

Full Legal Disclosures:

NO PURCHASE NECESSARY. A purchase or payment of any kind will not increase your chances of winning. Open to legal residents of the 50 U.S./D.C. who are 18 years of age or older as of the date of entry. Void where prohibited or restricted by law. Wendy's Chief Tasting Officer Contest begins at 9:00 a.m. ET on March 2, 2026 & ends at 11:59 p.m. ET on March 30, 2026. Sponsored by Wendy's International, LLC. For Official Rules, visit www.wendyschieftastingofficer.com.

Legal Disclosure for Social Media Posts:

No purch nec. 50 US/DC, 18+. Ends 3/30. Rules: www.wendyschieftastingofficer.com

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

1. **CONTEST PERIOD:** Wendy's Chief Tasting Officer Contest (the "**Contest**") starts at 9:00 AM Eastern Time ("**ET**") on March 2, 2026 and ends at 11:59 PM ET on March 30, 2026 (the "**Contest Period**").
2. **ELIGIBILITY:** Contest is open to legal residents of the fifty (50) United States & the District of Columbia who are eighteen (18) years of age or older as of the date of entry. Eligibility Exclusions: Officers, directors, managers, members, owners, and employees of the Promotion Entities (as defined below), and each of their respective immediate family members (including spouses, parents, children, siblings, and each of their respective spouses, regardless of where they reside), as well as individuals living in the same household as any of the foregoing (whether or not related), are not eligible to enter or win the Contest. For purposes of these Official Rules, "**Promotion Entities**" means and includes: Wendy's National Advertising Program, Inc.; Wendy's International, LLC ("**Sponsor**"); Quality Is Our Recipe, LLC (collectively, "**Wendy's**"); any and all Wendy's franchisees and any owners, operators, or management companies of Wendy's system restaurants; and any media, creative, advertising, public relations, promotional, or marketing agencies, vendors, or contractors engaged by Wendy's in connection with the Promotion, including, without limitation, VML, LLC and Don Jagoda Associates, Inc. ("**Administrator**"). Void where prohibited or restricted by law. All federal, state and local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning the Contest is contingent upon fulfilling all requirements set forth herein.
3. **HOW TO ENTER:** There are three (3) ways to enter the Contest, as described below.
 - a. **Enter on Instagram:** During the Contest Period, you may enter on Instagram by posting to your own public Instagram page (not Stories), a maximum 60 second video telling the reasons why you NEED the opportunity of becoming Wendy's Chief Tasting Officer ("**Instagram Entry**"). Your Instagram Entry must include the hashtag #WendysCTOContest and @Wendys as part of your caption to be eligible. Entries that do not include the hashtag and @Wendys as part of the caption will not result in an eligible Instagram Entry. To enter the Contest on Instagram, you must have an Instagram account and have your account settings set to public (not private) and be a follower of the @Wendys Instagram account. An Instagram account can be opened for free by downloading the Instagram application from the Apple Store or Google Play.
 - b. **Enter on TikTok:** During the Contest Period, you may enter on TikTok by posting to your own public TikTok account, a maximum 60 second video telling the reasons why you NEED the opportunity of becoming Wendy's Chief Tasting Officer ("**TikTok Entry**"). Your TikTok Entry must include the hashtag #WendysCTOContest and @Wendys as part of your caption to be eligible. Entries that do not include the

hashtag and @Wendys as part of the caption will not result in an eligible TikTok Entry. To enter the Contest on TikTok, you must have a TikTok account and have your account settings set to public (not private) and be a follower of the @Wendys TikTok account. A TikTok account can be opened for free by downloading the TikTok application from the Apple Store or Google Play.

- c. **Enter on the Website:** During the Contest Period, visit www.wendyschieftastingofficer.com (the “**Website**”) and complete the on-screen registration form, including submitting a maximum 60 second video telling the reasons why you NEED the opportunity of becoming Wendy’s Chief Tasting Officer (“**Website Entry**”).

Instagram Entries, TikTok Entries, and Website Entries will be collectively referred to as “**Entries**”. Entries that feature Wendy’s products, logo, store or branding will receive five (5) additional points on top of their judged score (as described below). Entries must be complete to be eligible. By submitting an Entry, you agree that Sponsor may use your Entry in any way they see fit (as described in these Official Rules) for advertising and promotional purposes. All Entries must be received by 11:59 PM ET on March 30, 2026.

