

ARBY'S PROMISE CHECK SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES ENTRY PERIOD: The **Arby's Promise Check Sweepstakes** begins at 12:00:01 AM Eastern Time ("ET") on Monday, February 2, 2015 and ends at 11:59:59 PM ET on Sunday, June 28, 2015 (the "Sweepstakes Period").

ELIGIBILITY: The Arby's Promise Check Sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States, including the District of Columbia, age 18 or older at the time of entry. Void outside the U.S., and wherever else prohibited by law. Employees of Arby's Restaurant Group, Inc. ("Arby's"), Market Force Information, Inc. (the "Sponsor") and US Sweepstakes and Fulfillment Company and their parents, members, affiliates, subsidiaries and agencies, and their immediate family members (spouse, parents, children and siblings, and their respective spouses) and persons living in the household of each are not eligible to participate. All federal, state and local laws and regulations apply.

ENTRY: There are two (2) ways to enter.

Method #1: Receipt Invite - To enter participants must, make a purchase at a participating US Arby's Restaurant to receive a specially-marked cash register receipt which will have instructions inviting participants to visit www.TellArbys.com or by calling 1-866-585-3701, enter required information located on the receipt (the "Receipt Information"), answer any required Promise Check questions and provide their contact information. Participants must follow phone and online instructions at the designated number and website for entering Receipt Information. When the Receipt Information has been successfully entered and accepted (Receipt Information must be entered exactly as they appear or they may not be accepted), participants will be invited to complete a survey. The answers to the survey will have no effect on a participant's ability to enter or win. Upon completion of the survey, the participant will be invited to complete the entry form in its entirety and submit to receive one (1) Sweepstakes entry (the "Survey Entry") during which the entry is received. Each Receipt Information may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. All information received becomes the property of the Sponsor, and will not be shared with or sold to any third party. Sponsor's computer is the official clock for this Sweepstakes. Proof of entry does not constitute proof of submission. All Receipt Information is subject to verification. Online entrants are subject to all notices posted online including but not limited to the Sponsor's privacy policy.

Method #2: AMOE (Alternate Means of Entry) - To enter the Sweepstakes without making a purchase at an Arby's Restaurant location or without completing the survey, hand print your name, complete address, city, state, zip code, daytime phone number, and birth date on a 3" x 5" card and mail it to: Arby's Promise Check Sweepstakes Entry, 625 Panorama Trail, Suite 2100, Rochester, NY 15625-2437. Mailed entries must be postmarked by the Entry Period End Date, and received by the date indicated in the chart below, to be eligible for that Survey Period drawing.

Each mail-in entry must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, late, lost, mutilated, misdirected, postage due or stolen manual entries.

All methods of entry have an equal chance of winning.

SURVEY PERIODS: There are five (5) Survey Periods as defined in the chart below (“Survey Period”). Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.

Survey Period	Entry Period Start Date: 12:00:01 AM ET on	Entry Period End Date: 11:59:59 PM ET	Mail-In Entry Received By Date: on	Survey Period Drawing Date: on or about
1	02/02/15	03/01/15	03/09/15	03/11/15
2	03/02/15	03/29/15	04/06/15	04/08/15
3	03/30/15	05/03/15	05/11/15	05/13/15
4	05/04/15	05/31/15	06/08/15	06/10/15
5	06/01/15	06/28/15	07/06/15	07/08/15

RANDOM DRAWING: One (1) potential Grand Prize winner will be selected each Survey Period during the Sweepstakes Period in a random drawing from among all eligible entries received for that Survey Period. The drawing for each Survey Period will be held based on the chart above. The drawings will be performed by an independent sweepstakes agency, whose decisions are final and binding in all matters related to this Sweepstakes.

PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: One (1) Grand Prize will be available to be won each Survey Period during the Sweepstakes Period. Grand Prize is for one (1) \$500.00 Gift Card. Limit: One (1) Grand Prize per person/household during the Sweepstakes Period.

Total value of all prizes available to be won: \$2,500.00.

Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period.

WINNER NOTIFICATION: Prize winners will be notified by email and requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified.

If a Gift Card is returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing.

PRIZE CONDITIONS: Prize is not redeemable for cash. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or

substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses associated with the receipt and/or use of prize is the winner's sole responsibility.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

The winner is responsible for all federal, state and local taxes, if applicable. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, Sweepstakes and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

GENERAL RULES: Participating entrants agree to these Official Rules and the decisions of The US Sweepstakes & Fulfillment Company and the Sponsor, and release the Sponsor and its affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination to determine a potential winner. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized

Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the wireless phone associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent Sweepstakes administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select potential winners from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Georgia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Georgia without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Georgia. 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.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners..

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, visit www.TellArbys.com or send a self-addressed, stamped envelope by July 8, 2015, to: Arby's Promise Check Sweepstakes Official Rules Request, PO Box 25466, Rochester, NY 14625-0466

WINNER LIST: For the names of winners, send a stamped, self-addressed envelope to: Arby's Promise Check Sweepstakes Winners, P.O. Box 25466, Rochester, NY 14625-0466. Sponsor must receive all requests for the names of winners no later than 30 days after the published end date of the Sweepstakes.

INDEPENDENT SWEEPSTAKES ADMINISTRATOR: The US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

SPONSOR: Market Force Information, Inc. P.O. Box 270355, Louisville CO 80027.