

**CARL'S JR.® CALL OF DUTY®: BLACK OPS III
INSTANT WIN GAME & SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING.**

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND WASHINGTON D.C. VOID IN FLORIDA, NEW YORK, RHODE ISLAND, PUERTO RICO, AND ALL OTHER U.S. TERRITORIES, AND WHERE RESTRICTED OR PROHIBITED.

1. How to Get a Code. The Carl's Jr.® Call of Duty®: Black Ops III Instant Win Game & Sweepstakes (the "Game") will begin on October 21, 2015 at 7:00 am EDT and in-store distribution of Codes on 40 oz. Carl's Jr. Call of Duty®: Black Ops III Instant Win Game & Sweepstakes Cups ("the Cup") will conclude on December 21, 2015 at 11:59 pm EST, or when all 40 oz. cups with food offers/prizes and unique 9-digit potential prize codes have been fully distributed (the "Game Period"). The special Carl's Jr. Call of Duty®: Black Ops III Instant Win Game & Sweepstakes peel-off labels feature two parts: a food offer or prize on one part that must be redeemed at Carl's Jr. by December 31, 2015; and a unique 9-digit potential prize code on the other part that must be entered online by 6:00 pm EST on January 4, 2016 (the "Entry Deadline"). To obtain a peel-off label with food offer or prize and unique 9-digit potential prize code on cup, visit any participating Carl's Jr.® restaurant during the Game Period and purchase a large 40 oz. beverage while supplies last (for locations, see www.carlsjr.com). To receive a free peel-off label with food offer or prize and unique 9-digit potential prize code without making a purchase, send a self-addressed stamped envelope (VT and WA residents may omit self-addressed postage but must include self-addressed envelope) to Carl's Jr.® Call of Duty®: Black Ops III Instant Win Game & Sweepstakes, P.O. Box 809004, Houston, TX 77280-9921. The mail in request must be postmarked by December 16, 2015 and received by December 23, 2015.

2. Eligibility. The Game is open to legal residents of the United States and Washington D.C., excluding Florida, New York, Rhode Island, Puerto Rico, and all other U.S. territories, and where restricted or prohibited by law, who have reached the age of (18) eighteen in their state of residence by October 21, 2015. Employees of Sponsor, Activision Blizzard, Inc., 5.11 Tactical, Treyarch Studios or any other company involved in the execution of the Game, their parent companies, subsidiaries, franchisees, affiliates, advertising and promotion agencies, together with the immediate families and those persons living in the same household as such employees, are not eligible.

3. How to Play. One part of the peel-off labels on 40 oz. Carl's Jr. Call of Duty®: Black Ops III Instant Win Game & Sweepstakes cups will reveal a food offer or food prize that must be redeemed with a Carl's Jr. cashier by December 31, 2015. The other part of the peel-off label will reveal a unique 9-digit potential prize code that can only be entered once. After you have obtained a unique 9-digit potential prize code, go online to the website <http://www.CarlsJr.com/CallofDuty> and click on the "Enter Code" link during the Game Period, enter your code where indicated along with your valid email address, and other requested information, including, but not limited to, name, valid street address (P.O. boxes are not accepted), date of birth, and telephone number, and the system will reveal if you are an instant winner. If you are an instant winner your prize will be revealed online and you will also receive an email confirming the prize you have won. If your unique 9-digit potential prize code is not an instant prize winner you will still automatically be entered to win the Grand Prize. Each time that an Entrant enters a unique 9-digit potential prize code on to the Website during the Game Period he/she will receive one (1) automatic entry into the Sweepstakes and 2nd Chance Drawing.

4. Prize Winner Selections & Notification. One (1) Grand Prize will be awarded, via a random drawing from all eligible entries received on or before the Entry Deadline, conducted by an independent judging organization on or about January 22, 2016. Potential Grand Prize winner will be contacted via the mailing address, email or telephone number submitted at the time of entry. Potential winner of the Grand Prize will be required to complete a winner's affidavit, a liability release, and (where lawful) a publicity release prior to receiving the prize. Failure to return the affidavit within fourteen (14) days of receipt will result in the prize being forfeited and a new potential winner being selected. If the potential Grand Prize winner is not eligible or cannot be reached by telephone, email, or mail, after the second attempt, or if the Prize notification is ignored, returned as unclaimed, not timely responded to, or undeliverable for whatever reason beyond the control of Sponsor, the Prize will be forfeited, and an alternate winner may be selected at Sponsors sole discretion.

