

JIMMY JOHN'S CONTEST OFFICIAL RULES - INSTAGRAM

By entering the Jimmy John's Contest ("Contest"), each participant ("Participant") agrees to be bound by the following terms and conditions.

- 1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. Purchase will not improve your chances of winning.**
- 2. Sponsor.** The sponsor of the Contest is Jimmy John's Franchise, LLC ("Sponsor"), 2212 Fox Drive, Champaign, IL 61820.
- 3. Eligibility.** The Contest is open only to legal U.S. residents of the 48 contiguous United States and the District of Columbia who are 13 years of age (or the age of majority in their jurisdiction of residence, whichever is greater) or older at the time of entry and have an active Instagram account. Employees, officers and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor, advertising and promotion agencies, and any and all other companies associated with the Contest are not eligible to participate. Void where prohibited. All federal, state, local, and municipal laws and regulations apply. If you are a deemed a minor in your state of residence ("Minor"), you must have the consent of your parent or legal guardian to participate in this Contest. Proof of such consent may be required at any time.
- 4. How to Enter.** You will need an active and non-private Instagram account ("Account") to participate in the Contest. If you don't already have a Instagram Account, visit www.Instagram.com or download the free Instagram app to create an Account; creating an Account is free. If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message- and data-pricing plans. All Terms and Conditions of Instagram apply. To enter, you must "follow" Jimmy John's on Instagram and you must reply to/comment on the Instagram Contest Announcement posted by Jimmy John's Instagram account during the Contest Period and correctly identify the location depicted in the Contest Announcement post. The Contest begins at the time and date the Instagram Contest Announcement post is posted by Jimmy John's Instagram and ends at 11:59pm CT on that date ("Contest Period"). Sponsor's computer is the official timekeeping device for the Contest. Entries property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into by Sponsor to Participant regarding the status of an entry. One (1) entry per Participant. One prize per household/Instagram account. Participant may not participate with multiple e-mail addresses or Instagram accounts.
- 5. Selection of Potential Winners.** The first Participant to correctly identify the location depicted in the Contest Announcement post will be selected as a potential winner (a "Potential Winner"). Odds of winning the Contest depend on the number of eligible entries received. Decisions of Sponsor are final and binding on all matters. Prizes won by Minors will be awarded to parent or legal guardian who must sign affidavit/release.
- 6. Prizes.** One (1) prize consisting of one (1) \$25 Jimmy John's gift card. The total

approximate retail value of the prize is \$25. Difference between actual value and stated value will not be awarded. Potential Winners are responsible for reporting and paying any and all income, sales or excise taxes that may apply to accepting prizes; Sponsor is not responsible for and will not pay any such taxes. Prizes non-transferable; no cash redemptions or substitutions of the prize is offered, except at Sponsor's sole discretion. If any prize becomes unavailable for any reason, the Sponsor, in its sole discretion, reserves the right to substitute a prize of comparable value.

7. Notification and delivery of prize.

- a. Potential Winners will be notified via Instagram mention in a post from Sponsor on the Sponsor's Instagram Account within five (5) business days after the end of the Contest Period. Potential Winners must reply by direct message to Sponsor's Instagram Account with their name, email address, and physical address.
 - b. Sponsor reserves the right to disqualify a Potential Winner if he/she does not respond to the notification within 48 hours of Sponsor's post being posted, or if such notification is returned as undeliverable. In such event, Sponsor may select another qualifying Participant as a Potential Winner within 2 working business days thereafter from all remaining eligible entries. If a Potential Winner cannot or will not accept the prize, the prize will be forfeited and an alternate Potential Winner may be selected from all remaining eligible entries.
 - c. Each Potential Winner's prize will be delivered to the Potential Winner by a courier service within 14 days after such Potential Winner has been notified of their prize and he/she accepts his/her prize, in accordance with these Official Rules.
 - d. All prizes will be awarded provided a sufficient number of eligible entries are received.
 - e. Potential Winners may be required to execute an affidavit of eligibility and liability and, except where prohibited by law, publicity release. If any Potential Winner fails or refuses to sign and return these documents within seven (7) days of receipt of such documents, the Potential Winner may be disqualified and an alternate Potential Winner may be selected. Potential Winners may be required to show proof of being an authorized Account holder. Entries will be deemed made by the authorized account holder of the e-mail address associated with the Account. The authorized account holder is the natural person who is assigned an account by Instagram or other organization which is responsible for assigning Instagram accounts or the domain associated with the submitted Instagram account.
- 8. Privacy.** You understand that you are providing your information to Sponsor and not to Instagram. Any questions, comments, or complaints should be directed to Instagram@jimmyjohns.com not Instagram. All entry information may be used by Sponsor in accordance with Jimmy John's Privacy Policy available at <https://www.jimmyjohns.com/privacy-policy/>
- 9. Indemnification.** Each Participant hereby agrees to indemnify and hold harmless Sponsor and Instagram from and against any and all third party claims, actions, or

proceedings of any kind and any and all losses, damages, costs and expenses relating to or arising out of the Contest; participation in the Contest; the acceptance, possession, quality, use or misuse of a prize; or any breach of these Official Rules.

10. **Miscellaneous.** Where permitted by law, acceptance of a prize constitutes Potential Winner's permission for Sponsor and its agents to use Potential Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. By participating in this Contest, Participants agree that Sponsor and its affiliates, and each of their respective directors, officers, employees, agents, heirs, successors, and assigns (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest, or from Potential Winner's acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

Sponsor assumes no responsibility for any damage to any Participant's, or any other person's, computer system, mobile device, tablet, or other device which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, network, software or program malfunctions, interrupted or unavailable network, server or other connections, inability to access Sponsor, submit entries or other disruption related to Internet traffic, virus, bug, or nonauthorized intervention, or other errors, failures, delayed computer or satellite transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due mail; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The use of automated or third-party software or website to enter is prohibited, and any entries made through such methods will be disqualified. Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any

individual using such a method. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest by posting a notice to www.jimmyjohns.com if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein or that the Contest is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures or any other causes which Sponsor deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to the reasons set forth above, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the Potential Winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such selection shall be each Participant's sole and exclusive remedy under such circumstances. Any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. Sponsor's failure to enforce any provisions of these Official Rules shall not constitute a waiver of that provision.

Participants agree to completely release Instagram from all claims based on, related to, or arising from the Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

11. **Governing Law.** These Official Rules, and any issues and questions concerning these Official Rules or the Contest shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. Any legal claims arising out of or relating to these Official Rules or the Contest must be brought in the state or federal courts sitting in Champaign County, Illinois.