Wendy's Winner's Program Terms and Conditions

PLEASE READ CAREFULLY. By reviewing these Terms and Conditions, clicking "I Agree" on the registration page, and participating, you agree to the following rules governing the Wendy's Winner's rewards program ("Program").

A. Overview of the Wendy's Winner's Rewards Program

1. Wendy's Winner's rewards program (the "Program") is a rewards program sponsored by Wendy's restaurants ("Sponsor") through which eligible individuals who register for the Program by visiting www.wendysrewards.com ("Website") can collect points by participating in certain activities, such as entering "bonus code" words obtained at participating Wendy's restaurants (no purchase necessary), posting items on Facebook, sending out Tweets, or as specified on the Website.

2. Individuals may redeem their points for merchandise through the Store on the Website, or for entries into a number of sweepstakes (each, a "Sweepstakes") offered on the Website.

B. Eligibility

The Program is open to legal residents of Minnesota and Wisconsin, who are 18 years or older at the time of enrollment. The Program is void where prohibited by law. Employees and non-employee workers of Wendy's ("Sponsor'), KSTP-FM, LLC, KSTP-AM, LLC, KTMY-FM, LLC (collectively, "Administrator"), and their respective related companies, parents, subsidiaries, prize providers (collectively, "Released Parties") or their immediate family (spouse, parents, siblings, and children) and household members are not eligible to participate in the Program**.**

C. Duration of Program

1. The current phase of the Program begins at 12:00:01 a.m. Central Time ("CT") on September 30, 2013 and is scheduled to end at 11:59:59 p.m. CT on November 24, 2013 (the "Program Period"), but Sponsor reserves the right to shorten, extend, suspend, modify, or cancel the Program, at its discretion, at any time.

D. Enrolling in the Program

1. Individuals who are 18 years of age or older who meet the eligibility requirements in Section B above may enroll in the Program at the Website. To enroll, click on the "Register" or "Sign Up" links on the top of the page and follow the onscreen instructions to create a Wendy's Winner's Account ("Account") (see Section D (2) below). Once participants register their existing email addresses in the promotional section of the Website or register for new Accounts, they will be enrolled in the Program (each an "Enrollee"). The number of points collected by each such Enrollee will be recorded and tracked in the Enrollee's Account. There is no purchase required to become an Enrollee.

2. How to Create Your Wendy's Winner's Account: Once on the Website, individuals who do not already have an existing Wendy's Winner's account, can click on the "Register" or "Sign Up" links and follow the instructions to create an Account. An individual must have a unique, valid email address to create an Account. Limit: 1 Account per person, 5 Accounts per immediate family, **but only 1 Account per individual, under all circumstances**. The person who is the authorized email account holder of the email address indicated when registering must provide date of birth information when registering for an Account and will be deemed the Enrollee.

E. Collecting Points

1. Collect points at any time during the Program Period, by by participating in certain activities, such as entering "bonus code" words obtained at participating Wendy's restaurants (no purchase necessary), posting items on Facebook, sending out Tweets, or as specified on the Website (collectively, "Activities") which may be updated from time to time at Sponsors sole discretion.

Sponsor reserves the right to change the number of points awarded for any of the Activities at any time during the Program.

2. Enrollees may not purchase or otherwise acquire codes from third parties and may not combine codes obtained by others for deposit into a single Enrollee's account. Enrollees may not transfer or sell codes under any circumstance, other than in programs authorized by Sponsor. Any attempt to combine or transfer codes or points will result in disqualification from the Program and forfeiture of all points in the Enrollee's Account. Sponsor reserves the right to take any action it deems appropriate in its sole discretion in the event that it believes (in its sole discretion) that any Enrollee has violated any of these provisions.

4. Sponsor reserves the right to change, add, or remove the methods by which Enrollees can collect points. Enrollees are responsible for the payment of all taxes which may result from the prize(s) received as part of the Program.

5. Once an Enrollee inputs a "bonus code," the validation of the code and potential points earned will be subject to verification by Administrator whose decisions on the outcome are in its sole discretion and are final and binding. Points will not be awarded until after the verification process is complete. Codes are void if (a) not obtained in accordance with these Terms and Conditions and through legitimate channels; (b) obtained as the result of a sale or transfer which Sponsor, in its sole discretion, determines is in violation of these Terms and Conditions and the objectives of the Program. The points will appear in the Enrollee's Account within 2 business days after verification is complete. If

additional time is needed for any reason, Sponsor reserves the right in its sole discretion to award points in more than 2 days.

6. If an Enrollee believes that his or her points were not properly accrued to his/her Account, the Enrollee must notify Administrator emailing Administrator at [email address]. In no event will Sponsor be responsible for any submission of a Customer Service Form beyond the 15 day notice period.

The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. By providing information in connection with this Promotion, you are providing information to Sponsor, and not to Facebook or Twitter.

F. Redeeming Points

1. Enrollees may redeem their points for merchandise, and other items of value ("Prizes") listed in the "Store" section of the Website, while supplies last. The Website will list the corresponding point values required to be redeemed for each item. Enrollees must comply with individual Prizes limitations, rules and restrictions where indicated on the Website, if applicable. Periodically throughout the Program Period, Sponsor will modify the list of merchandise and other items available for point redemption. Sponsor reserves the right to modify the point value(s) for Prizes, at any time and for any reason, during the Program Period. All redemptions are subject to these Terms and Conditions and all limitations and/or requirements specified on the Website.

