

**“Let KFC Be Your Wing Man” Program
Terms & Conditions**

The “Let KFC Be Your Wing Man” Program (“Program”) begins at 8:00 a.m. Eastern Time (“ET”) on January 26, 2012 and ends at 11:59 p.m. ET on January 31, 2012 (“Program Period”).

WHO MAY MAKE A SUBMISSION: Open to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of KFC Corporation (“Promoter”), KFC National Council and Advertising Cooperative, Inc. (“NCAC”), Weber Shandwick, and their respective parents, affiliates, subsidiaries, members, franchisees, licensees and advertising and promotion agencies are not eligible to participate or win. By participating, individuals agree to be bound by these Terms and Conditions and the decisions of the Promoter, which are binding and final on matters relating to this Program. If you are employed by a company or business, please make sure your participation in this Program does not violate any of your company’s policies. Program is subject to all applicable federal, state and local laws. Void where prohibited by law. This Program is in no way sponsored, endorsed, or administered by, or in association with Twitter. You understand that you are providing your information to Promoter and not to Twitter. The information you provide will be used for the purposes of Program administration. The Program may be withdrawn without prior notice.

HOW TO MAKE A SUBMISSION: During the Program Period, be a follower of @kfc_colonel on Twitter. Then, tweet why you would want KFC to be your Wingman at your home football party and include the hashtag #KFCWingman (each, a “Submission”). All Submissions must be received by 11:59 p.m. ET on January 31, 2012 to be eligible. Submissions generated by script, macro or other automated means and Submissions by any means which subvert the submission process are void. Participants must follow @kfc_colonel in order to be considered. A Twitter account is required to participate and may be opened for free at <http://twitter.com>. Limit one (1) Submission per person and per Twitter account throughout the Program Period. Entries received from any person or Twitter account in excess of the above stated limitation, or otherwise not in compliance with these Terms and Conditions, will be void. All Submissions become the sole property of the NCAC and will not be returned. By participating, you agree that the Released Parties (as defined below) are not responsible for any use of your Submission by third parties. Promoter does not guarantee that it will consider your Submission.

REQUIREMENTS OF SUBMISSIONS: Submissions contained therein must (i) be participant’s own original work, (ii) be in English, (iii) cannot be previously published or submitted in connection with any other promotion, and (iv) cannot be offensive or inappropriate, as determined by the Promoter in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any personal, contractual or property right of any person or entity, including without limitation any person or entity’s intellectual property rights. Promoter reserves the right to disqualify any Submission that it determines, in its sole discretion, is offensive or inappropriate, or that is otherwise not in compliance with these Terms & Conditions.

DETERMINATION OF AWARD RECIPIENT: All eligible Submissions received by Promoter will be reviewed and judged based on a variety of factors including, without limitation, originality, creativity, ease of execution, and other factors determined by Promoter in its sole discretion to identify one recipient to receive the award below from Promoter (“Recipient”). In addition to

review of eligible Submissions, Promoter, or its designees, shall have the right to conduct additional review and judging, based on the factors named above, through telephone or web interviews with potential Recipients to assist in selecting the Award Recipient, and Recipients agree to be reasonably available for such interviews and understand that such interviews may be recorded by Promoter or its designee and used by NCAC or its designees in connection with the Program without further compensation, approval or notice. A potential Recipient will be notified by telephone, mail and/or email. The provision of the Award is subject to verification of eligibility and compliance with these Terms & Conditions. Promoter reserves the right not to provide the Award if, in its sole discretion, there are not a sufficient number of eligible and qualified Submissions received.

AWARD RECIPIENT DOCUMENTS: Each potential Recipient will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law), and any other documents required by Promoter, which must be returned within 24 hours of date and time appearing on notification. Return of notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of the Promoter to contact the potential Recipient within a reasonable time period or noncompliance with these Terms & Conditions will result in disqualification and, at Promoter's sole discretion, Promoter may grant the Award to another participant. In addition, Promoter or its designee shall have, and any potential Recipient shall agree to grant Promoter or its designee, the right to conduct a background check on any potential Recipients and assess whether or not potential Recipients home is a suitable venue for the Award. Promoter reserves the right to reject any potential Recipient for any or no reason.

