

## **Wendy's® Take Your Shot Instant Win Official Rules**

**NO PURCHASE REQUIRED TO PLAY OR WIN. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.**

**1. Eligibility:** The Wendy's Take Your Shot Instant Win (the "Instant Win 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 International, LLC, HelloWorld, 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 prize providers and agencies that are involved in the development or execution of this Instant Win 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 Win 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:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Agreement to Official Rules:** By participating in the Instant Win 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 Win Game.

**4. Promotion Period:** The Instant Win Game begins March 11, 2019 at 12:00 a.m. Eastern Time ("ET"), and ends April 7, 2019 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 Win 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 large size cold beverage in a promotional cup at a participating Wendy's restaurant:** During the Promotion Period, purchase a 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 "Wendy's Take Your Shot Instant Win - Free Sticker," c/o HelloWorld, Inc., P.O. Box 5021, Department 839258, Kalamazoo, MI 49003-5021, to request a Sticker. Sponsor/Administrator will fulfill requests while supplies last. Mail-in requests must be postmarked by April 8, 2019 and received by April 15, 2019 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 if you are a potential instant winner. If you are a potential winner, your Sticker will include instructions on how to redeem your prize.

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

**7. Instant Win Game Prize Selection, Verification of Potential Winners, and Prize Claim Instructions:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Sponsor's and Administrator's decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. Grand Prizes must be redeemed by mailing the Sticker **via trackable mail** along with potential winner's name, email address, address (no P.O. Boxes), city, state, zip code, phone number and date of birth, hand-printed on a 3" x 5" paper, to: "Wendy's Take Your Shot Instant Win – Prize Claim #245744," c/o HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. Copying the Sticker before sending is recommended. Facsimilies, photocopies and mechanically reproduced Stickers are not eligible. Incomplete, late, lost, misdirected or undeliverable requests for redemption are invalid. **Prize claims must be postmarked by April 22, 2019 and received by April 29, 2019.** All materials submitted become property of Sponsor and will not be returned. Once a Grand Prize Sticker is received by Administrator, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Administrator a Declaration of Compliance, Liability and Publicity Release ("Declaration"), (except where prohibited) which must be received within 5 business days of the date notice or attempted notice is sent, in order to claim his/her prize. Each potential First Prize winner will be required to follow the redemption instructions provided before 4/28/19 to claim the prize. If any potential winner does not claim his/her prize according to the instructions on the Sticker and in these Official Rules, cannot be contacted, or fails to sign and return the Declaration (for Grand Prizes only) and/or other required forms, if any, within the required time period, or if a prize is returned as undeliverable, he/she forfeits the applicable prize. First Prizes will be fulfilled as soon as winner has taken the appropriate steps as long as it is on or before 4/28/19. Use coupon prizes at participating Wendy's before they expire on April 28, 2019.

#### **8. Prizes:**

**4 GRAND PRIZES:** A trip package for winner and one (1) guest to Atlanta, GA for the 2020 NCAA Men's Final Four tournament, tentatively scheduled for April 4 and 6, 2020 (the "Games"). Trip consists of round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion); four (4) nights' accommodations at Sponsor's choice of hotel (single room, double occupancy); two (2) tickets to the semi-final games on Saturday, April 4, 2020 and two (2) tickets to the Final Four game on Monday, April 6, 2020 (seat locations to be determined by Sponsor in its sole discretion); \$500 that may be used for spending money and local transportation; and travel agent services. Winners must travel on the dates determined by Sponsor in its sole discretion, surrounding the Games, or forfeit the

prize. Winner and guest must travel together and on same itinerary. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the winner's residence, winner will be provided \$200 in spending money for driving expenses in lieu of air transportation. Sponsor is not responsible if the Game or any other scheduled event or component is delayed, postponed, or cancelled for any reason and winner will not be reimbursed. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. If winner is a minor (as determined by his/her state of residence), winner's guest must be winner's parent/legal guardian. If winner's guest is a minor (as determined by his/her state of residence), winner must be that minor's parent/legal guardian and must complete required paperwork on behalf of that minor, as applicable. Travel companion must execute liability/publicity releases prior to issuance of prize documents. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket prize, winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. Sponsor is not responsible if winner does not use tickets on day of Game. Approximate Retail Value ("ARV"): \$7,500. The ARV of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and ARV. Approximate odds of winning this prize are 4:11,987,000 = 1:2,996,750.

