

## **KFC Hot Wings for a Fowl Season Offer Terms and Conditions**

### **NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

The KFC Hot Wings for a Fowl Season Offer (the "Offer") starts on January 10, 2012 at 8:00 a.m. Eastern Time ("ET") and ends on January 20, 2012 at 11:59 p.m. ("ET") or when supplies are exhausted (approximately 3,000), whichever occurs first ("Offer Period").

**ELIGIBILITY:** Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age. Employees of KFC Corporation ("Sponsor"), KFC National Council and Advertising Cooperative, Inc. ("NCAC"), Weber Shandwick, and their respective parents, subsidiaries, affiliates, members, franchisees and licensees, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. The Offer is subject to all applicable federal, state and local laws. This Offer is in no way sponsored, endorsed, or administered by, or associated with Twitter, the National Football League or any individual team or team player. You understand that you are providing your information to Sponsor and not to Twitter. The information you provide will be used for the purposes of Offer administration.

**HOW TO ENTER:** To be eligible, be a follower of @KFC\_Colonel on the official KFC Twitter page ([http://twitter.com/kfc\\_colonel](http://twitter.com/kfc_colonel)), and tweet a photo with the hashtag #KFCWingman that illustrates the "fowl" ending to your favorite pro football team's season ("Entry"). Entry must (i) be participant's own original work, (ii) cannot be previously published or submitted in connection with any other promotion, (iii) be in keeping with KFC's image and (v) not be offensive or inappropriate, as determined by KFC 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. Use of any names, logos, trademarks, slogans and the like of the National Football League, any team, or any player is not permitted. KFC reserves the sole and absolute right to disqualify any Entry that is not in compliance with these Terms and Conditions. Offer may be withdrawn without prior notice. If you choose to access Twitter using your mobile phone, standard messaging or other mobile fees may apply. See your wireless provider for pricing plan details. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. There is a limit of one Entry per person and per Twitter account. Entries received from any person or Twitter account in excess of the above stated limitation, or otherwise not in compliance with these Official Rules, will be void. A Twitter account is required to enter and can be opened for free at <http://twitter.com>.

**WINNERS:** The first 3,000 qualified Entries will receive a direct message from KFC asking for their complete mailing address for delivery of a prize. Potential winners must respond to such direct message within 48 hours of notification otherwise their offer request will be disqualified. Decisions of Sponsor or its designees are final and binding on all matters relating to this Offer.

**PRIZES:** Each winner will receive a one (1) \$5.00 KFC Gift Check by mail. Approximate Retail Value ("ARV") of each individual prize is \$5; ARV of all prizes is \$15,000. KFC Gift Checks are redeemable toward the purchase of KFC products only at participating restaurants in the United States and District of Columbia, may not be redeemed for cash and are subject to terms and conditions specified by the NCAC. Each prize is awarded "as is" with no warranty or guarantee,

either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any. All prize details are at Sponsor's sole discretion.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and its designees, which shall be final and binding in all respects relating to this Offer; (b) to release, discharge, defend, indemnify and hold harmless Sponsor, 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 entrant's participation in the Offer or any Offer-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, photograph, Entry, 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 Sponsor, NCAC and their designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Offer without the prior consent of the Sponsor and NCAC, which either may withhold in its sole discretion.

**OWNERSHIP/USE OF APPLICATIONS:** Each participant hereby acknowledges that the Entry and all other materials of every kind whatsoever created by entrant 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 entrant hereby irrevocably and exclusively grants and assigns to NCAC (or, if any applicable law prohibits or restricts such assignment, entrant 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:** Odds of winning depend upon the number of eligible Entries received. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries 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 Offer, including, without limitation, errors or difficulties which may occur in connection with the administration of the Offer, the processing or judging of Entries, the announcement of the prize, or in any Offer-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 Offer. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Offer or downloading materials from or use of websites. Persons who tamper with or abuse any aspect of the Offer or websites, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Offer be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Offer (or portion thereof) and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND NCAC EACH RESERVE 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 Official Rules, or the rights and obligations of the entrant, Sponsor and NCAC in connection with the Offer, 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).

**REQUEST FOR WINNER'S NAME:** For the name of the winners (available after January 31, 2012), send a self-addressed, stamped, envelope to: The KFC "Hot Wings for a Fowl Season Twitter Giveaway": 676 N St. Clair, Suite 1000, Chicago, IL 60611.

**SPONSOR:** KFC Corporation, 1441 Gardiner Lane, Louisville, KY 40213

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