

Jimmy John's I'm In The Zone Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. DESCRIPTION: The "Jimmy John's I'm In the Zone" Sweepstakes (the "**Sweepstakes**") begins on or about Monday, August 12, 2019 and ends at 11:59:59 am Pacific Time ("**PT**") on Friday, October 4, 2019 ("**Sweepstakes Period**"). The Sponsor of this Sweepstakes is Jimmy John's Franchise, LLC, 2212 Fox Drive, Champaign, IL 61820 ("**Sponsor**" or "**Jimmy John's**"). The administrator of this Sweepstakes is Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL 32789 ("**Administrator**"). The Sponsor and Administrator shall collectively be referred to as the "**Sweepstakes Entities**".

2. ELIGIBILITY: Sweepstakes is open only to legal U.S. residents who have a permanent legal address within a Jimmy John's delivery zone as of October 4, 2019 and physically reside within the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age and the age of majority in his/her state of primary residence at the time of entry (each, an "**Entrant**" and collectively, "**Entrants**").

If Entrant is unsure of eligibility, his or her permanent address can be verified by entering the address at <https://online.jimmyjohns.com/verify-delivery-address>. Entrant must be the rightful owner (or have authorized use) of the email address identified on the entry form. In the event of a dispute over the identity of an Entrant, the Entrant will be deemed the authorized account holder of the email address associated with the entry, as long as such individual is otherwise eligible and in compliance with these Official Rules. "**Authorized Account Holder**" is defined as the natural person in whose name the email account was opened. In the event a dispute regarding the identity of an Entrant cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible and an alternate potential winner will be selected.

Entrant must not be a Sponsor franchisee, franchise employee, corporate employee, owner, shareholder, officer or director of Sweepstakes Entities or any of the foregoing's parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion or advertising agencies, together with the immediate family members and/or those living in the same household of such persons (collectively, "**Household Members**"). For purposes of the Sweepstakes "**Household Members**" shall mean those people who share the same residence at least three months a year; "**Immediate Family Members**" shall mean spouses, parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or any of their respective spouses. Void where prohibited or restricted by law.

3. HOW TO ENTER: During the Sweepstakes Period, eligible Entrants must visit www.DreamHomeInTheZone.com and click the link to be directed to the Sweepstakes entry page (the "**Sweepstakes Homepage**"). Entrants must follow the on-screen instructions to completely and accurately provide all the requested registration information on the entry form. Entrants will also be required to affirmatively indicate that they have read and agree to these Official Rules. Once the form is completed, Entrant must click the "Enter" button to receive one (1) entry into the Sweepstakes.

Limit one (1) entry per person/email address. Entries must be received by Friday, October 4, 2019 at 11:59:59 am PT. If entries exceed the entry limitations, the Entrant may be disqualified, at the Sweepstakes Entities sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Entrants must accurately provide all of the requested information to be eligible to win. Incomplete, inaccurate, unreadable, or unintelligible entries will be disqualified. ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Sweepstakes constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sweepstakes Entities reserve the right to disqualify any Entrant that Sweepstakes Entities determine to be in violation of any term contained in these Official Rules. Sweepstakes Entities decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

4. WINNER SELECTION AND NOTIFICATION: Five (5) potential winners (each a "**Winner**" and collectively, "**Winners**") will be selected in a random drawing on or about October 10, 2019 conducted by the Administrator from all eligible entries received. Each potential Winner will be notified by email and/or telephone, at the Administrator's sole discretion, on October 11, 2019. Each potential Winner will be required to respond (as directed by the Administrator) to acknowledge the notification within forty-eight (48) hours (or a shorter time if

required by exigencies) of first attempted notification. Each potential Winner will be required to verify address and complete, sign, and return within forty-eight (48) hours (or a shorter time if required by exigencies) an affidavit of eligibility, a liability release, and unless prohibited by law, a publicity release and other legal documents as may be required by Sweepstakes Entities in its sole discretion (collectively, the "**Prize Claim Documents**"). Failure to respond to the notification or return the Prize Claim Documents within the specified time period may result in forfeiture of the prize and selection of an alternate Winner from the remaining eligible entries. A prize will not be awarded/fulfilled until all such properly executed documents are returned. Administrator, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules.

5. ODDS: Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

6. PUBLICITY GRANT: Each Winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, in any manner, worldwide in perpetuity, without notice or review or approval.

7. PRIZES: There are five (5) prizes available. Each prize consists of Jimmy John's Gift Card(s) in the amount of \$520. Cumulative Value of All Prizes: \$2,600.

Gift Cards are subject to separate terms, as indicated on the back of the gift card. Winner can use the Gift Card at his or her discretion at participating Jimmy John's only. Winner cannot assign or transfer the prize to another person. No prize substitution is allowed except at the discretion of Sweepstakes Entities. If a prize cannot be awarded due to circumstances beyond the control of the Sweepstakes Entities, a substitute prize of equal or greater retail value may be awarded. Other restrictions may apply. Limit one (1) prize per Household. Any depictions of prizes are for illustrative purposes only. All federal, state and local taxes, and any other costs and expenses, associated with the receipt or use of any prize are the sole responsibility of the Winner.

8. CONDITIONS OF PARTICIPATION/RELEASES: Sponsor, in its sole discretion, may designate the Administrator to handle notification and certain fulfillment tasks on Sponsor's behalf. All applicable federal, state and local laws and regulations apply. By participating, each Entrant and each Winner agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. Each Entrant and each Winner hereby release the Sweepstakes Entities, Work in Progress, and each of their respective franchisees, parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Sweepstakes or acceptance and use of the prize. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession or use of a prize including participation in any activity or travel related thereto, or from participation in the Sweepstakes; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, Prize Claim Documents or communications, regardless of the method of transmission; (v) any inability of the Winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human, administrative, technological or other errors in any materials or activities associated with the Sweepstakes. Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Sweepstakes. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper participation of the Sweepstakes. If the Sweepstakes is terminated before the designated end date, the

Sweepstakes Entities will (if possible) randomly select the potential Winners from all eligible, non-suspect entries received as of the date of the event giving rise to the termination or as otherwise deemed fair and appropriate by Sponsor. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

9. INDEMNITY: Each Entrant and each Winner shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes; (b) a breach or allegation, which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

10. DISPUTES AND ARBITRATION: This Sweepstakes is governed by the laws of the United States and the State of Illinois, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of Illinois. As a condition of participating in this Sweepstakes, each Entrant and each Winner agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved in accordance with the arbitration provision set forth below.

By participating in this Sweepstakes, each Entrant and each Winner agrees that, wherever enforceable, any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrariness of any dispute, or any claim that the Sweepstakes, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Champaign County, Illinois under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall an Entrant or Winner seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Sweepstakes. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the Champaign County in the State of Illinois. The parties agree not to raise the defense of forum non conveniens.

11. PRIVACY POLICY: Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.jimmyjohns.com/privacy-policy/>.

12. WINNERS: To obtain the list of Winners, send your request along with a stamped, self-addressed envelope to the "Creative Zing – Jimmy John's I'm In the Zone" Winner List, 2265 Lee Road, Suite 229, Winter Park, FL 32789. Requests for the names of the winners must be received no later than December 31, 2019.