

ARBY'S KINGS HAWAIIAN FLIGHT OFFER
OFFICIAL TERMS & CONDITIONS

**NO PURCHASE NECESSARY. LIMITED QUANTITIES AVAILABLE.
VOID WHERE PROHIBITED.**

The Arby's Kings Hawaiian Flight Offer ("Promotion") is sponsored by AFA Service Corporation ("Sponsor"), 1155 Perimeter Center West, Suite 1200, Atlanta, GA, 30338.

1. **PROMOTION PERIOD:** The Promotion begins on April 12, 2019 at 12:00 PM Eastern Time ("ET") and ends on April 15, 2019 at 11:59:59 PM ET, or when all Offer Items (as defined in Section 4) supplies have been exhausted, whichever occurs first ("Promotion Period"). During the Promotion Period there are two (2) separate offer periods (each, an "Offer Period") when Offer Items will be made available. "Offer Period 1" begins at 12:00 PM ET on April 12, 2019 and ends at 11:59:59 PM ET April 12, 2019, or when all available Offer Item supplies for Offer Period 1 have been exhausted, whichever occurs first. "Offer Period 2" begins at 12:00 PM ET on April 15, 2019 and ends at 11:59:59 PM ET April 15, 2019, or when all available Offer Items supplies for Offer Period 2 have been exhausted, whichever occurs first. The Sponsor's payment processor's computer is the Promotion official clock.
2. **ELIGIBILITY:** This Promotion is open only to legal residents of one of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of registration. Employees of Sponsor, King's Hawaiian Holding Co., Inc., the independent third party responsible for administration of this Promotion ("Administrator"), Fallon Worldwide, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes participant's full and unconditional agreement to these Official Terms & Conditions and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion.

3. **HOW TO CLAIM AN OFFER ITEM: Offer Items are available on a first come, first served basis. Only five (5) Offer Items are available in Offer Period 1 and five (5) Offer Items are available in Offer Period 2.** During the Promotion Period, an eligible participant must visit Arbys.com/Aloha ("Website") and, if Offer Items are still available, complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and ZIP code. Upon the successful submission of the registration information, the participant must then follow the on-screen instructions to either (1) submit a credit card payment in the amount of \$6.00 or (2) enter the free redemption code ALOHA ("Redemption Code"). Only participants who receive an Offer Item will be prompted to make a payment or enter the Redemption Code. **Participants will not be asked for payment information or the Redemption Code if there are no longer Offer Items available.**

Participation Limit: There is a limit of one (1) registration per person and/or e-mail address. If more than one (1) registration is received from the same person and/or e-mail address any Offer Items he/she qualified for may, at the Sponsor's sole discretion, be revoked and the participant disqualified. Participants are prohibited from using more than one (1) e-mail address or multiple identities. If it is

found or suspected that a participant is using more than one e-mail address or multiple identities to participate in the Promotion, then that participant, in Sponsor's sole discretion, may not be eligible to receive an Offer Item.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF A PARTICIPANT PARTICIPATES IN THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTION. PARTICIPANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ACCESS IS NOT REQUIRED TO PARTICIPATE IN THIS PROMOTION.

4. **OFFER ITEMS (5 per Offer Period, 10 total):** Each offer item is a trip, for participant only, to Honolulu, Hawaii on April 27, 2019 ("Offer Item"). Offer Item includes: one (1) coach-class round trip air transportation between a major commercial airport near the participant's residence (as determined by Sponsor in its sole discretion) and Los Angeles International Airport ("LAX"); one (1) night's hotel accommodation in Los Angeles, California on April 26, 2019 at a hotel selected by Sponsor in its sole discretion; first-class or business class (as determined by Sponsor in its sole discretion) round trip air transportation between LAX and Daniel K. Inouye International Airport ("HNL") on April 27, 2019; the opportunity to participate in a marketing video shoot for Arby's and King's Hawaiian in Honolulu, Hawaii; a \$150 gift card to cover all per diem expenses; and \$500 awarded in the form of a check made payable to the participant after the Offer Item trip has ended, which may be used to help offset, but not completely eliminate any tax liability associated with accepting an Offer Item. Round trip air transportation between LAX and HNL will occur on the same day. The total approximate retail value ("ARV") of each Offer Item is \$2,700. **No more than five (5) Offer Items are available per Offer Period for a total of ten (10) Offer Items available during the entire Promotion.** Any difference between the estimated ARV and the actual value of the Offer Item will not be awarded. If a participant is a resident of Hawaii, travel from the airport near the participant's residence (as determined by Sponsor) and HNL will be provided, and no compensation will be provided for any difference in Offer Item value.