48,810 FIRST PRIZES: A \$5 Wendy's digital account credit, redeemable via the Wendy's App at participating Wendy's® restaurants only, terms and conditions apply. Each winning recipient must redeem prior to or on 4/28/2019. To redeem, users must either sign into or create a new Wendy's account and enter redemption code via in-app promotional content or in the Account section of the Wendy's App. Once credited, the prize will not expire. Money credited within the Wendy's App can be used for online mobile ordering or in-store purchase via mobile pay at participating Wendy's® locations. Mobile ordering and mobile pay may not be available in all locations. For Customer Service inquiries about this prize or Wendy's App, contact Customer Care by using Live Chat in the Wendy's App or with a text or call to 888-624-8140 (Msg and Data rates may apply). ARV: \$5. Approximate odds of winning this prize are 48,810:11,987,000 = 1:246.

997,195 DAVE'S SINGLE COUPON PRIZES: A coupon redeemable for a **free Dave's Single with any purchase redeemable at a participating Wendy's restaurant**. Coupon is non-transferrable. Approximate odds of receiving this Coupon: 1:12. 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. Offer and coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/28/19. Failure to use coupon prior to the expiration date will result in coupon prize forfeiture. ARV of this coupon: \$4.40.

997,195 FREE SPICY CHICKEN COUPON PRIZES: A coupon redeemable for a **free Spicy Chicken Sandwich with any purchase redeemable at a participating Wendy's restaurant**. Coupon is non-transferrable. Approximate odds of receiving this Coupon: 1:12. 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. Offer and coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/28/19. Failure to use coupon prior to the expiration date will result in coupon prize forfeiture. ARV of this coupon: \$4.90.

1,987,708 FREE LARGE DRINK COUPON PRIZES: A coupon redeemable for a **free Large Drink with any purchase redeemable at a participating Wendy's restaurant**. Coupon is non-transferrable. Approximate odds of receiving this Coupon: 1:6. 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. Offer and coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/28/19. Failure to use coupon prior to the expiration date will result in coupon prize forfeiture. ARV of this coupon: \$2.34.

1,987,708 BACONATOR FRIES COUPON PRIZES: A coupon redeemable for a **free Baconator Fries with any purchase redeemable at a participating Wendy's restaurant**. Coupon is non-transferrable. Approximate odds of receiving this Coupon: 1:6. 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. Offer and coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/28/19. Failure to use coupon prior to the expiration date will result in coupon prize forfeiture. ARV of this coupon: \$2.54.

2,984,190 SMALL FROSTY COUPON PRIZES: A coupon redeemable for a **free Small Frosty with any purchase redeemable at a participating Wendy's restaurant**. Coupon is non-transferrable. Approximate odds of receiving this Coupon: 1:4. 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. Offer and coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/28/19. Failure to use coupon prior to the expiration date will result in coupon prize forfeiture. ARV of this coupon: \$1.27.

2,984,190 4-PIECE CHICKEN NUGGETS COUPON PRIZES: A coupon redeemable for a **free 4-Piece Chicken Nuggets with any purchase redeemable at a participating Wendy's restaurant**. Coupon is non-transferrable. Approximate odds of receiving this Coupon: 1:4. 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. Offer and coupon good at participating Wendy's restaurants. Terms and conditions apply, expires 4/28/19. Failure to use coupon prior to the expiration date will result in coupon prize forfeiture. ARV of this coupon: \$1.18.

For All Prizes and Coupons: No substitution, exchange, or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Each prize winner is responsible for all taxes and fees associated with prize receipt and/or use. Total ARV of all non-coupon prizes: \$274,050. Limit: One (1) Grand Prize and up to five (5) First Prizes per person.

**9. Publicity:** Except where prohibited, participation in the Instant Win Game constitutes Participant's consent for Sponsor and its designees to use Participant's name, likeness, prize information, city and state of residence, video, voice, any comments, testimonials or other feedback related to prize or Instant Win 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 Win 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 Win Game to address the impairment and then resume the Instant Win Game in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Instant Win Game and award the prizes 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 Win 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 Win 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 Win 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 International, LLC, HelloWorld, Inc., and their respective parents, subsidiaries, affiliates and their franchisees, related entities, promotional partners, prize 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 Win Game or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Instant Win Game; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Instant Win 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 Win Game or receipt or use of any prize, 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 Win 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 Win Game piece, 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 herein 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:** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Instant Win Game or any prizes 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; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in any Instant Win Game, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Instant Win Game, 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. Winner List:** For a list of Grand Prize winners, if any are confirmed, visit <http://bit.ly/2XpmYDx>. The winner list will be posted after winner confirmation is complete.

**14. Participant's Personal Information:** Information collected from Participants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.coca-cola.com/tcccprivacypolicy>.