5. Prizes and Odds. Odds of winning a prize depend on the number of eligible entries received. One (1) Grand Prize will be awarded, consisting of a Trip for the winner and a guest to Los Angeles, CA, a visit/tour of Treyarch Studios and Call of Duty Black Ops III gear including a signed copy of the Call of Duty: Black Ops III game. Trip must be booked by March 1, 2016 and completed by June 30, 2016. Grand Prize Trip will consist of: Roundtrip coach class airfare for two (2) from major airport nearest winner's home to Los Angeles, CA. (Airport, airline, and flight itinerary determined by Sponsor in its sole discretion). Guest of Grand Prize winner must also travel from same airport/itinerary as Grand Prize winner and will be solely responsible for any costs incurred traveling to and from the same airport. Included will be a tour of Treyarch Studios, two (2) gift bags containing Call of Duty: Black Ops III gear and two (2) copies of the Call of Duty: Black Ops III game signed by the developers, along with 3 days, 2 night's hotel accommodations in Santa Monica, CA. Hotel to be selected by Sponsor in its sole discretion for two people (single room, double occupancy). Actual prize value may vary based on airfare fluctuations and distance between departure and destination and seasonal

factors. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip airfare at Sponsor's sole discretion. All expenses and incidental travel costs not expressly stated in the Official Rules as part of the Grand Prize, including but not limited to, meals, gratuities, incidentals, airport fees, parking fees, personal charges at the hotel, etc., are the sole responsibility of the winner. Prize details and availability are subject to change, in which case Sponsor may substitute a prize of equal or greater value. Travel companion will be required to execute a liability/publicity release prior to ticketing airline flight (Tennessee residents need not execute publicity release). All elements of Grand Prize must be used during the same trip. Winner is responsible for all local, state and federal taxes and fees, if any. Prize is non-transferable, except at Sponsor's sole discretion. No substitutions or cash redemptions, except at Sponsor's sole discretion. By entering this Sweepstakes and accepting the prize, each winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any prize-related activity. Each winner understands and agrees that Sponsor and the applicable prize providers have the right, in their sole discretion, to disqualify and remove such winner or his/her guest from any activity at any time if the winner's or his/her guest's behavior is at any point uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, Activision, 5.11 Tactical, Treyarch Studios or otherwise violates the policies of the prize providers. Grand Prize winner will receive an IRS Form 1099 from Sponsor for the total ARV of Grand Prize. Grand Prize Approximate Retail Value ("ARV") \$5,000.00.

The odds of winning an instant win food prize are 1:1.6. The odds of winning any other prize are dependent on when the entry is made using the unique 9-digit potential prize code. Prizes will be available during the game period during 7 second intervals. The first person to complete an entry at or after the randomly predetermined winning time as determined by the Administrator will be a potential winner of a prize.

Prizes	Qty	Value Each
Grand Prize Trip	1	\$5,000.00
COD Black Ops III Game	500	\$60.00
Astro Headset	5	\$250.00
Personalization Pack	112,500	\$2.00
Weapon Camo	162,500	\$1.00
Reticles	212,500	\$1.00
Calling Card	262,500	\$1.00
5.11 Limited Edition Field Cap	6,500	\$19.99
5.11 NBD Duffle	100	\$74.99
5.11 Moab™ 10 Slingpack	25	\$100.99
5.11 S+R A2 Flashlight	100	\$64.99
5.11 Climb Tactical Eyewear	25	\$84.99
5.11 Rush Delivery Messenger	25	\$94.99
Free Small Fry	1,410,000	\$1.79
Free Small Soft Drink	1,410,000	\$1.59

Non-winning Peel-Off Labels will contain a coupon redeemable for one of the following:

- i. One free Criss Cut® Fries with Purchase of a Large Soft Drink
- ii. One free Small Soft Drink & Small Fry w/Purchase of any size Tex Mex Bacon Thickburger®
- iii. One free Medium Soft Drink w/Purchase of 5pc Hand-Breaded Chicken Tenders™
- iv. One free Small Soft Drink & Small Hash Brown Nuggets with purchase of a Monster Biscuit®
- v. One free 1/3 lb. Tex Mex Bacon Thickburger® with Purchase of a Large Soft Drink

Total number of prizes to be awarded: 3,577,281. The total value of all prizes is \$5,815,507.25.

