WENDY'S MAGICAL WATCH AND WIN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR SALES PRESENTATION NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND, OR OPTING-IN FOR MORE INFORMATION, WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT AND BACKGROUND CHECK MAY BE REQUIRED TO RECEIVE ANY PRIZE IN THIS SWEEPSTAKES.

1. **SPONSOR:** Talk WW Production, Inc. ("Sponsor"), 226 W. 26th Street, 4th Floor, New York, NY 10001.

2. **ADMINISTRATOR:** Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033, U.S.A., the independent agency administering this promotion.

3. **ELIGIBILITY:** The *Wendy's Magical Watch and Win Sweepstakes* ("Promotion") is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia ("Territory"), who are at least 18 years of age, or the age of majority in his/her jurisdiction of residence, as of date of entry. Officers, directors, and employees (and members of their household or immediate family, *i.e.*, parents, children, spouse, siblings, grandparents, the step-parents, step-children, and step-siblings of each and persons residing in such immediate family members' household) of Sponsor, Administrator, Disney Destinations, LLC ("Disney"), Fox Television Stations, Inc., their respective parent, related, affiliated and subsidiary companies, all other entities involved in the creation, administration, or fulfillment of the Promotion and their respective successors and assigns are not eligible to enter or win. Participation constitutes full and unconditional agreement to these official rules ("Rules"). Potential Periodic Sweepstakes Prize Winner ("Potential Winner") and his or her selected guests ("Guests") must first submit to such background check and cooperate with Sponsor in any way that Sponsor requests in order to be eligible to receive the Prize (as defined below). Sponsor reserves the right, in its sole discretion, to disqualify any Potential Winner and/or Guests based on such background check if Sponsor determines, in its sole discretion, that awarding the Prize to such Potential Winner might reflect negatively on Sponsor. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning is contingent upon fulfilling all requirements set forth herein. ***Void in Alaska, Hawaii, Guam, the U.S. Virgin Islands, Puerto Rico, U.S. military installments in foreign countries, all other U.S. territories and possessions, and where prohibited or restricted by law.***

4. **TIMING:** The Promotion begins at 10:00:00 a.m. Eastern Time ("ET") on February 3, 2014 and ends at 11:59:59 p.m. ET on March 2, 2014 ("Promotion Period"). Sponsor's computer will be the official clock for this Promotion. During the Promotion Period, there will four (4) Periodic Sweepstakes Periods as set forth below

Periodic Sweepstakes	Start Date (as of 12:00:00 AM ET that day except for 2/03/14 which will start at 10:00:00 AM ET)	End Date (as of 11:59:59 PM ET that day)	Random Drawing Date On or About	Notification Date On or About
1	2/03/14	2/09/14	3/04/14	3/06/14
2	2/10/14	2/16/14	3/04/14	3/06/14
3	2/17/14	2/23/14	3/04/14	3/06/14
4	2/24/14	3/02/14	3/04/14	3/06/14

Note: Non-winning entries into one Periodic Sweepstakes will not roll over into future Periodic Sweepstakes.

5. **HOW TO ENTER:** During the Promotion Period, an eligible entrant ("Entrant") may register on-line by going to www.wendysmagicalwatchandwin.com (the "Website"). If the Entrant is logging on to the Website for the first time, he/she will then be taken to a registration page where the Entrant must complete all of the requested information, including without limitation, enter and confirm his/her valid e-mail address, enter his/her complete first and last name (no initials), mailing address, telephone number, the "Word of the Day" which will be announced each weekday during the Promotion Period on the Wendy Williams Show, affirm that he/she is at least eighteen (18) years old and agree to these Rules. In order to be an eligible entry, each "Word of the Day" must be spelled correctly as it appears on The Wendy Williams Show. Normal Internet access and usage charges imposed by an Entrant's online service provider will apply. Data rates may apply to any entry via a Mobile Device. Entrant should check his/her wireless provider's customer pricing plan as carrier specific charges for mobile usage may apply. Entrants are solely responsible for any such wireless charges. Not all wireless carriers participate.