Your Entry must comply with the following guidelines to be eligible:

- Entry must be solely created by you. No other people should be depicted in the Entry.
- Your Entry must be original to you and you must own all rights in and to the Entry and all other content submitted in connection with the Entry and you grant Sponsor the License defined below.
- Entries must be sixty (60) seconds or less and in English.
- Your Entry must not include any representation of celebrities, athletes, musicians, or any other public or private figure, include any anti-social, political or religious groups, any commercial solicitation or promotional materials and your Entry must not include any other person’s/companies’ full name, address, phone number, or URL address. Entry must not contain third-party advertisements, personal solicitations, identifiable third-party products, or commercial solicitations.
- Your Entry must not feature beer, distilled spirits (i.e., hard liquors, malt beverages), tobacco products (including cigarettes, cigars, pipe tobacco, chewing tobacco and snuff), fireworks, firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries or gambling.
- Your Entry must not have been submitted previously in a promotion or contest of any kind.
- Your Entry must not contain content that is false, inaccurate or misleading.
- Entry must not contain material that is inappropriate, unsuitable, indecent, profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including but not limited to words or symbols that may be considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).
- Your Entry must not contain material, words or symbols that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Your Entry should not contain material that, in Sponsor’s sole discretion, contains any third-party materials, other than Sponsor owned, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any third-party commercial/corporate advertising (including but not limited to, corporate logos, brand names, slogans, political, or religious statements), or is otherwise objectionable.
- Entrants and all submitted Entries must be in keeping with Sponsor's image/Sponsor’s brand image as determined by Sponsor/Administrator, in its sole discretion. The Entry must not disparage Sponsor, persons or organizations associated with Sponsor, or any other person or entity.
- Entries must not reference any of Sponsor’s competitors or any other third party.

ENTRY/SUBMISSION REQUIREMENTS; USE OF WENDY’S IP; NO DISPARAGEMENT

(a) Submission Requirements: Each Entry submission (the “**Submission**”) must be original to the entrant and must

comply with these Official Rules. Without limiting the foregoing, Submission must depict Wendy's and Wendy's products/services in a positive manner and must not portray, reference, or otherwise include Wendy's (including its products/services) in a manner that Sponsor reasonably determines to be negative, disparaging, defamatory, or harmful to the goodwill associated with Wendy's. Sponsor may, in its sole discretion, disqualify any entrant and/or Submission that Sponsor determines does not comply with this requirement.

- (b) Wendy's Intellectual Property; Limited Permitted Use Only. Wendy's trademarks, service marks, logos, word marks, slogans, designs, trade dress, characters, copyrighted works, and other brand identifiers (collectively, the "**Wendy's Marks**") are owned by or licensed to Wendy's and are protected by law. Except as expressly permitted below, entrants are not granted any right or license to use the Wendy's Marks.
- (c) Prohibited Uses / No Negative Light Use. Without limiting any other restrictions in these Official Rules, each Submission must not:
- Use the Wendy's Marks in a negative light, including any use that is (as determined by Sponsor in its sole discretion) disparaging, defamatory, obscene, vulgar, hateful, sexually explicit, or otherwise derogatory toward Wendy's, its employees, franchisees, customers, or products/services;
 - Alter, obscure, animate, distort, deface, or modify the Wendy's Marks (including by changing colors, proportions, adding effects, adding text overlays, or combining the Wendy's Marks with other marks or content) in any manner that could harm Wendy's goodwill;
 - Use any Wendy's Marks (or anything confusingly similar) in a way that suggests sponsorship, endorsement, or affiliation beyond this Promotion or outside of the context expressly permitted by these Official Rules; or
 - Include or depict Wendy's Marks in connection with unsafe, illegal, reckless, or irresponsible conduct.
- (d) Permitted Use of Wendy's Marks (if applicable). If Sponsor provides Wendy's brand assets (e.g., approved logos, packaging images, product images, character art, templates) for use in connection with this Contest ("**Sponsor Assets**"), entrants may use only those Sponsor Assets solely to create and submit a Submission for this Contest and only in accordance with any usage instructions provided by Sponsor. Any other use of Wendy's Marks (including "found" logos online or any unapproved brand elements) is prohibited.
- (e) Sponsor Monitoring / Removal / Disqualification. Sponsor reserves the right to reasonably monitor Submissions and to request edits, remove content, or disqualify any entrant/Submission that Sponsor determines is false, misleading, noncompliant, or otherwise violates these Official Rules, including the requirements in this Section.
- (f) No Waiver; No License to Entrant. Participation in this Contest does not convey to entrant any ownership interest in, or license to, the Wendy's Marks, and all goodwill arising from any permitted use shall inure solely to the benefit of Wendy's.

