

**The Awkward Family Photos and Wendy's "Say Cheese"
for the Asiago Ranch Chicken Club Photo Contest
OFFICIAL RULES**

NAME OF PROMOTION: Wendy's "Say Cheese" for the Asiago Ranch Chicken Club Photo Contest

SPONSOR: Wendy's International, Inc. One Dave Thomas Blvd, Dublin, OH 43017.

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

ADMINISTRATOR: Awkward Family Photos, LLC. 16255 Ventura Blvd. Suite 525 Encino, CA 91436.

ELIGIBILITY REQUIREMENTS: The Promotion is open only to individuals who 1) are legal residents of the United States; 2) are 16 years of age or older at the time of entry; 3) have access to the Internet and have not purchased Internet service in order to participate in this Promotion; 4) are not employees, officers, directors, immediate family members (spouse, parent, child, sibling or their respective spouses, regardless of where they reside, or member of the same household, whether or not related) of Wendy's International, Inc. and its franchisees, Ketchum, Awkward Family Photos, or each of their respective parent(s), affiliated companies, subsidiaries, licensees, advertising and promotion agencies (collectively, the "Sponsor"), and any and all other companies associated with the Promotion; The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void outside the United States where prohibited or restricted by law, rule or regulation.

AGREEMENT TO OFFICIAL RULES: By participating in the Promotion or by accepting the prize(s), the entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion, and also agrees to accept any prize(s) as awarded based on availability. In addition, the entrant represents and warrants that he or she has complied with these Official Rules and Content Restrictions as applicable. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

TIMING: The Promotion begins on Feb. 7, 2011 at 9:00 a.m. Pacific Time ("PT") and ends on Feb. 21, 2011 at 11:59 pm PT (the "Promotion Period"). The Promotion consists of both an entry period from Feb. 7, 2011 at 9:00 am PT until Feb. 14, 2011 at 11:59pm PT (the "Entry Period") and a voting period from Feb. 15, 2011 at 9:00am PT until Feb. 21, 2011 at 11:59pm PT (the "Voting Period"). The Sponsor computer is the official time-keeping device for the Promotion.

HOW TO ENTER: During the Promotional Period, the Eligible Entrant will need to visit <http://awkwardfamilyphotos.com/contests/say-cheese-photo-contest/> ("Website"), complete and submit the registration fields, upload an original photo depicting an awkwardly cheesy photo (your "Submission") and click "submit" to enter for a chance to win. An Eligible Entrant may submit more than one entry. The Sponsor is not responsible for entries that, for any reason, are not received, or for entries that are received, but are not decipherable for any reason. By completing the registration and uploading your Submission, you agree that it conforms to the Content Restrictions as defined below and that the Sponsor, in its sole discretion, may remove your Photo and disqualify you from the Contest if it believes that your Submission fails to conform to the Restrictions.

CONTENT RESTRICTIONS:

The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; The Submission must not contain brand names or trademarks; The entrant must own the rights or have

written permission from the owner to the photo submission; The Submission must not contain images or artwork not created by entrant; The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous; The Submission must not depict any harmful or dangerous act, nor may it depict or be the result of any activity that disturbs the peace or creates unsafe or hazardous conditions, as determined by Sponsor in its sole discretion; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created.

FOR ALL SUBMISSIONS:

Entrants must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, the entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, the entrant will sign any documentation that may be required for the Sponsor or its designees to make use of the non-exclusive rights the entrant is granting to use the Submission. Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void. The Sponsor and the Administrator reserve the right to treat as void any Submissions that do not comply with these Official Rules and Restrictions. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules and Restrictions. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

WINNER DETERMINATION:

Awkward Family Photos will collect all registration information for the Eligible Entrant submitted on or before Feb 14, 2011 at 11:59pm PT. Awkward Family Photos and the Sponsor will choose 10 finalists, and the voting community (which includes any visitor to AwkwardFamilyPhotos.com during promotional period) will select one (1) winner from the U.S. (the "Winner"), whose photo best represents an "Awkwardly Cheesy Family Photo" to win one (1) Wendy's gift card with a value of \$2000. (See below for prize details.)

