

**KCCI TV-8 & KCCI.com**  
**Wendy's Cute Kids Sweepstakes 2017**  
**Official Rules**

**1. GENERAL:**

No purchase necessary. Making a purchase will not increase your chances of winning. Void where prohibited or restricted by law. All federal, state, and local regulations apply.

**2. ELIGIBILITY:**

Wendy's Cute Kids Sweepstakes 2017 ("Sweepstakes") is offered only to legal U.S. residents at least 18 years old or older at the time of entry. One winner per household. One winner per family. Prizes are non-transferable. Sweepstakes is offered only to legal U.S. residents who are physically located and residing within counties located within the Des Moines Designated Market Area ("DMA"), as determined by Nielsen Media Research Services. Winners of a contest or sweepstakes hosted or sponsored by KCCI or its affiliates within the past calendar year are not eligible. Employees of KCCI and members of their immediate families, Hearst Television Inc., Wendy's International (Together, "Sponsor"), Hearst Corporation, Lakana, and each of their affiliates, representatives, and agents, and their directors and employees (collectively, "Sweepstakes Entities"), and the members of the same households of such individuals are not eligible. The term "immediate families" includes spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Official Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed. Internet access is necessary to enter.

**3. HOW TO ENTER:**

The Sweepstakes consists of six (6) different entry periods ("Entry Periods"). All times in these rules refer to Central Standard Time.

Entry Period Start	Entry Period End
April 1, 2017 at 12:01 AM	April 30, 2017 at 11:59 PM
May 1, 2017 at 12:01 AM	May 31, 2017 at 11:59 PM
June 1, 2017 at 12:01 AM	June 30, 2017 at 11:59 PM
July 1, 2017 at 12:01 AM	July 31, 2017 at 11:59 PM
August 1, 2017 at 12:01 AM	August 31, 2017 at 11:59 PM
September 1, 2017 at 12:01 AM	September 30, 2017 at 11:59 PM

To enter, go to [www.KCCI.com/contests](http://www.KCCI.com/contests) and Select “Cute Kids” and follow the instructions to upload your child’s (sorry, no pets) photo during each Entry Period. Entry photos may be posted by Sponsors on KCCI.com. To be eligible, photo submissions must meet the following criteria: (1) Photos must be deemed family friendly, in the sole discretion of Sponsors. (2) You may only contribute photos that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. (3) By entering, you grant permission for KCCI.com and Sponsors to receive and display the photo. (4) You warrant that you have permission from any and all persons (or, if a minor, his/her parent/guardian) appearing in your photo for you to make the submission and grant the rights described herein. (5) You may not upload duplicate photos within a single Entry Period. (6) You may not contribute photos that contain expressions of hate, abuse, offensive images or conduct, obscenity or pornography or any material that could give rise to any civil or criminal liability under applicable law or regulations. (7) You may not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or KCCI.com. (8) By uploading a photo, (a) you grant to [www.KCCI.com](http://www.KCCI.com), Sponsors, and Sweepstakes Entities a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any material included in such photo on the Internet, on television, and in, on, or through all other media; and (b) you certify that any person appearing in the submitted photo (or, if a minor, his/her parent/guardian) authorizes Sweepstakes Entities to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute (“Use”) the photo and any material included in such photo on the Internet, on television, and in, on, or through all other media; and (c) you agree to indemnify KCCI.com, Sponsors, and Sweepstakes Entities and their affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys’ fees, arising from Use of the photo and/or your failure to comply with these rules. Limit one (1) entry per person per day during each Entry Period. Entries will not carry-over to subsequent Entry Periods. Entries in excess of the stated limit will be rejected or disqualified and are not eligible entries. All entries must be received during each respective Entry Period.

Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned. Incomplete and multiple entries are void. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Photocopied and mechanically generated entries are void. Entries generated by any automated means are void. Electronic entries will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of the entry. The authorized account holder is the person to whom the applicable internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address. Online entrants must have valid e-mail address and it is entrant’s responsibility to update Sponsor of any change in e-mail address.

#### **4. HOW TO WIN:**

Six (6) Winners will be selected, one (1) for each Entry Period, through a random drawing by KCCI as soon as practicable after each Entry Period ends.

Potential Winners will be notified either by phone, email, and/or mail, within two (2) days of each drawing. Winner must respond to such notification, by calling the Sweepstakes coordinator provided in the notification, within twenty-four (24) hours after the notification is sent by Sponsor, or the Winner will be subject to disqualification, in which case the Prize will be forfeited, and an alternate Winner will be randomly selected from among the remaining eligible entries, time permitting. Winners may be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, a Liability Release and/or where legally permissible a Publicity Release within thirty (30) days following the date of first attempted notification. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within thirty (30) days following the date of first attempted notification. Failure to sign and return such forms within the requisite timeframe could result in disqualification.

Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Sponsor is unable, after making a reasonable effort, to contact a selected potential winner, that potential winner will be disqualified and a new potential winner will be selected from remaining entries until all qualified Winners are chosen.

#### **5. PUBLICITY RELEASE:**

Except where prohibited, entry in the Sweepstakes constitutes each entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television, radio, or offline promotions), each Winner's name, city, photograph, likeness, biographical material, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

#### **6. PRIZES:**

Six (6) Winners will each receive one (1) \$50 Gift Card Valid at the following Wendy's Restaurants.

<b>City</b>	<b>Address of Participating Locations</b>
<b>ALTOONA</b>	Wendy's, 3530 8TH ST. SW, ALTOONA, IA 50009
<b>AMES</b>	Wendy's, 528 S. DUFF AVENUE, AMES, IA 50010
<b>ANKENY</b>	Wendy's, 2421 SE DELAWARE AVENUE, ANKENY, IA 50021
<b>CLIVE</b>	Wendy's, 15900 HICKMAN ROAD, CLIVE, IA 50325
<b>CLIVE</b>	Wendy's, 1251 NW 118TH STREET, CLIVE, IA 50325
<b>DES MOINES</b>	Wendy's, 850 EAST EUCLID, DES MOINES, IA 50316
<b>DES MOINES</b>	Wendy's, 4105 S.W. 9TH ST., DES MOINES, IA 50315

<b>DES MOINES</b>	Wendy's, 4935 MERLE HAY ROAD, DES MOINES, IA 50322
<b>DES MOINES</b>	Wendy's, 4901 S. E. 14TH STREET, DES MOINES, IA 50320
<b>URBANDALE</b>	Wendy's, 3815 100TH STREET, URBANDALE, IA 50322
<b>W.DES MOINES</b>	Wendy's, 225 GRAND AVENUE, W.DES MOINES, IA 50265

Approximate Retail Value (“ARV”) of Prize: \$50.00

ARV of all Prizes Awarded: \$300

All charges, fees, and costs not specifically included in the prize descriptions above, including but not limited to personal incidental items, transportation, taxes, souvenirs, gratuities, and licenses, are the responsibility of the respective Prize Winners and their guests.

Prize(s) must be picked up at KCCI studio no later than 5:00 PM on 10/31/2017. To claim prize, Winners must provide a valid driver’s license or state identification card. Only the actual winner may claim the prize certificate, and prize is non-transferable by Winner. Winner must claim prize certificate at the KCCI located at 888 9<sup>th</sup> Street, Des Moines, IA 50309 on a non-holiday weekday between regular business hours of 9 a.m. and 5:00 p.m. Failure to timely claim prize may result in the forfeiture of the unclaimed prize, and any such prize will remain the property of Sponsors and/or prize supplier. Certain blackout dates may apply. No cash redemption or prize substitution allowed by Prize Winners. Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Prize or any component thereof is unavailable for any reason.

**7. ODDS:**

Odds of winning depend upon the number of eligible entries received during each Entry Period.

**8. TERMS AND CONDITIONS; LIMITATION OF LIABILITY:**

Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. **WINNERS AND ENTRANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED**

IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY PRIZE-RELATED ACTIVITY. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the Prize. Winner's guest(s), if applicable, must execute a liability and publicity release prior to the Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winners of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate Winner from remaining entries, or may elect not to award such Prize to an alternate Winner, where permitted. For prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winners.

## **9. DISCLAIMER/INTERNET:**

If for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Sweepstakes, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in a Promotion if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. The Sweepstakes Entities (i) assume 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; (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or (iii) any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

**10. ARBITRATION/CHOICE OF LAW:**

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively by arbitration pursuant to the rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Sweepstakes, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. New York County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to personal jurisdiction in New York County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**11. OFFICIAL RULES AND LIST OF WINNERS:**

To receive a copy of these Official Rules, visit [www.KCCI.com/contests](http://www.KCCI.com/contests) or send a self-addressed stamped envelope to the Wendy's Cute Kids Rules, KCCI, 888 9<sup>th</sup> Street, Des Moines, IA, 50309. These Official Rules supersede all other published editions. Sponsor reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Sweepstakes or to comply with applicable law. For a list of Winners' names, send a self-addressed stamped envelope within 60 days of the drawing to KCCI TV-8, Cute Kid's Winner's List, at the address listed above.

**12. SPONSOR(S):**

**KCCI TV-8**, 888 9<sup>th</sup> Street, Des Moines, IA, 50309  
**Wendy's International**, 6600 Westown Parkway, West Des Moines, IA 50266