

# **Coca-Cola & Wendy's Free Breakfast for a Year 2021 Instant Win and Sweepstakes**

## **Official Rules**

### **NO PURCHASE OR SCAN REQUIRED TO ENTER OR WIN.**

**1. Eligibility:** Coca-Cola & Wendy's Free Breakfast for a Year 2021 Instant Win and Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States or the District of Columbia who are 16 years of age or older at the time of entry. Employees and non-employee workers of Wendy's National Advertising Program, Inc., Quality Is Our Recipe, LLC and Wendy's International, LLC (collectively "Wendy's"), The Coca-Cola Company, Coca-Cola bottlers, 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 Promotion 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 Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Promotion consists of an Instant Win game (the "Instant Win Game") and a Sweepstakes (the "Sweepstakes").

**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 Promotion, 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 Promotion.

**4. Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET"), April 12, 2021 and ends at 11:59 p.m. ET, May 23, 2021 (the "Promotion Period"). The Instant Win Game may end earlier, when all game pieces are depleted. The Sweepstakes is comprised of 42 daily entry periods, each a calendar day beginning at 12:00 a.m. ET and ending at 11:59 p.m. ET (each a "Daily Entry Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.

**5. How to Participate:** There are two (2) ways to enter the Sweepstakes and two (2) ways to play the Instant Win Game, if you are eligible.

### **Sweepstakes**

- a) Purchase any size cold beverage in a promotional cup at a participating U.S. Wendy's restaurant:** During the Promotion Period, purchase any size cold beverage in a promotional cup at a participating U.S. Wendy's restaurant. Find the QR code on the cup and, using your mobile device, scan the QR code. Next, follow the links and instructions to complete the registration form, including providing your email address and date of birth. After all steps are completed, you automatically will receive one (1) entry into the drawing for the applicable Daily Entry Period.

Message and data rates apply to use of mobile device for entry. You may be charged by your wireless carrier for participating via mobile device. It is therefore recommended that you consult your wireless carrier's pricing plan BEFORE participating via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

- b) **Free online entry method:** During the Promotion Period, to enter without making a purchase or scanning a QR code, navigate to this section and then [CLICK HERE](#) and follow the links and instructions to complete and submit the registration form, including your full name and email address. After all steps are completed, you automatically will receive one (1) entry into the drawing for the applicable Daily Entry Period.

### **Instant Win Game**

For the Instant Win Game, 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 U.S. Wendy's restaurant:** During the Promotion Period, purchase a medium or large size cold beverage in a promotional cup at a participating U.S. 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 mail-in entry method:** During the Promotion Period, to obtain a Sticker without making a purchase or visiting a U.S. Wendy's restaurant, print your name, street address, day and evening phone numbers, email address, and date of birth on a 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 Free Breakfast for a Year 2021 - **Free Sticker**," c/o Merkle Inc., P.O. Box 5011, Department 846857, Kalamazoo, MI 49003-5011, to request a Sticker. Sponsor/Administrator will fulfill requests while supplies last. Mail-in requests must be postmarked by May 24, 2021 and received by June 1, 2021 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 Instant Win Game Methods:** Once you have obtained a Sticker, peel off the Sticker to see if you are a potential instant winner. Your sticker will include instructions on how to claim your prize or redeem your coupon.

Promotion Limit: Regardless of method of entry, one (1) Instant Win Game play and one (1) Sweepstakes entry per person per day during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries/plays by using multiple/different email addresses, identities, devices, registrations or logins, or any other methods will void that participant's plays/entries and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that participant. 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 participant. 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.

**6. ALL POTENTIAL WINNING PLAYS AND SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF A STICKER OR SWEEPSTAKES SO INDICATE OR EVEN IF PARTICIPANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY AND**

**PARTICIPANT'S WINNING PLAY AND/OR SWEEPSTAKES WIN HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VERIFICATION PROCESS.**

**7. Promotion Prize Selection and Verification of Potential Winners:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

For the Instant Win Game: Each Instant Win Game Grand Prize 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, printed on a paper, to: "Coca-Cola and Wendy's Free Breakfast for a Year 2021 – **Prize Claim #251933**," c/o Merkle Inc., P.O. Box 5011, Department 846857, Kalamazoo, MI 49003-5011. Copying the Sticker before sending is recommended. Facsimiles, 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 June 21, 2021 and received by June 28, 2021.** All materials submitted become property of Sponsor and will not be returned. Once an Instant Win Game Grand Prize Sticker is received by Administrator, the potential Instant Win Game 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 five (5) business days of the date notice or attempted notice is sent, in order to claim his/her prize. Further, each potential Instant Win Game Grand Prize winner, if he/she does not already have one, will need to sign up, establish, agree to and abide by the Terms and Conditions, and use for redemption a free Wendy's account and provide his/her account information, including the email associated with his/her account, to Administrator within five (5) business days of the date notice of attempted notice is sent, in order to claim his/her prize. If any potential winner does not claim his/her prize according to the instructions on the Sticker and in these Official Rules or within the required time period, cannot be contacted, or fails to sign and return the Declaration and/or other required forms within the required time period, or if a prize is returned as undeliverable, he/she is disqualified and forfeits the applicable prize.

For the Sweepstakes: Administrator will randomly select each potential Daily Entry Period winner from all eligible entries received during the applicable Daily Entry Period. Each drawing will occur on the day after the applicable Daily Entry Period. Non-winning entries will **not** be included in subsequent Daily Entry Period drawings. Each potential Sweepstakes winner will be notified by email.