Any Entry that violates any of the guidelines above or that is deemed inappropriate or containing unsuitable material, in Sponsor's sole discretion, may be disqualified.

Limit one (1) Entry per person per method of entry during the Contest Period, for a maximum of three (3) Entries per person. By submitting an Entry, you represent that you are a legal resident of the 50 U.S. or D.C., who is eighteen (18) years of age or older of the date of entry.

Standard data fees/rates may apply. See your wireless provider for pricing plan details. Entries generated by artificial intelligence (AI), script, macro or other automated means and entries by any means which subvert the entry process are void.

4. **GRANT OF RIGHTS:** Once submitted, Entries cannot be modified by entrant. By submitting an Entry, each entrant gives permission (and warrants and represents that they have obtained all rights necessary from third parties to give such permission and grant the License herein described) to Sponsor and its licensees, sublicensees, successors, and assigns (collectively, the "**Rights Holders**"), the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (including but not limited to, all intellectual property and proprietary rights including without limitation patents, trademarks, and copyrights) to use, perform, exhibit, edit, adapt, reproduce, manufacture, construct, tailor, distribute, sell, offer to sell, import and/or otherwise exploit the Entry,

and the entrant's likeness (both as depicted in the Entry and otherwise), name, voice and biographical information, (including, but not limited to, city and state of residence), including inferences and analysis, in any manner and in any and all distribution channels, venues, formats and media now or later known or developed (collectively, the "License") without compensation (where permitted by law) and without review, approval or notice, to the extent permitted by law. The rights granted pursuant to the License shall also include, without limitation, the right to: (a) change, alter, distort, edit or revise the Entry, or any part thereof; and (b) make derivative works based on the Entry, or any part thereof. Entrant agrees to sign any documents required by Sponsor upon request (and without compensation) to confirm such License. Sponsor is not obligated to exercise any of the rights granted in these Official Rules. Entrant further agrees that (a) Sponsor does not owe them a duty of confidence (or fiduciary duty or the like) and that they have no expectation of privacy as to their Entry and (b) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) their Entry and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

Sponsor grants to each qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its and/or its licensor's trademarks solely for purposes of and limited to their Entry submitted in this Contest; such right and License will automatically expire without further act of any party at the expiration of the Contest Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor's and/or its licensors' trademarks will be a violation of Sponsor's or its applicable licensors' intellectual property rights.

5. **JUDGING:** Each submitted Entry will be judged immediately following the Contest Period by a panel of Sponsor-selected judges to determine the ten (10) Finalists ("**Finalists**") based on the following judging criteria ("**Judging Criteria**"): Creativity (20%); Brand Love (20%); Brand Safety (20%); Personality (20%); and Potential (20%). Entries that feature Wendy's products, logo, store or branding will receive five (5) additional points on top of their judged score. In the event of a tie, tied Entries will be re-judged by the judges based solely (100%) on Creativity. Decisions of judges are final with respect to all matters relating to the Contest.
6. **PRIVACY:** Except as set forth in Section 4 above, Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <https://www.wendys.com/privacy-policy>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
7. **FINALIST NOTIFICATION:** Finalists will be notified by email and required to sign and return, via email, a Declaration of Eligibility & Liability Release, and where legal, a Publicity Release and Assignment of Rights within two (2) days of issuance or they may be disqualified. If a Finalist cannot be contacted within a reasonable time period, if any Finalist is ineligible, if any notification is returned undeliverable, or if any Finalist otherwise fails to fully comply with these Official Rules, they will be disqualified and an alternate Finalist will be determined from among all remaining Entries based on the Judging Criteria above. Finalists understand and agree that, as a condition of becoming a Finalist, they will be subject to a social media and/or criminal background check at the sole discretion of Sponsor; failure to comply may result in disqualification and forfeiture of Finalist status. In addition, at the discretion of the Sponsor, Finalist may be disqualified, without limitation, if: (a) charged with or convicted of a felony or misdemeanor; (b) Sponsor determines, in its sole discretion, that awarding the prize to such individual may reflect unfavorably on the Contest or Sponsor; (c) they are not eligible to receive become a Finalist based on the eligibility requirements set forth in these Official Rules; (d) Sponsor determines that they have failed to comply with these Official Rules in any way; (e) they refuse to or cannot accept the prize for any reason; or (f) their social media profiles are not in keeping with the Sponsor's image, in Sponsor's sole discretion. **SPONSOR'S AND/OR ADMINISTRATOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE CONTEST AND THE DETERMINATION OF FINALISTS AND THE GRAND PRIZE WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.**

