

Daytona 500® + Wendy's® Beef Sweepstakes

Official Rules

February 16, 2023 – February 20, 2023

PRELIMINARY INFORMATION: NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. Daytona 500 + Wendy's Beef Sweepstakes ("Promotion") will begin on February 16, 2023 at 9:00:00 A.M. ET and end on February 20, 2023 at 11:59:59 P.M. ET ("Promotion Period"). All times in the Promotion refer to Eastern Time ("ET"). The odds of winning depend upon the number of eligible Entries (as defined below) received. Promotion is subject to all applicable federal, state, and local laws. **PRIZES (AS DEFINED BELOW) DO NOT INCLUDE ACCOMMODATIONS, PARKING, OR TRANSPORTATION.**

ELIGIBILITY: Open only to permanent, legal United States residents who are physically residing in the United States (*excluding* California, Virginia, and the District of Columbia, Puerto Rico, Guam, the Virgin Islands and other United States territories), and are eighteen (18) years of age or older as of the start of the Promotion Period. Officers, directors, and employees of Promotion Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Promotion Entities, as referenced herein, shall mean and include Wendy's National Advertising Program, Inc., Wendy's International, LLC, and Quality Is Our Recipe, LLC (collectively, "Wendy's"), located at 1 Dave Thomas Blvd, Dublin, Ohio, 43017, and VML, LLC d/b/a VMLY&R located at 3 Columbus Circle, New York, NY. 10019 Daytona International Speedway, located at One Daytona Boulevard, Daytona Beach, Florida, 32114, United States, and each of their respective parent, subsidiary, and affiliate companies, and their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion. **If applicable, the winner(s) (defined below) must be able to attend the Event (described below) on the dates designated by the Sponsor or the Event portion of the Prize (defined below) will be forfeited.**

TO ENTER: To enter the Promotion, during the Promotion Period, scan the QR codes available on location at the Daytona International Speedway in Daytona, Florida, or on the Fox Television broadcast, to visit <https://wendys.actv8me.com/?sl=34x1zw> (the "Website") and follow the provided instructions to complete and thereafter submit the entry form, which includes agreeing to the Official Rules and Privacy Policy and providing your full name and email address (the "Entry").

If you choose to submit your Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities. All Entries become the property of Sponsor and will not be acknowledged.

Limit one (1) Entry per person per day from February 16, 2023, through and including February 20, 2023, during the Promotion Period. Multiple Entries received from any person beyond this limit will void all such person's Entries. Any attempt by any person to obtain more than the stated number of Entries by using multiple/different email addresses, identities, devices, registrations or logins, or any other methods will void that person's Entries and that entrant may be disqualified. Entries generated by a script, macro, or other automated means or by any means that subverts the entry process will be disqualified. **Entries**

must be received before February 20, 2023, at 11:59:59 P.M. ET to qualify for the Promotion. Administrator's computer shall be the official timekeeper for all matters related to this Promotion. Entries that are incomplete, garbled, corrupted, fraudulent, or unintelligible for any reason, including, but not limited to computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Entry constitutes permission (except where prohibited by law) to use the entrant's name, city, state, for purposes of advertising, promotion, and publicity in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, permission, or approval. In the event of a dispute as to any Entry, the authorized account holder of the email address used to participate 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 for the domain associated with the submitted address. Potential winners may be required to show proof of being authorized account holders.

PRIVACY: Entrants may have the opportunity to receive information from Sponsor and selected partners by checking the appropriate box(es). If, at any time, you no longer wish to receive materials from Administrator, please go to its privacy policy, located at <https://www.actv8me.com/data-privacy.html> and follow the procedures indicated. If, at any time, you no longer wish to receive materials from Sponsor, please go to Sponsor's privacy policy, located at <https://www.wendys.com/privacy-policy>, and follow the procedures indicated. Information collected from entrants is subject to Sponsor's Privacy Policy.

WINNER SELECTION AND NOTIFICATION: On or about February 21, 2023, the potential winners ("Winners") will be selected in a random drawing by representatives of Sponsor from all eligible Entries received during the Promotion Period. Sponsor will make two (2) attempts to notify the potential Winner at the phone number and/or email address submitted at the time of Entry. **Sponsor may share the potential Winner's name and contact information with Promotion Entities and/or, as applicable, if necessary.** Potential Winner(s) may be required to execute and return an affidavit of eligibility, the release of liability, and, except where prohibited, publicity release (collectively, "Promotion Documents") within two (2) days (48 hours) of such notification. Further, each potential Promotion Winner, if he/she does not already have one, may need to sign up and establish a free Wendy's account and provide his/her account information, in order to claim his/her prize. Non-compliance within this time period will result in disqualification, and, at Sponsor's sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If any potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if Prize (as defined below) or Prize notification is returned as undeliverable, such potential Winner will be disqualified and time permitting, at Sponsor's sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries. **Limit one (1) Prize (defined below) per family or household. ALL POTENTIAL PROMOTION WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A PERSON IS NOT A WINNER OF ANY PRIZE, EVEN IF A PROMOTION SO INDICATES OR EVEN IF PERSON RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL PERSON'S ELIGIBILITY AND PROMOTION WIN HAVE BEEN VERIFIED AND PERSON HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ADMINSTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VERIFICATION PROCESS.**