Each potential Sweepstakes 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 (except where prohibited), which must be received within five (5) business days of the date notice or attempted notice is sent, in order to claim his/her prize. Further, each potential Sweepstakes winner, if he/she does not already have one, will need to sign up and establish a free Wendy's account and provide his/her account information, including the email associated with his/her account, to Administrator within five (5) business days of the date notice of attempted notice is sent, in order to claim his/her prize. In the event that a Sweepstakes potential winner cannot be contacted, forfeits the prize, fails to return the Declaration within the required time frame, is disqualified for any reason, or if a prize is returned as undeliverable, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to three (3) alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded.

## 8. Prizes:

### a. Sweepstakes Prize:

42 GRAND PRIZES (One (1) AWARDED PER DAILY ENTRY PERIOD): Wendy's Free Breakfast for a Year, awarded as a Wendy's account digital offer redeemable for a free Breakfast combo, refreshed daily for one year, at a participating U.S. Wendy's restaurant. Limit one (1) digital coupon per customer per day. 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, Grand Prize Award expires 365 days after first claim of the digital offer and no later than 12/31/2022. Failure to use digital offer prior to the expiration date will result in offer forfeiture. Approximate Retail Value ("ARV"): \$2,066.

The odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the applicable Daily Entry Period.

### b. Instant Win Game Prizes/Coupons:

10 GRAND PRIZES: Wendy's Free Breakfast for a Year, awarded as a Wendy's account digital offer redeemable for a free Breakfast combo, refreshed daily for one year, at a participating U.S. Wendy's restaurant. Limit one (1) digital coupon per customer per day. 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, Grand Prize Award expires 365 days after first claim of the digital offer and no later than 12/31/2022. Failure to use digital offer prior to the expiration date will result in offer forfeiture. ARV: \$2,066.

Approximate odds of receiving this prize are 1 in 4,709,672.

9,419,345 ANY SIZE SOFT DRINK COUPONS: A coupon redeemable for a **free any size Soft Drink with any purchase at a participating U.S. Wendy's restaurant**. Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$2.43.

9,419,345 ORANGE JUICE COUPONS: A coupon redeemable for a **free Orange Juice with any purchase at a participating U.S. Wendy's restaurant**. Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$2.21.

9,419,345 SMALL SEASONED POTATOES COUPONS: A coupon redeemable for a **free Small Seasoned Potatoes with any breakfast purchase at a participating U.S. Wendy's restaurant**. Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$1.22.

7,064,509 SMALL FROSTY®-CCINO COUPONS: A coupon redeemable for a **free Small Frosty-ccino with any purchase at a participating U.S. Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 7. 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$2.52.

4,709,672 HONEY BUTTER CHICKEN BISCUIT COUPONS: A coupon redeemable for a **free Honey Butter Chicken Biscuit with any breakfast purchase at a participating U.S. Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 10. 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$3.25.

4,709,672 CROISSANT SANDWICH COUPONS: A coupon redeemable for a **free Croissant Sandwich with any breakfast purchase at a participating U.S. Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 10. 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$4.13.

2,354,826 FREE BREAKFAST BACONATOR™ COUPONS: A coupon redeemable for a **free Breakfast Baconator with any breakfast purchase at a participating U.S. Wendy's restaurant.** Coupon is transferrable. Approximate odds of receiving this coupon are 1 in 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 U.S. Wendy's restaurants. Terms and conditions apply, expires 6/18/2021. Failure to use coupon prior to the expiration date will result in coupon forfeiture. ARV of this coupon: \$4.09.

For All Prize and Coupons: No substitution, exchange or transfer of prize by any winner. Except where prohibited, Sponsor reserves the right to substitute any prize for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Sweepstakes Prize and one (1) Instant Win Game Prize per person. Total ARV of all Sweepstakes prizes: \$86,772. Total ARV of all Instant Win Game prizes: \$20,600. Total ARV of all coupons exceeds \$117 million.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes participant's consent for Sponsor and its designees to use participant's name, prize information, likeness, city and state of residence for promotional purposes in any media without further consideration.

**10. General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly-scheduled maintenance, outbreak of widespread illness, pandemic, or other similar occurrence, civil unrest, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of 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 Promotion 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 Promotion 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 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 Promotion, participants agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Wendy's National Advertising Program, Inc., Quality Is Our Recipe, LLC, and Wendy's International, LLC, Merkle Inc., and their respective parents, subsidiaries, affiliates, franchisees, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "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 participant's participation in the Promotion or receipt, use or misuse of any prize; (g) any damage to an participant's or other person's computer system or Digital Device which is caused or occasioned by accessing the Online Entry Method, Official Website or a Released Party's Official Website or redemption page, participating in the Instant Win Game, any Sweepstakes drawing or claiming an Instant Win or Sweepstakes drawing 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. 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 Promotion and in no event shall the Released Parties be liable for attorney's 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 Sweepstakes entry or Instant Win Game play, 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.

**12. Disputes:** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 entering any Promotion, 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 Promotion, 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. Promotion Results:** For a list of major prize winners, visit <https://bit.ly/3aqYuDE>. The winner list will be posted after winner confirmation is complete.

**14. Participant's Personal Information:** Information collected from participants is subject to 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>.