WENDY’S CONDUCTOR FOR THE DAY CONTEST RULES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE CONTEST.

A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

Void where prohibited by law.

BY ENTERING THE CONTEST, PARTICIPANTS UNCONDITIONALLY AGREE TO ACCEPT AND BE BOUND BY ALL TERMS OF THESE OFFICIAL RULES. By entering the contest, you here by represent and warrant that you have read these Official Rules and are fully familiar with its contents.

1) Contest Timing: The Wendy’s Conductor For The Day contest (the “Contest”) begins on Monday September 16, 2019 and ends at on Sunday October 6, 2019 (the “Contest Period”).

2) Eligibility: The Contest is open only to legal residents of the 50 United States & District of Columbia who are 18 years of age or older as of the date of entry. Employees of the Columbus Zoo and Aquarium (the “Sponsor”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies and their immediate family members (spouses and biological, adoptive, and step-parents, grandparents, children, grandchildren, and siblings and each of their respective spouses, regardless of where they live) and household members of each (whether related or not), are not eligible to participate or win.

3) How to Enter the Contest: There is NO PURCHASE NECESSARY to participate in the Contest. A purchase does not increase your chances of winning. During the Contest Period, you may enter the Contest by visiting the Columbus Zoo and Aquarium web page at https://www.columbuszoo.org/conductor. In order to enter, you must provide the correct password, “ALLABOARD” which is available at any Central Ohio Wendy’s during the Contest Period. Entries must be received before 12:00 a.m. ET on Monday, October 7, 2019 to be eligible for the prize drawing. The timing of receipt of an entry will be determined solely by Sponsor. Limit one (1) entry per person. Normal Internet access and usage charges imposed by your online service may apply.

4) Random Drawing: The random drawings for selection of the winner (1) and runners up (100) will take place the following week after the Contest Period. Odds of winning are dependent upon the number of eligible entries received. The winner will be notified directly by email and on the Columbus Zoo and Aquarium Facebook page. The runners up will be notified directly by email.

5) Prizes and Approximate Retail Value (“ARV”):

   Grand Prize (1):
   • 6 Zoo admission tickets ($16.99 ea)
   • 6 ride wristbands ($14.99 ea)
Behind the scenes train tour
• Private train ride ($2 per person)
• Family photo

Runner Up Prize (100)
• 4 ride wristbands ($14.99 ea)

6) General Rules: By participating in the Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Failure to comply will result in disqualification and an alternate winner will be selected. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner’s name and/or likeness and entry for purposes of advertising and trade without further compensation, including a winner list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Sponsor and its agencies and partners are not responsible for technical, hardware, software, or malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the entry process or the Contest or by any human error which may occur in the processing of the entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the entry form or Contest. In the event of a dispute as to any entry, the authorized account holder of the account used to register will be deemed to be the entrant. Winner may be required to show proof of being the authorized account holder of the account associated with the entry. Sponsor (as identified in these Official Rules) is not responsible for the failure of any entry to be received by Sponsor on account of technical problems or congestion on the internet or at any website. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest or entry process may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt the administration, security, fairness, integrity or proper conduct of the Contest or entry process, then the Sponsor reserves the right at its sole discretion to cancel the Contest and select the applicable winners in random drawings from among all eligible entries received prior to cancellation. By participating in the Contest, the entrant agrees that Sponsor, prize providers, Facebook, their respective parents, subsidiaries, affiliated companies, agents, retailers, advertising and Contest agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents, will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly
or indirectly, from entry creation, the acceptance, possession, use or misuse of the prize, if applicable or participation in the Contest or participation in any Contest or related activity. Prizes are provided “as is” without warranty of any kind, either express or implied, by Sponsor. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF WINNER.

All federal, state and local laws and regulations apply. The Contest and the Official Rules will be governed, construed and interpreted under the laws of the State of Ohio in the United States of America, without regard to its or any other jurisdiction’s choice of law provisions. By entering into the Contest, you agree that any litigation arising out of or relating to the Contest will be brought in the federal and state courts located in the appropriate court in Ohio and the parties hereby consent to the personal jurisdiction and venue therein. Any provision of the Official Rules deemed unenforceable will been forced to the extent permissible, and the remainder of these Official Rules will remain in effect.

7) **Sponsor/Administrator:** The sponsor and administrator (“Sponsor”) of the Contest is Columbus Zoo and Aquarium, 9990 Riverside Drive, Powell, OH 43065. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. In addition, the various trademarks shown relate to specific products in the prize listings and are owned by their respective owners, and their use in connection with the Contest is to describe the products and does not in any way show sponsorship, endorsement or administration by those entities.