

Noodles Customer Satisfaction Survey Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The Noodles Customer Satisfaction Survey Sweepstakes (“Sweepstakes” or “Promotion”) is offered and open only to legal residents of the fifty United States and District of Columbia who are 18 years or older at time of entry. Void where prohibited. Employees, directors and officers and their immediate family members (spouses and siblings, parents and children and their spouses) and household members (whether or not related) of Noodles & Company (“Sponsor”), its parent, subsidiaries and affiliates, distributors, advertising and promotion agencies, and any companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities") are not eligible. By participating, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor (and its authorized third parties), which are final and binding on all matters relating to the Promotion. Sweepstakes entries that are received via the Noodles & Company Customer Satisfaction Survey are collected and stored by Market Force Information Inc. Eligibility of all draw entries received via this survey is determined at Market Force’s discretion.

2. PROMOTION PERIOD: Promotion starts on or about 12:00:01 a.m. Mountain Time (MT) on October 3, 2012 and ends at 11:59:59 p.m. MT on December 31, 2013 (“Promotion Period”). Sponsor’s clock is the official timekeeping device for this Promotion.

3. HOW TO ENTER: There are two ways to enter. (a) during the Promotion Period, make a purchase at a participating Noodles location and receive a receipt for your purchase. Then, follow the directions printed on the receipt to access noodlesfeedback.com and complete a short survey about your receipt Noodles experience; or (b) legibly hand print your first and last name, street address and birthdate in ink on a 3” x 5” card and mail in in a first class, postage prepaid envelope to Noodles Customer Satisfaction Survey Sweepstakes; c/o Noodles & Company, 520 Zang Street, Suite D, Broomfield, CO 80021, postmarked by [December 20, 2013] and received by [December 31, 2013]. **Limit one (1) entry per person.** All survey entries must be received during the Promotion Period. Participation varies and is at the sole discretion of each restaurant. The purpose of the store visit is to enter the sweepstakes. Entries become the property of Sponsor and will not be returned. Sweepstakes Entities are not responsible for entries that are lost, late, damaged, altered, destroyed, forged, tampered with, mutilated, incomprehensible, misdirected, illegible, incomplete, stolen or otherwise not in compliance with these Official Rules.

4. DRAWING: Five (5) Grand Prizes will be awarded by random drawing from all eligible entries received. Drawing will be conducted by Sponsor (or its authorized representative) on or

about January 2, 2014 and winner will be notified by telephone, email or mail (in Sponsor's discretion) on or within three (3) business days.

Potential Grand Prize winner may be required to complete, have notarized and return an Affidavit of Eligibility and Liability/Publicity Release within the time specified in order to receive the applicable prize, subject to compliance with these Official Rules and confirmation of eligibility. In the event of noncompliance, if a winner cannot be reached, or if a prize or prize notification is returned as unclaimed or is undeliverable for whatever reason beyond the control of Sponsor, or if a required Affidavit and Release is not returned as requested, that prize will be forfeited and an alternate winner will be selected provided there are sufficient remaining eligible entries.

5. PRIZE/ODDS: Grand Prizes (5): A "Noodles for a Year" gift card to the five winners. [A "Noodles for a Year" gift card is valued at one (1) free entrée per month for twelve months] Gift card is not redeemable for cash. Odds of winning depend on the number of eligible entries received.

No transfer, assignment or substitution of prize (in whole or in part) is allowed. Sponsor reserves the right to substitute a similar prize of equal or greater value. Prizes are not redeemable for cash. All federal, state and local taxes, if any, are the sole responsibility of the winner. Sponsor reserves the right in its sole and absolute discretion but without obligation to substitute the cash equivalent of the Grand Prize, in its entirety or any portion thereof, if it is or becomes impossible, not feasible or commercially impracticable to award in whole or in part.

6. GENERAL: BY PARTICIPATING, PARTICIPANTS AGREE THAT THE SWEEPSTAKES ENTITIES WILL HAVE NO LIABILITY WHATSOEVER, AND WILL BE HELD HARMLESS FOR ANY ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, LIABILITIES, INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSON (INCLUDING WITHOUT LIMITATION WRONGFUL DEATH OR DISABILITY) AND PROPERTY DAMAGE OR LOSS, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY. By accepting a prize, winner hereby consents where lawful (and agrees to execute documentation requested by Sponsor) to the use of his/her name, portrait, picture, likeness, hometown name, biographical information, and/or voice for publicity, trade, advertising and promotional purposes in any and all media now known or hereafter discovered worldwide, and on the internet and World Wide Web, without additional

compensation, and without the right of review, notification or approval. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by web site users or by any use of the equipment or programming associated with or used in the Sweepstakes or by any technical or human error that might occur in the processing of submissions in the Sweepstakes. Sponsor assumes no responsibility for any error; omission; interruption; deletion; defect; delay in operation or transmission; communications-line failure; incompatibility; or theft, destruction, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines; computer online systems, servers, or providers; computer equipment; software; or failure of e-mail or entry on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant's or to any person's computer related to or resulting from participating in the Sweepstakes or downloading materials from any website. Sponsor is not responsible for user cheating or fraud by any entrants. Any person who engages in activities intended to disrupt or interfere with the proper play of the Sweepstakes or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Entrants who engage in any of the foregoing activities will be disqualified and will forfeit any prizes won. If, for any reason, the Sweepstakes is not capable of running as planned, due to, without limitation, infection by computer virus, worm, or bugs; tampering; any force majeure event; unauthorized intervention; cheating; fraud; technical failures; or any other causes beyond the control of Sponsor that, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. Please see the privacy policy located at noodles.com/privacy for details of Sponsor's policy regarding the use of personal information collected in connection with this Promotion.

7. DISPUTES. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Broomfield County, Colorado having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys fees, other than participants actual out-of-pocket expenses (i.e. costs associated with

entering this Promotion), and participant further waives all rights to have damages multiplied or increased.

8. WINNERS LIST: For the name of the Grand Prize winner, mail a self-addressed, U.S. postage stamped envelope with Participating Location request to: Winner List Request, Noodles Customer Satisfaction Survey Sweepstakes; c/o Noodles & Company, 520 Zang Street, Suite D, Broomfield, CO 80021, for receipt by [January 15, 2014].

SPONSOR: Noodles & Company, Broomfield, Colorado 80021.