECEIVING ONE.

1. Eligibility: The Coca-Cola and Wendy's® Take Your Shot game (the "Instant Game") is open only to legal residents of the 50 United States or the District of Columbia who are 13 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Wendy's National Advertising Program, Inc. and Wendy's International, LLC (collectively, "Wendy's"), Merkle, Inc., and their respective parent companies, subsidiaries, affiliates and their franchisees, and each of their respective employees, shareholders, officers, directors, members, successors, assigns and agents and those coupon providers and agencies that are involved in the development or execution of this Instant Game or any of its materials, and the immediate or extended family (including spouse, parents, grandparents, siblings, children, aunts/uncles, and cousins) and household members of each such person are not eligible. The Instant Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.
Administrator: Merkle, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: By participating in the Instant Game, participant (each a "Participant") fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Instant Game.

4. Promotion Period: The Instant Game begins March 2, 2020 at 12:00 a.m. Eastern Time ("ET"), and ends April 12, 2020 at 11:59 p.m. ET or when all game pieces are depleted, whichever comes first, (the "Promotion Period"). The Sponsor's computer is the official time-keeping device for this Instant Game.

5. How to Play: You will need a sticker ("Sticker") to participate. There are two (2) ways to obtain a Sticker, while supplies last:

- a) **Purchase a medium or large size cold beverage in a promotional cup at a participating Wendy's restaurant:** During the Promotion Period, purchase a medium or large size cold beverage in a promotional cup at a participating Wendy's restaurant and you will receive an official game piece with a peel-off Sticker, while supplies last, and subject to the limit stated below.
- b) **Free Method of Entry:** During the Promotion Period, to obtain a Sticker without making a purchase or visiting a Wendy's restaurant, hand print your name, street address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper along with a self-addressed stamped envelope (legal residents of Vermont do not need to include a self-addressed stamped envelope) and mail it in an envelope with proper postage to "Coca-Cola and Wendy's Take Your Shot - Free Sticker," c/o Merkle, Inc., P.O. Box 5025, Department 842971, Kalamazoo, MI 49003-5025, to request a

Sticker. Sponsor/Administrator will fulfill requests while supplies last. Mail-in requests must be postmarked by April 13, 2020 and received by April 20, 2020 and before supplies are depleted, otherwise they will not be honored. Limit: One (1) request per envelope, subject to the limit stated below. All requests 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 requests, which will be disqualified.

For Both Methods: Once you have obtained a Sticker, peel off the Sticker to see the coupon you have received. Your Sticker will include instructions on how to redeem your coupon.

Limit: Three (3) plays per person per day during the Promotion Period, regardless of method or combination of methods of play. Any attempt by any Participant to obtain more than the stated number of plays by using multiple/different email addresses, identities, or any other methods will void that Participant's plays and that Participant may be disqualified.

6. ALL POTENTIAL PLAYS AND COUPONS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL. A PARTICIPANT IS NOT A RECIPIENT OF ANY COUPON, EVEN IF THE STICKER DISPLAYS A COUPON MESSAGE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL PLAY HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT ANY EVIDENCE OF RECEIPT OF A COUPON IN LIEU OF ITS VALIDATION PROCESS.

7. Instant Game Selection, Verification of Potential Recipients, and Coupon Claim Instructions: Potential coupon recipients must comply with all terms and conditions of these Official Rules. Receiving a coupon is contingent upon fulfilling all requirements. Sponsor's and Administrator's decisions as to the administration and operation of the Instant Game and the selection of potential coupon recipients are final and binding in all matters related to the Instant Game. Each potential coupon recipient will be required to follow the redemption instructions provided before 4/30/20 to redeem the coupon. If any potential coupon recipient does not redeem his/her coupon according to the instructions on the Sticker and in these Official Rules, or if he/she is disqualified for any reason, he/she forfeits the applicable coupon. Use all coupons at participating Wendy's before they expire on April 30, 2020.

8. Coupons:

7,758,520 LARGE SOFT DRINK COUPONS: A coupon redeemable for a **free Large Soft Drink with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1:5. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. Approximate Retail Value ("ARV") of this coupon: \$2.19.

3,103,408 SMALL FROSTY®-CCINO COUPONS: A coupon redeemable for a **free Small Frosty-ccino with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 2:25. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$2.49.