   After completing registration, the Entrant will receive one (1) entry into the Periodic Sweepstakes active on the date of entry. An Entrant may visit the Website each day during the Promotion Period and receive another entry into the Periodic Sweepstakes on the date of entry. An Entrant is limited to receiving one (1) entry for each "Word of the Day," for a maximum of five (5) entries per each Periodic Sweepstakes. Each "Word of the Day" may only be used during Periodic Sweepstakes in which it is announced. *For example, the Word of the Day on February 4, 2014 may only be used until 11:59:59 PM on February 9, 2014 to enter the Promotion.* Entrants will not be allowed to change their physical address or e-mail address.

   Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different e-mail addresses, identities, registrations and logins, or any other methods will void the Entrant's entries and that Entrant will be disqualified in the sole discretion of Sponsor. Any use of any micro, robotic, automatic, programmed, or like entry

methods will void all such entries affected by such methods and Entrants using such methods will be disqualified. ATTEMPTS BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND IF SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

6. **PERIODIC SWEEPSTAKES WINNERS SELECTION**: The odds of winning a Periodic Sweepstakes Prize, defined in Section 7 below, depend upon the number of eligible entries received during the Periodic Sweepstakes. Administrator decisions, along with the Sponsor's, as to the administration and operation of the Promotion and the selection of the potential Periodic Sweepstakes Prize Winners are final and binding in all matters related to the Promotion. Administrator will randomly select one (1) potential Periodic Sweepstakes Prize Winner from all eligible entries received during each Periodic Sweepstakes, on or around March 4, 2014 for a total of four (4) Periodic Sweepstakes Prize winners. Each selected Periodic Sweepstakes Prize Winner is deemed a potential Periodic Sweepstakes Prize Winner pending verification of the winner's eligibility and compliance with the Rules. Each potential Periodic Sweepstakes Prize Winner will be notified by e-mail and/or telephone on or about March 6, 2014. If a potential Periodic Sweepstakes Prize Winner cannot be contacted within five (5) business days from the date the potential Periodic Sweepstakes Prize Winner notification is attempted, fails to execute and return background check authorization and an Affidavit of Eligibility/Liability/Publicity Release within the required time, is found to be ineligible or is non-compliant with the Rules for any reason, then the potential Periodic Sweepstakes Prize Winner forfeits a Periodic Sweepstakes Prize and Sponsor may select another potential Periodic Sweepstakes Prize Winner. Guests of Prize Winner (or, Guest's parent/legal guardian if guest is deemed a minor in the state of his/her residence) will also be required to submit to a background check authorization. Sponsor reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding a Periodic Sweepstakes Prize to such potential Periodic Sweepstakes Prize Winner or allowing the Guest to participate in the Periodic Sweepstakes Prize might reflect negatively on Sponsor. In the event that the potential Periodic Sweepstakes Prize Winner is disqualified for any reason, Sponsor will award a Periodic Sweepstakes Prize to an alternate Periodic Sweepstakes Prize Winner by random drawing from among all remaining eligible entries for the applicable Periodic Sweepstakes Prize. In such cases where a Periodic Sweepstakes Prize is not accepted or where a Periodic Sweepstakes Prize Winner has forfeited a Periodic Sweepstakes Prize Winner, there will, as necessary, be up to three (3) alternate drawings from the pool of entries into the applicable Periodic Sweepstakes, Administrator will randomly select, as necessary, be up to three (3) alternate potential winners from the pool of eligible entries in the applicable Periodic Sweepstakes to whom the applicable Sweepstakes Prize may be awarded. No more than four (4) Periodic Sweepstakes Prizes, one for each Periodic Sweepstakes, will be awarded during this Promotion. Each Entrant may only win one (1) Periodic Sweepstakes Prize.