2. To spend/redeem your points, navigate through the items listed on the Website. You can choose any item still available for which you have accumulated sufficient points for redemption. Click the Image corresponding to the item you wish to redeem and follow the links and instructions to complete the redemption process. As part of the redemption process, you will receive a confirmation email and when applicable, an email containing the actual item you have redeemed in the form of a digital code, coupon, etc. Emails will be sent to the email address assigned to the Enrollee's Account.

3. Each Enrollee is responsible for ensuring the accuracy of his/her Account and is encouraged to check his/her Account regularly. Each Enrollee is responsible for ensuring that the mailing address associated with his/her Account is accurate and up to date. Sponsor is not responsible for non-receipt of a Prize that was shipped to the mailing address associated with an Enrollee's Account. Changes to Accounts or Account information may only be made by the Enrollee to whom the Account belongs.

4. All point redemptions for products are final. Refunds, exchanges and other issues regarding the product redeemed are governed by the vendor's terms and conditions applicable to the purchase and are not the responsibility of Sponsor.

5. Enrollee's may redeem points to enter a variety of sweepstakes offered on the Website (each, a "Sweepstakes"). To enter a Sweepstakes, click on the Sweepstakes listed on the Website and it will bring you to the individual Sweepstakes Page. Each Sweepstakes is governed by the individual Sweepstakes Official Rules posted on each Sweepstakes Page on the Website.

6. At the end of the Program Period, any remaining points in an Enrollee's Account shall be automatically forfeited.

7. The points have no cash value, are not transferrable and are only redeemable for offered Prizes and Sweepstakes entries and via the Program as featured on the Website in accordance with these Terms and Conditions.

8. Enrollees may redeem points in the manner set forth above until 11:59:59 pm CT on November 24, 2013 (the end of the Program Period), unless extended or otherwise modified by Sponsor.

G. Modifications and Termination of the Program

1. Sponsor reserves the right to modify any of the Terms and Conditions set forth herein - including, but not limited to, the duration of the Program Period, methods by which Enrollees may collect points, the eligible products to be purchased, the number of points earned through various activities, the number of points that may be redeemed through the Program, and any of the options made available to Enrollees with respect to their Accounts, at any time, with notice, even though these changes may affect an Enrollee's ability to accrue or use his/her points.

2. Sponsor reserves the right to terminate or temporarily suspend the Program at any time, for any reason, with notice, even though termination may affect an Enrollee's ability to accrue or use his/her points.

3. An Enrollee's continued participation in the Program constitutes the Enrollee's acceptance of any changes to these Terms and Conditions. Enrollees are responsible for remaining knowledgeable of any changes that Sponsor may make to these Terms and Conditions. The most current version of these Terms and Conditions, which will indicate the date they were last updated, will be available at the Website and will supersede all previous versions of these Terms and Conditions.

H. General Terms and Conditions

1. To learn how the personal information collected in connection with the Program may be used, participants should read Sponsor's Privacy Policy for the Website which is available at http://www.WendysWinners.com/PrivacyPolicy. The terms of Sponsor's Privacy Policy for the Website are incorporated herein by reference.

2. The Sponsor reserves the right to discontinue the participation privileges of any Enrollee who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Terms and Conditions or with any federal, state or local, laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated points. In addition, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

3. Sponsor reserves the right to rescind points credited to an Account which were obtained as a result of fraudulent activity or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software related to the Program.

4. The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single Account for the purpose of accumulating points for combined use.

5. Points are not the property of an Enrollee and may be revoked at any time by Sponsor as set forth herein.

6. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Enrollee participating in the Program.

7. All questions or disputes regarding eligibility for the Program, collecting or redemption of points, or an Enrollee's compliance with these Terms and Conditions will be resolved by the Sponsor in its sole discretion.

I. Limitation of Liability

1. The Sponsor or Administrator is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Enrollee, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE SPONSOR IMPROPERLY DENIES AN ENROLLEE ANY POINTS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT NUMBER OF POINTS. BY PARTICIPATING IN THE PROGRAM, AN ENROLLEE WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. Sponsor, its joint ventures, officers, directors, employees, shareholders, promotion agencies, agents, successors, assigns, and service providers, are not responsible for any products or services offered by the Prizes Partners. **TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR, ADMINISTRATOR AND THEIR PROMOTION AGENCIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY PARTNER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Program participants agree to rely solely on the manufacturer's warranties, if any, for any products redeemed through this Program.

2. As a condition of participating in this Program, each Enrollee agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any Prizes obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Ohio; (2) any and all claims, judgments and prizes shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will any Enrollee be permitted to seek recovery for, and Enrollee hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

3. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Enrollee and the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Ohio, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

4. These Terms and Conditions constitute the entire agreement between Program participants and Sponsor pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

5. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

6. Sponsor: Wendy’s, One Dave Thomas Boulevard, Dublin, OH 43017.

7. Administrator: KSTP-FM, LLC, KSTP-AM, LLC, KTMY-FM, LLC, 3415 University Avenue, St. Paul, MN 55414.