5,818,890 SMALL HOT COFFEE COUPONS: A coupon redeemable for a **free Small Hot Coffee with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 8:53. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. Coupon is non-transferrable. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$1.29.

1,939,630 HONEY BUTTER CHICKEN BISCUIT COUPONS: A coupon redeemable for a **free Honey Butter Chicken Biscuit with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1:20. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$3.09.

7,370,594 SMALL SEASONED POTATOES COUPONS: A coupon redeemable for a **free Small Seasoned Potatoes with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 4:21. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$1.39.

1,939,630 CROISSANT SANDWICH COUPONS: A coupon redeemable for a **free Croissant Sandwich with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1:20. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$3.49.

3,103,408 FREE BREAKFAST BACONATOR® COUPONS: A coupon redeemable for a **free Breakfast Baconator with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 2:25. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$3.99.

7,758,520 ORANGE JUICE COUPONS: A coupon redeemable for a **free Orange Juice with any purchase at a participating Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1:5. Limit one (1) coupon per customer per visit. No substitutions allowed. May not be combined with any other offer, coupon or discount. Void if copied or reproduced. Coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/30/20. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$2.39.

For All Coupons: No substitution, exchange, or transfer of coupon by any recipient. Sponsor reserves the right to substitute any coupon for one of equal or greater value. Each recipient is

responsible for all taxes and fees associated with coupon receipt and/or use. Total ARV of all coupons exceeds \$86 million.

9. Publicity: Except where prohibited, participation in the Instant Game constitutes Participant's consent for Sponsor and its designees to use Participant's name, likeness, coupon information, city and state of residence, video, voice, any comments, testimonials or other feedback related to coupon or Instant Game experience, whether written or oral, for promotional purposes in any media without further consideration.

10. General Conditions: In the event that the operation, security, or administration of the Instant Game is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Instant Game to address the impairment and then resume the Instant Game in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Instant Game and award the coupons in a random drawing from among all eligible entries received up to the time of the impairment. The 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 Instant Game 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 undermine the legitimate operation of the Instant Game may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's (or any Released Party's) failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability: Except where prohibited, by participating in the Instant Game, each Participant (or parent/legal guardian if Participant is a minor in his/her state of residence) agrees to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Wendy's, Merkle, Inc., and their respective parents, subsidiaries, affiliates and their franchisees, related entities, promotional partners, coupon partners, and each of their respective agents and agencies, and the officers, directors, members, shareholders, successors, assigns and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Instant Game or receipt or use of any coupon, including, but not limited to: (a) unauthorized human intervention in the Instant Game; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Instant Game or the processing of entries; (e) late, lost, misdirected or undeliverable mail; or (f) injury or damage to persons or property which may be caused including, but not limited to, death, directly or indirectly, in whole or in part, from Participant's participation in the Instant Game or receipt or use of any coupon, including related travel. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Instant Game and in no event shall the Released Parties be liable for attorney's and/or legal fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another Instant Game piece, if it is possible. No more than the stated number of coupons will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of coupons as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of coupons by a random drawing among all legitimate, un-awarded, eligible coupon claims.

12. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Instant Game, the Official Rules, or the Sponsor's, Wendy's, and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator, Wendy's, or Sponsor arising out of, connected to, or in any way related to the Instant Game, the Official Rules, or the Sponsor's, Wendy's, and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's, Wendy's, and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, Wendy's, and Sponsor to litigate claims in court and you, Administrator, Wendy's, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator, Wendy's, or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator, Wendy's, or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator, Wendy's, and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator, Wendy's, or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Oakland County, Michigan.

You agree that you will not file a class action or collective action against Administrator, Wendy's, or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's, Wendy's, and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, Wendy's, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator, Wendy's, and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, Wendy's, and Sponsor in connection with the Instant Game, or any claim or dispute that has arisen or may arise between you, Administrator, Wendy's, and Sponsor, 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.

This arbitration provision shall survive conclusion, modification or termination of the Instant Game and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Instant Game.

13. Participant's Personal Information: Information collected from Participants is subject to the Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/> and the Wendy's International, LLC Privacy Policy <https://www.wendys.com/privacy-policy>.