7. **PRIZES & APPROXIMATE RETAIL VALUE ("ARV"):**

A. Periodic Sweepstakes Prizes (4): "Periodic Sweepstakes Prizes" shall consist of the following:

i. *The Periodic Sweepstakes Prize for the Periodic Sweepstakes 1* consists of a five (5) day/four (4) night vacation package for a Periodic Sweepstakes Prize Winner and up to three (3) "Guests", to the *Walt Disney World®* Resort. The Periodic Sweepstakes Prize will include: **[1]** roundtrip coach/economy class airfare for the Periodic Sweepstakes Prize Winner and up to three (3) of his/her Guests between the major commercial airport closest to a Periodic Sweepstakes Prize Winner's residence (as determined by Sponsor in its sole discretion) and the Orlando International Airport (if a Periodic Sweepstakes Prize Winner lives within 250 miles of a *Walt Disney World®* Resort airfare and roundtrip airport ground transfers will not be provided); **[2]** four (4) roundtrip ground transfers between the Orlando International Airport and the *Walt Disney World®* Resort via *Disney's Magical Express®* Motor Coach Service; **[3]** room accommodations consisting of one (1) hotel room (based on quad-occupancy per room) for four (4) nights at a *Walt Disney World®* Resort hotel selected by Sponsor in its sole discretion; **[4]** up to four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper®* and *Water Park Fun & More* Options (subject to restrictions) – one for the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[5]** one (1) $500 Disney Gift Card for the Periodic Sweepstakes Prize Winner; **[6]** the services of one (1) Disney VIP Tour Guide for eight (8) hours on one (1) day of the trip; **[7]** one (1) Disney Character Dining experience the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[8]** spa treatment(s) for the Periodic Sweepstakes Prize Winner and his/her Guests (over the age of 18) with a maximum total value of $200.00; and **[9]** a "Welcome Basket" for a Periodic Sweepstakes Prize Winner only in his/her hotel room.

The ARV for Periodic Sweepstakes 1 is $8,667.48. The ARV is based on a Periodic Sweepstakes Prize Winner having three (3) Guests. ARV may vary from actual value, depending on date and point of departure, and number of Guests. Any difference between stated and actual value shall not be awarded.

ii. *The Periodic Sweepstakes Prize for the first Periodic Sweepstakes 2* consists of a five (5) day/four (4) night vacation package for a Periodic Sweepstakes Prize Winner and up to three (3) "Guests", to the *Walt Disney World®* Resort. The Periodic Sweepstakes Prize will include: **[1]** roundtrip coach/economy class airfare for the Periodic Sweepstakes Prize Winner and up to three (3) of his/her Guests between the major commercial airport closest to a Periodic Sweepstakes Prize Winner's residence (as determined by Sponsor in its sole discretion) and the Orlando International Airport (if a Periodic Sweepstakes Prize Winner lives within 250 miles of a *Walt Disney World®* Resort airfare and roundtrip airport ground transfers will not be provided); **[2]** four (4) roundtrip ground transfers between the Orlando International Airport and the *Walt Disney World®* Resort via *Disney's Magical Express®* Motor Coach Service; **[3]** room accommodations consisting of one (1) hotel room (based on quad-occupancy per room) for three (3) nights at a *Walt Disney World®* Resort hotel selected by Sponsor in its sole discretion; **[4]** room

accommodations for one (1) night stay at the Cinderella Castle Suite in the *Magic Kingdom*® Park at Walt Disney World® Resort with select food and beverage snacks and breakfast at Cinderella Royal Table; **[5]** up to four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper*® and *Water Park Fun & More* Options (subject to restrictions) – one for the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[6]** one (1) $500 Disney Gift Card for the Periodic Sweepstakes Prize Winner; **[7]** the services of one (1) Disney VIP Tour Guide for eight (8) hours on one (1) day of the trip; **[8]** one (1) Disney Character Dining experience the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[9]** one (1) Bibiddi Bobiddi Boutique Princess Package for a Guest who is between the ages of 3-12 and who can choose from three (3) different hair styles-Fairytale Princess, Disney Diva and Pop Princess; and **[10]** a "Welcome Basket" for a Periodic Sweepstakes Prize Winner only in his/her hotel room.

The ARV for Periodic Sweepstakes 2 is $10,082.48. The ARV is based on a Periodic Sweepstakes Prize Winner having three (3) Guests. ARV may vary from actual value, depending on date and point of departure, and number of Guests. Any difference between stated and actual value shall not be awarded.