AWARD (1): One Recipient will be eligible to host a football themed party on February 5, 2012 with former professional football player Shannon Sharpe catered by KFC at Recipient's residence, for up to 30 guests. Recipient will also receive a check for \$10,000, which may be used to purchase electronics and furniture for party room makeover. The approximate retail value of the Award is \$10,000. All prize details, including without limitation the exact time of the party, are to be determined by Promoter in its sole discretion. Date of party subject to change by Promoter. Failure of Recipient to accept date, time, and location of party will result in forfeiture of the Award. In the event Shannon Sharpe is unable to attend the party, no compensation or substitution will be provided in lieu thereof; however, remainder of the Award will be provided and Promoter will have no further obligation to Recipient. The Award is awarded "as is" with no warranty or guarantee, either express or implied by Promoter. The Recipient may not substitute, assign or transfer prize or redeem any non-cash portion of the Award for cash, but Promoter reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. The Recipient is responsible for all applicable federal, state and local taxes, if any.

FOOTAGE: Recipient and his/her guests at party may be photographed, videotaped and otherwise recorded by Promoter during the party (collectively, "Footage"). Footage will be owned by NCAC who has the right for itself and its designees to use, edit, adapt, post, stream, copy and exploit such Footage and all elements embodied therein, including any names and likenesses embodied therein, on Twitter and in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional, trade and other purposes. By accepting the Award, Recipient agrees that his/her name and likeness and those of any other individuals present may be included in the Footage, in NCAC's or its designee's sole discretion. Recipient agrees to help Promoter retain necessary releases (as applicable) if requested by Promoter to do so.

GENERAL CONDITIONS: By participating, each participant agrees: (a) to abide by these Terms and Conditions and decisions of Promoter and its designees, which shall be final and binding in all respects relating to this Program; (b) to release, discharge, defend, indemnify and hold harmless Promoter, NCAC, Weber Shandwick, Twitter, and their respective parents, affiliates, subsidiaries, members, franchisees and licensees, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Program or any Program-related activity or the acceptance, possession, use or misuse of any item awarded; and (c) to the use of his/her name, voice, photograph, Submission, Twitter user name, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Promoter, the NCAC and their designees, without compensation (unless prohibited by law) or additional consents from participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Program without the prior consent of the Promoter and the NCAC, which either may withhold in its sole discretion.

OWNERSHIP/USE OF SUBMISSIONS: Each participant hereby acknowledges that a Submission and all other materials of every kind whatsoever created by participant relating to the Offer (collectively, the "Work") are a "work made for hire" (as that term is used in the United States Copyright Act) for NCAC, and NCAC is the sole and exclusive owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Work, including without limitation all copyrights in and to the Work (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto, and may modify, reproduce, distribute, edit, adapt, and exploit the Work (and all rights therein) in any manner throughout the world without restriction. Without limiting the binding effect of any of the foregoing provisions, in the event that any part of the Work is not deemed to be a "work made for hire" for NCAC, then participant hereby irrevocably and exclusively grants and assigns to NCAC (or, if any applicable law prohibits or restricts such assignment, participant hereby grants to NCAC an irrevocable, perpetual, royalty-free, transferable license of) unlimited right, title and interest in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised without compensation, permission or notification to applicant or any third party.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions or tweets, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), websites, 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 difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or review of Submissions, the announcement of the Award, or in any Program-related materials. Released Parties are also not responsible for

any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of websites. Persons who tamper with or abuse any aspect of the Program or websites, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms and Conditions, as solely determined by Promoter, will be disqualified and all associated Submissions will be void. Should any portion of the Program be, in Promoter's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Promoter, corrupt or impair the administration, security, fairness or proper play, or submission of Submissions, Promoter reserves the right at its sole discretion to suspend, modify or terminate the Program (or portion thereof) and, if terminated, at its discretion, select the potential Recipient from all eligible, non-suspect Submissions received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant, Promoter and NCAC in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Kentucky without giving effect to any choice of law or conflict of law rules (whether of the State of Kentucky or any other jurisdiction).

AWARD RECIPIENT'S NAME: For the name of the Award Recipient, (available after February 5) send a self-addressed stamped envelope to: "Let KFC Be Your Wing Man" Program Award Recipient, for receipt no later than February 29, 2012.

PROMOTER: KFC Corporation, 1441 Gardiner Lane, Louisville, KY 40213

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