8. **GRAND PRIZE WINNER DETERMINATION:** Each Finalist will have the opportunity to complete an interview with a Sponsor selected representative. Each Finalist's interview will be judged based on the following interview judging criteria to determine the Grand Prize winner: Execution (25%); Reach (25%); Uniqueness (25%); and Willingness (25%). In the event of a tie, tied Finalists will be re-judged by the judges based solely (100%) on Execution. All Finalists and the Grand Prize winner are subject to verification and decisions of judges/Sponsor which are final and binding with respect to all matters relating to this Contest. If a Finalist in an interview violates the instructions of the Sponsor or their representative or otherwise acts in an inappropriate/unsportsmanlike manner (in Sponsor's sole discretion), such Finalist may be disqualified and will forfeit the opportunity to win the Grand Prize, if applicable. In no event will the Sponsor be obligated to determine more than ten (10) Finalists or one (1) Grand Prize winner overall. All details of the interviews are in Sponsor's sole discretion and by participating, you understand and agree to all applicable rules.
9. **GRAND PRIZE: One (1) Grand Prize:** The opportunity to become Wendy's Chief Tasting Officer and employment by Wendy's as an independent contractor, receiving a salary equal to \$100,000, conditioned upon making a specified number of videos/posts and other deliverables as set forth in a contract. All details of the Grand Prize are at the sole discretion of the Sponsor and subject to the terms set forth in the contract. Sponsor reserves the right to terminate the Grand Prize in the event winner engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. No transfer, substitution, or resale of Grand Prize will be permitted, except at the sole discretion of the Sponsor due to Grand Prize unavailability for any reason and, in such circumstance, an alternate prize of equal or greater perceived value will be awarded, the Sponsor's obligation to the winner will be fulfilled, and no other compensation will be provided.
10. **LIMITATIONS OF LIABILITY; RELEASE:** Quality Is Our Recipe, LLC, The Wendy's National Advertising Program, Inc., their respective parents, subsidiaries, divisions, affiliates, employees, directors, shareholders, and the Indemnitees (the "**Released Parties**") are not responsible for late, incomplete, misdirected, inaccessible Entries, Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or the incorrect or inaccurate capture of Entry or other information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Contest. The Indemnitees are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website (or any other website). If for any reason the Contest is not capable of running as planned (in whole or in part) as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest (in whole or in part). In such event, Sponsor shall conduct the Contest and award the prize per the Judging Criteria above in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Contest or Website, to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Indemnitees are not responsible for any injury or damage to entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Contest. Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE

OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. By submitting an Entry, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Indemnitees and all other companies involved in the development, operation or marketing of the Contest or the provision of the prize or any component of the prize, and the successors and assigns of each of the foregoing, and the directors, officers, employees and agents of each of the Released Parties from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the acceptance, receipt or use of the prize or any component thereof and/or any use of the entrant's name, likeness, voice and/or biographical information, any statement attributed to the entrant and/or any Entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.

11. **ADDITIONAL CONDITIONS:** By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. By participating in this Contest, entrants agree to release and hold harmless Indemnitees, Instagram and TikTok from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, and property or breach or failure or any representation of warranty arising in any manner, directly or indirectly, from participation in this Contest and/or from the acceptance, misuse or use of the prize.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **DISPUTES:** The Contest and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Ohio and agree that any dispute shall be brought in the state and federal courts in Ohio.
13. **WINNER:** For a winner list, available after April 30, 2026 for a period of at least ninety (90) days, send a stamped, self-addressed envelope to: Wendy's Chief Tasting Officer Contest, Dept. EH, P.O. Box 7760, Melville, NY 11775-7760.
14. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Contest is Wendy's International, LLC, 1 Dave Thomas Blvd, Dublin, OH 43017. The Administrator of the Contest is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Tik Tok. You understand that you are providing your information to Sponsor, and not to Instagram or Tik Tok.