PRIZES: Prizes will be awarded throughout the Promotion Period, pursuant to the process set forth herein. There will be four (4) prizes awarded ("Prize") to the Winners. Prizes will consist of the following:

1. Wendy's Free Beef/Free Dave's Single Each Week for A Year – Two (2) Winners. Awarded as a Wendy's account digital offer redeemable for one (1) free Wendy's Dave's Single made available as digital offer fifty-two (52) times, at a participating U.S. Wendy's restaurant. Limit one (1) digital coupon per customer per day, refreshed 24 hours from last claim for a total of fifty-two (52) times. Redeemable via Wendy's account only, at participating U.S. Wendy's restaurants. No substitutions allowed. May not be combined with any other offer, coupon, or discount. Void if copied or reproduced. Terms and conditions apply. Digital offer prize available to Winner promptly upon verification as a Winner and no later than 3/31/2023; digital offer prize award expires 365 days after first claim of the digital offer and no later than 4/1/2024. Failure to use digital offer prior to the expiration date will result in offer forfeiture. Approximate Retail Value ("ARV") of prize: \$300. The total number of Winners of this prize is two (2).
2. Tickets to Talladega Superspeedway for NASCAR Cup Series Race scheduled for on or about April 23, 2023 ("Event") – Two (2) Grandstand Tickets per Winner – Five (5) Winners in Total. Awarded as two (2) grandstand tickets to the NASCAR Cup Series Race at Talladega Superspeedway scheduled for on or about April 23, 2023. **The Winner(s) of the 2 Grandstand tickets to the Talladega Superspeedway must be able to attend the Talladega Superspeedway Event on the date designated by Sponsor and in any event by February 26, 2023, or Prize will be forfeited.** Prizes do not include accommodation, parking, or transportation. If required by the venue owner and/or State of Florida, Winner and Guest must be fully vaccinated against COVID-19 on the day of attendance and will be required to adhere to all applicable COVID-19 protocols. COVID-19 requirements are subject to change at any time. Approximate Retail Value ("ARV"): \$145 per ticket. The total number of Winners of this prize is five (5).
3. Custom Digital Message from Noah Gragson – Two (2) Winners. Awarded as a custom digital message from Noah Gragson. The details of the message (including, without limitation, length and subject matter) and mode/channel of delivery of in the full discretion of Sponsor. Approximate Retail Value ("ARV"): \$100. The total number of Winners of this prize is two (2).
4. Swag Kits – 50 Winners. Approximate Retail Value ("ARV"): A merchandise "swag kit" includes branded t-shirts, hats, and keychains (or similar value items at Sponsor's sole discretion). Approximate Retail Value ("ARV") of prize: \$50. The total number of Winners of this prize is fifty (50).

The odds of winning a Prize depend on the number of eligible entries received during the applicable Promotion Period. Prizes may be subject to certain terms and conditions as specified by issuer. Restrictions may apply. Prizes do not include accommodation, parking, or transportation. The Estimated Retail Value ("ERV") of Prize is zero dollars (\$0). The Actual Retail Value ("ARV") of the Prize may vary. The total ARV of all digital offers depends on the number of eligible entries received during the applicable Promotion Period. Any difference between ERV and ARV will not be awarded.

All details of the Prizes will be determined in Sponsor's sole discretion. Sponsor reserves the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prizes cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If the Prize is unclaimed within a reasonable time after notification from Sponsors, as determined in Sponsor's sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsor's sole discretion.

Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of Prizes due to reasons beyond Sponsor control. Event is subject to change. Sponsor reserves the right to change the date and time of Event.

If Winner chooses to attend the Event with no Guest, the remaining elements of Prize shall constitute full satisfaction of Sponsor Prize obligation to Winner and no additional compensation will be awarded.