6. Prize Claims. Food coupon offers or food prizes must be redeemed at the restaurant cashier by December 31, 2015. Digital Carl's Jr. Call of Duty®: Black Ops III Instant Win Game & Sweepstakes prizes will be sent to the COD Dashboard of the entrant, if a COD gamer account has been previously established by the entrant. Digital prizes must be activated by January, 15, 2016. Physical prizes will be mailed to the address provided by the entrant. P.O. Boxes are ineligible. Please allow six weeks after the game period for delivery of physical prize.

7. 2nd Chance Drawing. Unclaimed physical prizes (all 5.11 items, Astro Headsets and COD Black Ops III Games) may be awarded, if applicable, subject to the receipt of a sufficient number of eligible 2nd chance entries, in a random drawing at the conclusion of the Game from among all eligible 2nd chance entries received. Any unclaimed in-game Activision prizes will not be included in the second chance drawing. The 2nd chance drawing will be conducted on or about January 26, 2016 by an independent judging organization, whose decisions are final & binding in all matters relating to this drawing. The 2nd Chance Drawing entry period begins

on December 23, 2015 at 7:00 am EST and ends on January 21, 2016 at 11:59 pm EST. If a user does not win an Activision or 5.11 Tactical physical prize, the code used will automatically enter the user into a 2nd chance drawing for any unclaimed physical Activision and 5.11 Tactical prizes. To enter 2nd Chance Drawing without entering a code into the Game, hand print name, address, email address, daytime phone, and date of birth (entrant must be at least 18 years of age on the 2nd chance drawing date) on a 3"x5" piece of paper and mail with sufficient postage for receipt between December 23, 2015 and January 21, 2016 to: Carl's Jr®. Call Of Duty®: Black Ops III Instant Win Game & Sweepstakes 2nd Chance Drawing, P.O. Box 809004, Houston TX 77280-9921. Limit one (1) 2nd Chance Drawing mail in entry per person. Also, limit one (1) entry per outer stamped envelope. Typed, computer-generated or otherwise mechanically reproduced outer envelopes/requests are NOT allowed and will be void. Odds of winning in 2nd Chance Drawing depend on number eligible entries received. The value of any un-awarded prizes will be kept by Sponsor.

8. Total Prizes Awarded. Total number of prizes available to be awarded: 3,577,281. Total ARV all prizes: \$5,815,507.25. Only the number of prizes stated herein will be awarded. If printing, seeding, technical, computer, human or other errors result in more valid, eligible prize claims for any prize than the number of that prize set forth in these Official Rules, all such eligible, non-suspect prize claims received for the applicable prize will be combined in a random drawing to award the number of prizes set forth in these Official Rules for that prize.

9. Prize Conditions. All potential winners are subject to verification. All federal, state, municipal and local taxes are the sole responsibility of winner. Releasees are not responsible for damage to a prize or loss of a prize after the prize has been claimed. WINNERS ACKNOWLEDGE THAT PRIZES ARE AWARDED AS-IS. RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS THEREOF. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