Each participant must sign a publicity release allowing his/her likeness to be used in marketing for Arby's in perpetuity. No additional compensation beyond the Offer Item will be provided to the participant for use of his/her likeness.

Travel must occur between April 26, 2019 and April 28, 2019, or as otherwise set forth by Sponsor, or the Offer Item will be forfeited. Participant is responsible for having valid travel documents including government identification and/or passports. Participant is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in the Offer Item. If a participant does not make any of the flights provided by Sponsor, participant shall be responsible for his/her own transportation and expenses from that point on. Travel must be booked at least 7 days in advance. Each participant hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Participant will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the participant. Sponsor bears no responsibility if any event, element or detail of an Offer Item is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Offer Item become unavailable, the Sponsor shall have no obligation to the participant aside from providing the remaining portion of the Offer Item, minus any unavailable event, element or detail.

5. **HOW TO CLAIM AN OFFER ITEM:** On April 13, 2019 for Offer Period 1 and April 16, 2019 Offer Period 2, Administrator will notify each participant who received an Offer Item to arrange travel

booking. Before travel booking will be arranged, each participant will be required to sign and return a Liability and Publicity Release, a written release for background check, and any other requested documents within twenty four (24) hours from the date of attempted notification or the Offer Item may be forfeited in its entirety, at the Sponsor's sole and absolute discretion. Each participant may be subject to a background check before an Offer Item is provided. Sponsor reserves the right to disqualify the participant based on the results of such background check if Sponsor determines in its sole discretion that including such individual in an Offer Item or subsequent marketing might reflect negatively on the Sponsor. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a participant's right to claim his/her Offer Item. If a participant is disqualified, found to be ineligible or not in compliance with these Official Terms & Conditions, declines to accept an Offer Item, the respective Offer Item may be forfeited. If an Offer Item is forfeited, it will not be made available again, and the participant will be refunded his/her \$6.00 (if he/she provided payment information during registration). Any portion of an Offer Item not accepted by a participant will be forfeited. Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Offer Item received. Sponsor will issue an IRS Form 1099-MISC for each participant. All other costs and expenses not expressly set forth herein shall be solely each participant's responsibility. The Offer Items will only be provided to verified participants.

Sponsor will attempt to notify each participant as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a participant's privacy or spam filter settings which may divert any Promotion e-mail, including any Offer Item notification e-mail, to a spam or junk folder. Offer Items are non-transferable and no substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute an element of equal or greater value in case of unavailability of the Offer Item or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in providing an Offer Item for any reason.

- 6. LIMITATION OF LIABILITY:** By participating in this Promotion, participants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting an Offer Item; and (viii) registrations that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Terms & Conditions. Further, the Promotion Entities are not responsible for any unanswered or undeliverable Promotion notifications.

By entering the Promotion, each participant agrees: (i) to be bound by these Official Terms & Conditions, including registration requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever

and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the participant's registrations, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of an Offer Item (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of Offer Item recipients in a manner it deems fair and reasonable, including the selection of Offer Item recipients based on the timestamp of registration submission received prior to such cancellation, termination, modification or suspension. In no event will more Offer Items be provided than are stated in these Official Terms & Conditions. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more Offer Items than are stated in these Official Terms & Conditions, Offer Item recipients will be determined based on the timestamp of the registration information submission.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE OFFER ITEMS, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 7. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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 OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

8. **PRIVACY:** Sponsor's privacy policy is available at <https://arbys.com/Privacy-Policy>.
9. **PUBLICITY RIGHTS:** By participating in this Promotion, each participant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, city and state, biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
10. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Terms & Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Terms & Conditions is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's registrations will be declared null and void and that person will not be awarded any Offer Item that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Participants may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a participant, the accepted registration will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such registration. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each participant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Terms & Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Terms & Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Official Terms & Conditions or the Offer Item documents will not affect the validity or enforceability of any other provision. No participant shall have the right to modify or amend these Official Terms & Conditions. Sponsor's failure to enforce any term of these Official Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Terms & Conditions and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Terms & Conditions shall prevail.
11. **OFFER ITEM RECIPIENT LIST:** To receive a list of Offer Item recipients, interested individuals must mail a self-addressed stamped business size envelope to: Arby's Kings Hawaiian Flight Offer

Recipient List, PO Box 251328, West Bloomfield, MI 48325. Requests must be received no later than June 14, 2019.

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