iii. *The Periodic Sweepstakes Prize for the Periodic Sweepstakes 3* consists of a five (5) day/four (4) night vacation package for a Periodic Sweepstakes Prize Winner and up to three (3) "Guests", to the *Walt Disney World*® Resort. The Periodic Sweepstakes Prize will include: **[1]** roundtrip coach/economy class airfare for the Periodic Sweepstakes Prize Winner and up to three (3) of his/her Guests between the major commercial airport closest to a Periodic Sweepstakes Prize Winner's residence (as determined by Sponsor in its sole discretion) and the Orlando International Airport (if a Periodic Sweepstakes Prize Winner lives within 250 miles of a *Walt Disney World*® Resort airfare and roundtrip airport ground transfers will not be provided); **[2]** ground transfers between the Orlando International Airport and the *Walt Disney World*® Resort via a towncar or other service as determined by the Sponsor in its solve and absolute discretion; **[3]** room accommodations consisting of one (1) one-bedroom suite or villa (for a maximum of four (4) persons and based on availability) for four (4) nights at a *Walt Disney World*® Resort hotel selected by Sponsor in its sole discretion; **[4]** up to four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper*® and *Water Park Fun & More* Options (subject to restrictions) – one for the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[5]** one (1) $500 Disney Gift Card for the Periodic Sweepstakes Prize Winner; **[6]** the services of one (1) Disney VIP Tour Guide for eight (8) hours on one (1) day of the trip; **[7]** one (1) Disney Character Dining experience the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[8]** one (1) Disney Signature Dining experience for four (4) persons; and **[9]** a "Welcome Basket" for a Periodic Sweepstakes Prize Winner only in his/her hotel room.

The ARV for Periodic Sweepstakes 3 is $10,492.48. The ARV is based on a Periodic Sweepstakes Prize Winner having three (3) Guests. ARV may vary from actual

value, depending on date and point of departure, and number of Guests. Any difference between stated and actual value shall not be awarded.

iv. *The Periodic Sweepstakes Prize for the Periodic Sweepstakes 4* consists of a five (5) day/four (4) night vacation package for a Periodic Sweepstakes Prize Winner and up to three (3) "Guests", to the *Walt Disney World®* Resort. The Periodic Sweepstakes Prize will include: **[1]** roundtrip coach/economy class airfare for the Periodic Sweepstakes Prize Winner and up to three (3) of his/her Guests between the major commercial airport closest to a Periodic Sweepstakes Prize Winner's residence (as determined by Sponsor in its sole discretion) and the Orlando International Airport (if a Periodic Sweepstakes Prize Winner lives within 250 miles of a *Walt Disney World®* Resort airfare and roundtrip airport ground transfers will not be provided); **[2]** ground transfers between the Orlando International Airport and the *Walt Disney World®* Resort via a towncar or other service as determined by the Sponsor in its solve and absolute discretion; **[3]** room accommodations consisting of one (1) hotel room (based on quad-occupancy per room) for four (4) nights at a *Walt Disney World®* Resort hotel selected by Sponsor in its sole discretion; **[4]** up to four (4) 5-Day *Magic Your Way* Tickets with *Park Hopper®* and *Water Parks Fun & More* Options (subject to restrictions) – one for the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[5]** one (1) $500 Disney Gift Card for the Periodic Sweepstakes Prize Winner; **[6]** the services of one (1) Disney VIP Tour Guide for eight (8) hours on one (1) day of the trip; **[7]** one (1) Disney Character Dining experience the Periodic Sweepstakes Prize Winner and each of his/her Guests; **[8]** one (1) "Disney Shopping Spree" for the Periodic Sweepstakes Prize Winner awarded in the form of a $500 Disney Gift Card; and **[9]** a "Welcome Basket" for a Periodic Sweepstakes Prize Winner only in his/her hotel room.

The ARV for Periodic Sweepstakes 4 is $9,142.48. The ARV is based on a Periodic Sweepstakes Prize Winner having three (3) Guests. ARV may vary from actual value, depending on date and point of departure, and number of Guests. Any difference between stated and actual value shall not be awarded.

Each Periodic Sweepstakes Prize may only be awarded to a winner 18 years or older. Guests must be 18 or the age of majority in his/her jurisdiction of residence, unless Guest is the child or legal ward of a Periodic Sweepstakes Prize Winner. All Guests (or, Guest's parent/legal guardian if guest is deemed a minor in the state of his/her residence) must execute and return a background check authorization and a liability/publicity release prior to issuance of travel documents.