10. General. VOID IN FLORIDA, NEW YORK, RHODE ISLAND, PUERTO RICO, AND ALL OTHER U.S. TERRITORIES, AND WHERE RESTRICTED OR PROHIBITED BY LAW. ALL FEDERAL, STATE, MUNICIPAL AND LOCAL LAWS AND REGULATIONS APPLY. Prizes are non-transferable; no substitutions or exchanges, except by Sponsor or applicable prize retailer due to unavailability, in which case a prize of equal or greater value will be awarded. All expenses on receipt and use of prize and any federal, state and local taxes on the prize are the responsibility of the winner. All Codes are subject to verification and are void if (a) not obtained or in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeit, altered, defective, illegible, reproduced, tampered with, mutilated or irregular in any way or (c) contain printing, typographical, mechanical, seeding or other errors. Sponsor's liability for Codes containing printing or other errors is limited to replacement of such Codes with another eligible Code, while supplies last. By entering Game, entrants hereby waive and release and agree to indemnify, defend and hold harmless the Sponsor, Activision Blizzard, Inc., 5.11 Tactical, 72andSunny, Treyarch Studios, CDM/TSC, and prize providers and each of their respective parents, subsidiaries, affiliates, licensors, licensees, franchisees, contractors, distributors, suppliers, sales representatives, retailers, advertising or promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, "Releasees") from any and all losses, damages, rights, claims, and actions of any kind (including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy) in connection with the Game, including, without limitation, those arising, in whole or in part, directly or indirectly, out of participation in the Game, or from acceptance, possession, use, or misuse of any prize awarded in connection with the Game. Releasees are not responsible for: (i) entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by the Sponsor or its agents for any reason, (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries, (iii) failed or unavailable hardware, network, software or telephone, cable or satellite transmissions, cellular equipment towers, damage to entrants' or any person's computer, wireless phone/handset and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Game or (iv) any entries submitted in a manner that is not expressly allowed under these rules. Releasees assume no responsibility for canceled, delayed, suspended or rescheduled events (including flights) beyond their control. All incomplete or non-conforming entries will be disqualified. Releasees are further not responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Game or by any technical or human error which may occur in the transmission, receipt or processing of the entries. By participating in this Game, entrants agree to abide by and be bound by these Official Rules, and understand that the results are final in all respects. By accepting the prize, winner grants to Sponsor and its advertising and promotions agencies the right to use his/her name, likeness, hometown and biographical information, for any lawful purpose (including but not limited to advertising and promotion), in perpetuity, in any media now known or hereafter developed, without further permission or compensation, except where prohibited by law. By accepting a prize, each winner releases Releasees from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this program, or the acceptance, possession, use or misuse of any prize, or while preparing for, participating in and/or traveling to or from any prize related activity and claims based on rights of publicity, rights of privacy, defamation or prize delivery. Sponsor reserves the right to cancel the entire Game or modify the Game, if it determines that

the integrity of the Game has been jeopardized. In the event of such cancelation Sponsor shall award the remaining prizes via a random drawing from among all eligible entries received as of the date of termination. Any attempt by an entrant to deliberately undermine the legitimate operation of the Game is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

11. Governing Law; Disputes: By entering the Game, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Game or the Prize award shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Houston, Texas; and (ii) in addition to the limitations in Section 9 of these Official Rules, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Game but in no event attorneys' fees or incidental, consequential, special or punitive damages. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the State of Texas, without regard to conflicts of law rules that may cause the application of a law other than the law of the State of Texas.

12. Winners List. To obtain the names of prize winners, send a stamped, self-addressed envelope (VT and WA residents may omit self-addressed postage but include self-addressed envelope) after February 21, 2016 and no later than January 26, 2017 to: Carl's Jr.® Call of Duty®: Black Ops III Instant Win Game & Sweepstakes Winners List, P.O. Box 809004, Houston TX 77280-9921.

13. Sponsor. Carl's Jr. Restaurants LLC., 6303 Carpinteria Avenue, Carpinteria, CA 93013

14. Administrator. CDM/TSC, 6450 Clara Road Suite 100 Houston, TX 77041.

15. Privacy Policy: Any personally identifiable information collected during an Entrant's participation in this Promotion will be collected by Sponsor or its agent and used by Sponsor, Administrator and their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.carlsjr.com/privacy>.

© 2015 Carl's Jr. Restaurants LLC. All rights reserved.

© 2015 Activision Publishing Inc.

5.11®, 5.11 Tactical®, and various related marks are trademarks of 5.11 Inc.

ACTIVISION, CALL OF DUTY, CALL OF DUTY BLACK OPS, and stylized roman numeral III are trademarks of Activision Publishing, Inc. The rating icon is a trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

May contain content inappropriate for anyone under 18. Visit esrb.org for rating information.

Activision Publishing Inc., 5.11 Tactical, and each of their respective parents, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of this Game.