

## **2019 NOODLES & COMPANY SURVEY SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The 2019 Noodles & Company Survey Sweepstakes ("Sweepstakes") is sponsored by Noodles & Company ("Sponsor"), 520 Zang Street, Suite D, Broomfield, CO, 80021-8239 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Rd., Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on July 1, 2019 at 12:00 AM Central Time ("CT") and ends on December 31, 2019 at 11:59:59 PM CT ("Sweepstakes Period"). The Sweepstakes includes the following six (6) monthly entry periods (each a "Monthly Entry Period"):

<b>Monthly Entry Period</b>	<b>Start Date (at 12:00 AM CT)</b>	<b>End Date (at 11:59:59 PM CT)</b>	<b>Mail-In Entry Received by Date</b>	<b>Drawing Date (on or about)</b>
July	7/1/19	7/31/19	8/12/19	8/13/19
August	8/1/19	8/31/19	9/10/19	9/11/19
September	9/1/19	9/30/19	10/10/19	10/11/19
October	10/1/19	10/31/19	11/11/19	11/12/19
November	11/1/19	11/30/19	12/10/19	12/11/19
December	12/1/19	12/31/19	1/10/20	1/13/20

Non-winning entries will **not** carry forward into subsequent Entry Periods. Additionally all entries received in July, August, and September will combine into the "Quarterly Drawing 1", and all entries received in October, November, and December will combine into the "Quarterly Drawing 2", as set forth below:

<b>Quarterly Drawing</b>	<b>Start Date (at 12:00 AM CT)</b>	<b>End Date (at 11:59:59 PM CT)</b>	<b>Mail-In Entry Received by Date</b>	<b>Drawing Date (on or about)</b>
1	7/1/19	9/30/19	10/10/19	10/11/19
2	10/1/19	12/31/19	1/10/20	1/13/20

There will only be two (2) Quarterly Drawings. The Administrator's computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes 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 enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

**3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes:

**A. Online Survey:** An eligible entrant may purchase any food or beverage item from a participating Noodles & Company restaurant within the fifty (50) United States and the District of Columbia, visit [www.feedback.noodles.com](http://www.feedback.noodles.com) ("Website"), and follow the instructions to enter the unique code printed on entrant's Noodles & Company receipt, complete a survey, and provide entrant's complete first and last name, e-mail address, and phone number. After the completion of the survey and submission of entrant's information on the Website, an entrant will receive one (1) entry into the applicable Monthly Entry Period and one (1) entry into the applicable Quarterly Drawing (based on the date in which the survey is completed).

**B. Mail-In Entry Without Purchase:** To enter without making a purchase, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: 2019 Noodles & Company Survey Sweepstakes (PL12260), P.O. Box 251328, West Bloomfield, MI 48325. A Mail-In Entry must be postmarked by the Entry Period End Date and received by the Mail-In Entry Received by Date (as indicated in Section 1) to be eligible for the applicable Monthly Entry Period and Quarterly Drawing. An entrant will receive one (1) entry into the applicable Monthly Entry Period and Quarterly Drawing for a valid Mail-In Entry. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in envelopes or sent in excess of the entry limits set forth below will not be accepted. A Mail-In Entry received without a verifiable and legible return address will be deemed incomplete and not valid.

**IMPORTANT:** If using a mobile device to participate in the Sweepstakes, data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless providers' pricing plans.

**Limit:** Regardless of the method of entry, limit one (1) entry per entrant per Monthly Entry Period, and up to three (3) entries per entrant per Quarterly Drawing. Entries received in excess of the entry limit will be invalid.

**4. RANDOM DRAWINGS:** On or about each Monthly Entry Period Drawing Date listed in Section 1, the Administrator will randomly select ten (10) potential "Monthly Prize" winners from all eligible entries received during the applicable Monthly Entry Period. On or about each Quarterly Drawing Date listed in Section 1, the Administrator will randomly select one (1) potential "Quarterly Prize" winner from all eligible entries received during the applicable Quarterly Drawing. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

**A. Monthly Prizes (10 per Entry Period, 60 total):** Each Monthly Prize winner will receive a \$100 check made payable to the winner ("Monthly Prize"). Ten (10) Monthly Prizes are available in each Monthly Entry Period. The ARV of each Monthly Prize is \$100.

**B. Quarterly Prizes (1 per Quarterly Drawing, 2 total):** Each Quarterly Prize winner will receive a \$1,000 check made payable to the winner ("Quarterly Prize"). Only one (1) Quarterly Prize is available in each Quarterly Drawing. The ARV of each Quarterly Prize is \$1,000.

**C. Total ARV:** The total ARV of all prizes available during the entire Sweepstakes Period is \$8,000.

**D. Odds of Winning:** The odds of winning a Monthly Prize depend on the total number of eligible entries received during each Monthly Entry Period. The odds of winning a Quarterly Prize depend on the total number of eligible entries received during each Quarterly Drawing.

**E. General:** In no event will more than the above numbers of prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received), Sponsor reserves the right to award a prize through a random drawing from among all eligible prize claims received. An entrant may win both one (1) Monthly Prize and one (1) Quarterly Prize during the entire Sweepstakes Period. No prize substitution or exchange will be allowed, except by Sponsor, as provided herein. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If after a good-faith attempt Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

**6. HOW TO CLAIM A PRIZE:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. Potential winners will be contacted by Administrator via e-mail or phone call following a random drawing and will be required to provide their complete mailing addresses within three (3) calendar days of notification. After verification, Sponsor will mail each prize to a winner at the address provided during winner verification or on a Mail-In Entry. Please allow six (6) to eight (8) weeks after verification for prize delivery. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize, winner notification is returned as undeliverable, or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, a prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received, time permitting. A prize is not transferable and includes only the items specifically listed as part of the Prize. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize or portion thereof with another prize of equal or greater value. Any portion of a prize not accepted by winner will be forfeited. Federal, state, and local taxes on a prize and any expenses relating to the acceptance of and use of a prize not specified herein are the responsibility of a winner. A prize will be awarded only to a verified winner.

**7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes 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, 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 Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; or (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or

otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (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 Sweepstakes; 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of the entrant's 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 a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (g) the negligence or willful misconduct by entrant. The foregoing release and hold harmless agreement is applicable even if any of the listed claims and/or causes of action are caused, in whole or in part, by any wrongful, negligent, or unauthorized act or omission of any of the Released Parties.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, 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.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE BROOMFIELD COUNTY, COLORADO. 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES ("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 COLORADO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN BROOMFIELD COUNTY, COLORADO. 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. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES 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 SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

9. **PRIVACY:** Sponsor's privacy policy is available at <https://www.noodles.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes 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.
11. **GENERAL:** This Sweepstakes is subject to all federal, state, and local laws and regulations. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of a prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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.** In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "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 e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. If any provision of these Official Rules 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 Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** For the names of the winners, interested individuals should mail a self-addressed stamped business envelope to: Winner List, 2019 Noodles & Company Survey Sweepstakes (PL12260), P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than February 29, 2020.

© 2019 Noodles & Company.