Each potential winner will be required to sign an Affidavit of Eligibility, a Liability/Publicity Release within five (5) business days of notification. If the potential winner does not complete the required forms as instructed and/or return the required forms within the time period listed on the winner notification message, the Sponsor may disqualify the potential winner and, at the Sponsor's option, select a runner-up. If the final winner is under the age of 18 at the time of entry, the prize will be award to a parent or legal guardian in trust for the minor.

PRIZES: One (1) winner will be selected.

Prize:

One (1) Winner will receive one (1) Wendy's gift card with a value of \$2,000. Winner is also responsible for declaring prize value on their income and withholding taxes. Unless otherwise noted, the Prize is subject to the terms, conditions and restrictions of the Sponsors. The Winner agrees to comply with all

applicable laws and regulations in connection with the Prize. Released Parties (defined below) will not be responsible for acts of third parties, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any travel or lodging in connection with the Prize.

The Prize is non-transferable and non-assignable, with no cash redemptions except at the Sponsor's sole and absolute discretion. The Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value at its sole and absolute discretion

NOTIFICATION: The potential Winner will be notified by email on or around Feb 21, 2011 to request all eligibility information, and to complete a prize affidavit, and W-9 form following determination of the Winner (the "Prize Notification"). In the event that the Prize Notification is returned as undeliverable, or the potential Winner is otherwise unreachable for any reason, the Sponsor may award to an alternate potential Winner. If any potential Winner does not respond to any such Prize Notification within two (2) days of date of issuance, a disqualification will result, and the Prize will be forfeited, at the Sponsor's sole discretion. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules or the return of any Prize or Prize Notification as undeliverable may result in disqualification, and Prize will be forfeited and, at Sponsor's sole discretion and time permitting, may cause an alternate potential Winner to be chosen from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Promotion and submitting an entry/entries, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against Wendy's International, Inc. and its franchisees and its respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Prize or any travel or activity related to the receipt or use of any Prize. By entering this Promotion, each entrant gives their express permission to be contacted by the Sponsor, the Prize Sponsor and/or their respective designees by telephone, e-mail and/or postal mail for Promotion purposes only. Each Winner, by acceptance of Prize, grants to the Sponsor, the Prize Sponsor, and each of their respective designees the right to publicize such Winner's name, address (city, state, and country of residence), photograph, voice, statements and/or other likeness and prize information in any media now known or hereafter devised, throughout the world, in perpetuity, without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

GENERAL CONDITIONS: By participating in the Promotion and submitting an entry/entries, each entrant agrees to all terms and conditions and further agrees that the Released Parties are not responsible for stolen, late, incomplete, inaccurate, misdirected, lost, damaged, delayed, postage-due or garbled entries, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network (such as Twitter), computer, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prize or in any

Promotion-related materials, or the cancellation or postponement of any travel flight or lodging. For details regarding collection of information from Eligible Entrants, please consult the privacy policy available on the Sponsors' Web sites. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website or attempt to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by the Sponsors, the Prize Sponsors or their respective agents. Sponsors shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Promotion, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guarantee or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. Any Sponsor's or Prize Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All disputes will be resolved under applicable U.S. laws in the State of Ohio.

This Agreement will be governed by the laws of the State of Ohio. Any court of competent jurisdiction sitting within Ohio will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. The Sponsors will be entitled to recover their court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement. The Sponsors reserve the right, in their sole discretion, to amend, modify, cancel or suspend the Promotion (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Promotion (or any portion thereof). In the event of cancellation, The Sponsors may elect to identify winners and award the prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS WILL DISQUALIFY ANY SUCH ENTRANT AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Entries generated by a script, macro or other mechanical or automated means will be disqualified.

WINNERS LIST/OFFICIAL RULES: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to The Wendy's "Say Cheese" for the Asiago Ranch Chicken Club Winners List, Awkward Family Photo, LLC, 16255 Ventura Blvd., Suite 525, Encino, CA 91436. All such requests must be received by March 1, 2011. These Official Rules will be posted on the Website.