2019 Arby's "Text to Win" Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. This Sweepstakes may not be used to conduct, advertise, or promote any form of gambling.

1. Eligibility.

The Arby's Text to Win Sweepstakes (the "Sweepstakes") is open only to natural persons who are legal residents of the United States, at least 18 years old, as of August 5, 2019, with a valid driver's license, and whose primary residence is located in the State of Indiana. The Sweepstakes and any websites, social media pages, and advertisements relating to the Sweepstakes are intended for viewing only within Indiana. Employees, representatives, officers, and directors of Arby's Indianapolis Advertising Cooperative, Inc. ("Promoter") and the Indianapolis Colts, Inc. ("Club") (collectively, "Released Parties") and their respective parents, affiliates, subsidiaries, or any other entity involved with the development, production, implementation, administration, judging, execution, or fulfillment of the Sweepstakes, together with their immediate families (spouses, parents, siblings, and children) and their household members (whether related or not) are not eligible to participate in the Sweepstakes or win a prize. The Sweepstakes is subject to all applicable federal, state, and local laws. Void where prohibited. One entry per person.

2. Sweepstakes Period.

The Sweepstakes starts on Monday, August 5, 2019 at 12:01 AM EDT and ends on November 24, 2019 at 11:59 PM EST ("Entry Period"). The Sweepstakes, and participation in the Sweepstakes, are subject to these Official Rules. All entries become the property of Club and will not be acknowledged or returned.

3. How to Enter.

Participants may enter in one of two ways: (1) Text Entry Instructions can be obtained by visiting any participating Arby's restaurant, located in the state of Indiana during the Entry Period; or (2) Participants may submit entries via U.S. Mail by sending one 3" x 5" card containing: Participant's first and name, address, city, state, zip, daytime phone number, e-mail address, and date of birth to: The Arby's Text to Win Sweepstakes, 7001 West 56th Street, Indianapolis, IN 46254. Entries submitted by U.S. Mail must be received no later than November 24, 2019. Neither Promoter nor Club assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect, or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials that have been tampered with or altered are void. Only one entry per person will be accepted regardless of entry method. Only one entry per envelope via U.S. Mail will be accepted. All entries become property of Club and will not be returned. Submission of an entry certifies that participant: (1) satisfies the eligibility requirements, and (2) has read and complied with all of the Official Rules of this Sweepstakes and agrees to be bound by the Official Rules. Participants' personally identifiable information will only be used in accordance with the Club's Privacy Policy, as posted on https://www.colts.com/footer/privacy-policy.

4. Winner Selection.

There will be 16 Grand Prize winners and 16 Weekly Prize winners. The potential Grand Prize winners will be chosen at random among eligible entries on or about November 25, 2019. Club, whose decisions will be final, will conduct the random drawing. The potential Weekly Prize winners will be chosen at random among eligible entries every Monday during the Entry Period. The winners do not need to be present to win. Entries are subject to verification and are automatically void and will be rejected if entry contains errors or omissions.

5. Winner Notification.

Prize winners will be notified by a Club representative via telephone, on the day of the drawing. If the prize winner does not acknowledge the prize within 48 hours of notice, an alternative winner will be randomly selected and notified until the Grand Prize is claimed. The prize winner and his or her guest, will be required to sign a Declaration of Eligibility, Release, and Indemnification Form that: (i) releases, indemnifies, and holds harmless the Club, the NFL, Promoter, and their respective parents, affiliates, subsidiaries and successor companies, and their respective owners, officers, directors, employees, agents, and representatives, advertising agencies, and Sweepstakes' sponsors from and against any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from participating in the Sweepstakes or awarding, receipt, possession, use, or misuse of any prize awarded in the Sweepstakes; (ii) contains the winner's agreement to be bound by the Sweepstake's Official Rules; and (iii) authorizes Club and Promoter to use the winner's and guest's name(s), likenesses, photographs, voices, and biographical data for advertising, promotional, and any other purpose, in any media. If a prize winner fails to sign a Declaration of Eligibility, Release, and Indemnification Form within seven business days of receipt, the prize winner may be disqualified.

6. Prize.

Each Grand Prize winner and one guest will be invited to attend dinner at a participating Arby's restaurant with a Colts Running Back ("Grand Prize"). Grand Prize Dinner date, time, and location to be determined by Club.