The Periodic Sweepstakes Prize must be completed prior to March 31, 2015. All Periodic Sweepstakes Prize-related travel arrangements will be administered by Sponsor's authorized designee. All travel must be booked prior to departure. Periodic Sweepstakes Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. Periodic Sweepstakes Prize Winner and his/her Guests will be required to travel on identical itineraries including the same departure date and return date. Air transportation and

hotel accommodations must be taken together and cannot be taken separately. Guests must stay in the hotel rooms awarded to Periodic Sweepstakes Prize Winner. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. All airline tickets issued in conjunction with a Periodic Sweepstakes Prize are not eligible for upgrades, frequent flyer miles or any other promotional benefit. Sponsor will not replace any lost or stolen tickets (including any event tickets or admission passes), travel vouchers or certificates or similar items once they are in a Periodic Sweepstakes Prize Winner's possession or in the possession of a Guest. Travel must be roundtrip. Sponsor will determine flight itinerary in its sole discretion. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor 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 Rules and those set forth by Sponsor's air travel prize supplier, as detailed in the passenger ticket contract issued by such supplier. If a Periodic Sweepstakes Prize Winner elects to travel or partake in a Periodic Sweepstakes Prize with fewer Guests than allowed for or no Guests, no additional compensation will be awarded to a Periodic Sweepstakes Prize Winner.

All costs and expenses not specifically included herein are solely a Periodic Sweepstakes Prize Winner's responsibility as are all federal, state and local taxes. A Periodic Sweepstakes Prize Winner and his/her Guests are solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). A Periodic Sweepstakes Prize Winner and Guests hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Trip. It is the responsibility of a Periodic Sweepstakes Prize Winner and his/her Guests to arrive at the designated gateway airport in time for each flight that is part of a Periodic Sweepstakes Prize.

A Periodic Sweepstakes Prize Winner and his/her Guests are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, and any other fees and expenses not specifically mentioned in these Rules. A Periodic Sweepstakes Prize Winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Any damage to the room attributed to a Periodic Sweepstakes Prize Winner and/or his/her Guests will be the responsibility of a Periodic Sweepstakes Prize Winner.

For instructions as to how the Disney Gift Card can be used visit http://disney.go.com/disneygiftcard/index.html (subject to Terms and Conditions*).*

Sponsor bears no responsibility if any event, element or detail of a Periodic Sweepstakes Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a Periodic Sweepstakes Prize become unavailable, the Sponsor shall have no obligation to a Periodic Sweepstakes Prize Winner aside from providing the travel portion of a Periodic Sweepstakes Prize, minus any unavailable event, element or detail. A Periodic Sweepstakes Prize Winner and

his/her Guests shall be subject to all terms and conditions printed on any ticket issues in conjunction with a Periodic Sweepstakes Prize. In the event a Periodic Sweepstakes Prize Winner and/or Guest(s) is denied entry into any ticketed location or is removed or barred from any ticketed location for any other reason, the Sponsor is not responsible and no further compensation or award will be provided.

B. Total ARV: The ARV for all Periodic Sweepstakes Prizes in this Promotion is $38,384.92.

C. Prize Conditions: All benefits and payments are personal to each winner and are not redeemable for cash and are neither assignable nor transferable.

Each Periodic Sweepstakes Prize Winner is responsible for paying all taxes. The award of a prize is subject to applicable withholding requirements. A Periodic Sweepstakes Prize Winner will receive an IRS Form 1099 reflecting the actual final retail value of his/her Periodic Sweepstakes Prize.

Any portion of a prize not accepted or used by a Periodic Sweepstakes Prize Winner will be forfeited, and Sponsor shall not be responsible for any inability of Periodic Sweepstakes Prize Winner to accept or use any portion of the prize for any reason. No substitution or transfer of a prize except with Sponsor's permission or where required by law is allowed. If for any reason a prize becomes unavailable, Sponsor may award a substitute prize of equal or greater value. Award of a prize is subject to verification of eligibility and compliance with all rules.

8. INTERNET/LIMITATIONS OF LIABILITY: Sponsor, Wendy Williams – individually, Administrator, Disney, Fox Television Stations, Inc., their respective parents, related, affiliated and subsidiary companies, their advertising, promotion and web design agencies, all other entities involved in the creation, administration, or fulfillment of the Promotion or the transmission of The Wendy Williams Show during the Sweepstakes Period and their respective successors, assigns, directors, officers, employees, agents and independent contractors (individually and collectively, “Releasees”) are not responsible for technical malfunctions of any kind, including but not limited to interrupted or unavailable network server or other connections; miscommunications; failed, partial, or garbled telephone or computer transmissions; jumbled, scrambled or misdirected Entries or transmissions; telephone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; other errors, omissions, interruptions, or deletions of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; or for any damage to any person's computer related to participating in the Promotion. Additionally, Releasees are not responsible for illegible, unintelligible, late, lost or stolen Entries; incorrect or inaccurate Entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion; or for any technical or human errors which may occur in the processing of any Entries in the Promotion. Any person attempting to enter using multiple e-mail addresses, multiple identities or any other device or artifice to enter multiple times or to interfere with the proper administration of the Promotion will be disqualified from participation in the