All parts of the Prize are subject to availability, and subject to change or cancellation without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions, including but not limited to travel restrictions, taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time this Promotion occurs, render the redemption or fulfillment of all or a portion of the Prizes delayed, hindered, adversely affected, impracticable, or impossible, Sponsor in its sole and absolute discretion, reserve the right to evaluate, make modifications to, and restructure the redemption and fulfillment processes and timelines for the Prizes, or portion thereof, that Sponsor is responsible for, which may include, but is not limited to, providing additional time for redemption and/or fulfillment. Sponsor may modify and/or restructure the Prizes or portions thereof to comply with government orders or guidelines and Sponsor health and safety requirements. In addition, Talladega Winner and Guest should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before traveling. Should the Prizes, or a portion thereof, become unavailable Sponsor shall make reasonable efforts to provide Winner with substitute experiences and/or items of a similar nature and value for that portion of the Prize that is unavailable. If no substitute prize is reasonably available then the remaining components, if any, of the Prize shall constitute full satisfaction of Sponsor Prize obligation to Winner, and no other or additional compensation will be awarded.

Prizes fulfillment and related activities will take place on a date and time designated by Sponsor and only when and in a manner that it is safe to do so, as determined in Sponsor sole discretion in consultation with appropriate health and safety experts. Winner and Guest, if any, must follow all instructions always given by representatives of Sponsor.

In connection with any visit to any location in connection with the Prizes, please be advised that Sponsors policies, CDC guidelines, and the recommendations of health officials must be followed. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit.**

If required, Talladega Winner and Guest, if any, must cooperate with Sponsor inquiries related to public health matters and follow Sponsor related rules and processes, including, but not limited to, disclosures or processes recommended or required by public health authorities to protect the health and safety of Winner, Guest, and others. Talladega Winner and Guest may be subject to health screenings (which may include, but are not limited to, temperature checks, symptom screening, lab testing, and/or other medical exams) to be conducted by Sponsor or their designee(s) prior to or during the fulfillment of the Prize and related activities. Failure to fully comply with Sponsor requests or requirements may result in forfeiture of the Prize or portions thereof, as determined in Sponsor discretion.

During a period starting approximately two (2) weeks before participation in activities related to the Prize and ending approximately two (2) weeks after participation in the last of such activities (such period(s) subject to change based on medical guidance, and/or policy guidance), Winner and Guest may be required to inform Sponsor, upon Sponsor request, about matters relating to communicable illnesses and safe fulfillment of the Prize and related activities, including, without limitation: (a) medical symptoms; (b) travel history; (c) recent contact with others who have displayed symptoms of or have otherwise been confirmed to have a communicable illness; and (d) active public health orders issued by a civil authority or any similar public health mandate (e.g., order to quarantine, order to stay at home, order to disclose communicable illness) to which Winner and/or Guest are subject.

SPONSOR: Wendy's National Advertising Program, Inc. ("Sponsor")

ADMINISTRATOR: ACTV8, Inc. d/b/a ACTV8me ("Administrator")

CONDITIONS: By entering the Promotion, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and each of their respective officers, directors, agents, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Promotion and/or entrant's acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on the Website and the use by Released Parties of such name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at Sponsors' sole discretion.

By entering the Promotion, each entrant agrees for entrant and for entrant's heirs, executors, and administrators to release and hold harmless Released Parties from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors or malfunctions related to computers, servers, mobile applications, mobile or cellular components, providers, printers or telephone

or network lines; (c) printing errors or human error; (d) errors in the administration of the Promotion or the processing of registrations and game plays; (e) late, lost, or undeliverable mail; (f) 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 or misuse of any prize; (g) any damage to an entrant's or other person's computer system or digital device which is caused or occasioned by accessing the official rules or official website, participating in the Promotion, or claiming any Promotion prize; or (h) technical difficulties or failures of any kind including, but not limited to lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, digital device or wireless service providers, official websites or other connection, availability or accessibility problems arising in connection with or over the course of the Promotion. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Promotion Entry, if it is possible. If the Promotion has been discontinued for any reason, 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 prize offered herein. 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.

ADDITIONAL TERMS: Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Promotion or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winner in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website. Sponsor may prohibit any Entrant or potential entrant from participating in the Promotion, if such Entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined in Sponsors' sole discretion). Sponsors reserve the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

DISPUTES: THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN FLORIDA, IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF DAYTONA FLORIDA. IN NO EVENT SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO THE ACTUAL COST OF ENTERING AND PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER ANNOUNCEMENT: For the name of the Winner(s), available after February 26, 2023, send a self-addressed, stamped envelope to be received by February 26, 2023 to ACTV8me, Wendy's Daytona 500 Promotion, P.O. Box 4389, Chatsworth, CA. 91313