Each Weekly Prize winner will receive four tickets to one 2019 Colts Home Game, one parking pass, and four free meals at any participating Arby's Restaurant. (the "Weekly Prizes").

If a Grand Prize winner is not available on the corresponding date for any reason, that Grand Prize will be forfeited in its entirety and an alternate winner may be selected in Club's sole discretion (time permitting).

All costs and expenses associated with the acceptance and use of the prizes not specified herein as being awarded, including, but not limited to, all federal, state, and local taxes, are the prize winner's sole responsibility. Club and Promoter are not responsible for the cancellation of any event. All prize details are at the sole discretion of Club. Estimated retail value of each Grand Prize is \$500. Estimated retail value of each Weekly Prize is \$398.00. No transfer, assignment, or substitution of prize (or portion thereof) is permitted except by the Promoter or Club which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value as determined by Promoter or Club. Odds of winning depend on the number of entries received during the Sweepstakes Period.

7. Miscellaneous.

Club and Promoter are not responsible or liable for: lost, incomplete, inaccurate, garbled, late, delayed, undelivered, or misdirected information or registrations, User ID's, or submissions; theft, destruction or unauthorized access to, or alteration of, submissions or registrations; failures or malfunctions of connections, cable, fiber-optics, network, satellite, Internet Service Provider (ISP), phones, phone-lines, or telephone systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect, or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including

but not limited to any injury or damage to Participant's or any other person's computer related to or resulting from participation in this Sweepstakes; typographical, printing, or other errors in these Official Rules, any Sweepstakes-related advertisements, or other materials; the administration of the Sweepstakes, the processing of entries, selections, or registrations, the selection or announcement of potential winners or the distribution of prizes; the cancellation, suspension, or postponement of the 2019 NFL Season; scoring, tabulation, or timing errors or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing, or otherwise.

By entering the Sweepstakes, each Participant agrees that: (i) Club and Promoter and their respective designees may use (unless prohibited by law) Participant's and guest's, name, city, and state of residence, photograph and likeness for advertising, promotional, trade, and any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission, or notification; (ii) Club reserves the right to conduct a background check and entry in the Sweepstakes constitutes Participant's permission for Club to conduct such background check, provided that, to the extent additional authorization is necessary under law, Participants shall authorize such check. Club reserves the right (at its sole discretion) to disqualify any Participant based on the results of the background check or failure of the Participant to properly authorize such check; and (iii) Club and Promoter, and their respective parents, affiliates, subsidiaries, owners, officers, directors, employees, agents, and assigns shall have no liability and will be held harmless, discharged, and released by Participant for any claim, action, liability, loss, injury, or damage to Participant or any other person or entity, including, without limitation, personal injury or death to Participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the Participant's participation in the Sweepstakes or Participant's acceptance, possession, use, or misuse of any prize or participation in this Sweepstakes, even if the loss, injury, or damage is caused by Club's or Promoter's ordinary negligence.

The Club, in its sole discretion, reserves the right to: (i) disqualify any person who tampers with the Entry Process, the operation of the Sweepstakes Page, or any other component of this Sweepstakes, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend, or terminate this Sweepstakes (or any portion thereof) for any reason, including should a virus, bugs, non-authorized human intervention, or other cause, including but not limited to war, strike, or acts of God, that corrupt or impair the administration, security, fairness, or proper play of this Sweepstakes and, in the event of termination, at its discretion, award prizes for completed portions of the Sweepstakes (or applicable portion of the Sweepstakes) to the eligible non-suspect Participants (as determined by Club) as of the date of the event requiring such termination in accordance with these Official Rules.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Taxes.

Any valuation of the prize stated above is based on available information provided to Club, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Prize winner is solely responsible for reporting and paying any and all applicable taxes. Winner must provide Club with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 USD in prizes from Club will receive an IRS form 1099 after the end of the calendar year and a copy of such form will be filed with the IRS.

9. Disputes.

Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, by a state or federal court of competent jurisdiction located in Indianapolis, Indiana; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity,

interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participant and Club in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

10. Winner's List.

For the names of Prize Winners, send a self-addressed stamped envelope to: Arby's Text to Win Sweepstakes, 7001 West 56th Street, Indianapolis, IN 46254. Request must be received by December 15, 2019.

11. Sponsors.

Sweepstakes is sponsored by Arby's Indianapolis Advertising Cooperative, 1429 Business Center Drive, Conyers, GA 30094 and Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, IN 46254.