Promotion. Additionally, any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. Administrator reserves the right to disqualify any individual found or suspected, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Rules; or to be acting with the intent to disrupt the normal operation of the Promotion. If, in the judgment of Administrator, the Promotion is compromised by viruses, bugs, non-authorized human intervention or other causes that corrupt, or may corrupt the administration, security, fairness or intended proper play of the Promotion, so that it cannot be conducted as originally planned, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Promotion (except where prohibited by law); and in such event, to select the winners by such method as Sponsor in its sole discretion shall consider equitable. **RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS ANY PRIZE OR ANY COMPONENT OF A PRIZE. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, ENTRANTS SHOULD CHECK THEIR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY APPLY TO THEM.**

9. **PRIVACY POLICY:** Except where prohibited or restricted by law, a Periodic Sweepstakes Prize Winner's acceptance of prize constitutes a Periodic Sweepstakes Prize Winner's agreement and consent for Sponsor and its successors, assigns, transferees, licensees, and sublicensees to use and/or publish Periodic Sweepstakes Prize winner's full name, city and state of residence, photographs or other likenesses, Entry, pictures, portraits, voice, testimonials, biographical information (in whole or in part), and/or statements made by Periodic Sweepstakes Prize Winner regarding the Promotion or Sponsors, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade, syndication and/or promotion on behalf of Sponsors, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, digital or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, which rights winner acknowledges and agrees Sponsors can transfer, assign, license, and/or sublicense. By entering the Promotion, Entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Sweepstakes and awarding the prize. In addition, if Entrants opt-in for more information, Entrants agree to Sponsor's use of Entrant's personal information in accordance with the Sponsor's Privacy Policy: http://www.wendyshow.com/wendy/qa-with-wendy/privacy-policy/ and Administrator's Privacy Policy: http://www.prizelogic.com/privacy-policy/. If Entrants elect to receive occasional updates, special offers and other information from Disney and its affiliated and associated companies about their products and services, Entrants' personal information may be shared with those companies.

10. **GOVERNING LAW:** The terms of this Promotion shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of New York, U.S.A. Any dispute or claim arising out of or in connection with this Promotion or these Rules (excluding, for this purpose, any dispute or claim arising out of or in connection with the use of the Periodic Sweepstakes Prizes) shall be submitted exclusively to the District Court in and for New York County, New York, U.S.A. (or if the District Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without a jury. **All Entrants consent to the jurisdiction of such court and to the service of process outside the State of New York pursuant to the requirements of such court in any matter submitted to it, and they expressly waive the right to a jury trial.**

    Any dispute or claim arising out of or in connection with the use of the Periodic Sweepstakes Prizes shall be submitted exclusively to the Circuit Court in and for Orange County, Florida, U.S.A. (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without a jury. **All Entrants consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter submitted to it, and they expressly waive the right to a jury trial.**

    THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, 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. ANY CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. For the avoidance of doubt and notwithstanding anything to the contrary in this Section 10, the rights of the Sponsor, Disney, and its related and affiliated companies and all entities associated with the administration of the Promotion are not limited in any manner under this Section 10.

11. **RELEASE:** By participating, each Entrant releases and agrees to indemnify and hold harmless Releasees from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Promotion, or arising out of participation in any Promotion or Promotion-related activity, or the receipt, use, or misuse of a prize.

12. **GENERAL & AGREEMENT TO RULES:** By entering the Promotion, Entrants agree to abide by these Rules. In no event will more prizes be awarded than are stated in these Rules. The Promotion is subject to all applicable federal, state, provincial, territorial and local laws.

13. **WINNERS LIST:** To obtain the Winners names, send a properly stamped self-addressed envelope, to be received by June 15, 2014, to the Wendy's Magical Watch and Win Sweepstakes Winners List, P.O. Box 251328, West Bloomfield, MI 48325, U.S.A. Vermont residents may omit return postage.

Customer services inquiries can be made at Contact Us.

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