

Jimmy John's Home in the Zone Contest

NO PURCHASE NECESSARY TO ENTER OR WIN.

THIS CONTEST IS INTENDED FOR PARTICIPATION IN THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE UNITED STATES. Further eligibility restrictions are contained in the Official Rules below.

1. DESCRIPTION: The "Jimmy John's Home in the Zone Contest" (the "**Contest**") offers eligible entrants (each, an "**Entrant**" and collectively, "**Entrants**") the opportunity to complete an online entry form and respond to the question "Tell us why you really really want to move into a Jimmy John's Sandwich Delivery Zone" in 250 words or less (the "**Essay**" and collectively with the entry form, the "**Submission**") for consideration as described below. The sponsor of this Contest is Jimmy John's Franchise, LLC, 2212 Fox Drive, Champaign, IL 61820 ("**Sponsor**" or "**Jimmy John's**"). The administrator of this Contest is Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL 32789 ("**Administrator**"). The Sponsor and Administrator are collectively defined as the "**Contest Entities**". The Contest is void where restricted or prohibited by law.

The Contest will operate as follows:

- **Submission Period:** The Submission Period begins on or about Monday, August 12, 2019 and ends at 11:59:59 pm Pacific Time ("**PT**") on Friday, October 4, 2019 (the "**Submission Period**").
- **Random Selection:** On or about Monday, October 7, 2019, up to five hundred (500) Submissions will be selected at random to progress to Submission Review, Evaluation & Judging.
- **Submission Review, Evaluation & Judging:** Eligible Submissions will be reviewed and evaluated according to the criteria in Section 5 of these Official Rules.
- **Finalist Notification:** On or about Friday, October 25, 2019, up to ten (10) Finalists, as determined by the judging results, will be contacted to confirm eligibility, obtain releases and to schedule a time to participate in a recorded video conference interview, according to Section 6 of these Official Rules.
- **Finalist Interviews:** Between Wednesday, October 30 – Friday, November 15, 2019 each Finalist will participate in recorded video conference interview with the Sponsor or the Sponsor's designees.
- **Grand Prize Winner Notification:** On or about Wednesday, November 20, 2019, the Grand Prize Winner (the "**Winner**") will be notified according to Section 7 of these Official Rules.

2. ENTRANT ELIGIBILITY: In order for an Entrant to participate in the Contest and to be considered as a potential Finalist or Winner, the Entrant must meet the following eligibility criteria:

- **The Entrant must have a permanent legal address outside of a Jimmy John's delivery zone as of October 4, 2019. 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 a legal United States resident physically residing within the fifty (50) United States or the District of Columbia;
- Entrant must be at least eighteen (18) years of age and the age of majority in his or her state of primary residence at the time of entry;
- Entrant, if selected as a Finalist, must consent to a background check as a condition of being considered or confirmed as a Finalist. Such background check may include (but is not limited to) investigation of criminal or other arrest or conviction record, and any other factor deemed relevant by Contest Entities to help ensure that an individual's participation in the Contest will not, in Contest Entities' sole discretion, bring the Released Parties (as defined below) into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Released Parties, as determined by Sponsor in its sole and absolute discretion. If requested, Entrant agrees to sign a waiver authorizing the release of personal and background information. Contest Entities reserve the right to contact any person or entity, including any third party, referenced in the background check;
- 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 in the Contest, the Entrant will be deemed the authorized account holder of the email address associated with the Submission and he/she must comply 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 Finalist or Winner will be selected;

- Entrant must **NOT** be a Sponsor franchisee, franchise employee, corporate employee, owner, shareholder, officer or director of Contest Entities or any of the foregoing's parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and 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 Contest "**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; and
- Entrant must **NOT** be under any contractual or employment obligation with any company or organization which might pose a conflict of interest or otherwise interfere with an Entrant's ability to participate in the Contest or sign the Contest releases. For purpose of this Contest, conflicts of interest include but are not limited to: 1.) franchisees, employees, consultants, owners shareholders, officers or directors affiliated with other quick-service restaurants (QSRs) or any restaurant, vendor or company deemed to be a competitor of the Sponsor (collectively, the "**Competitive Properties**"); 2.) employees, consultants, owners, shareholders, officers or directors of the advertising, marketing, public relations and promotion agencies representing Competitive Properties; 3.) Immediate Family Members and Household Members of franchisees, employees, consultants, owners shareholders, officers, directors of Competitive Properties or their agency partners.

3. HOW TO ENTER: During the Submission Period, eligible Entrants must follow the steps below to enter.

Step 1: The Entrant must visit the Contest website located at www.DreamHomeInTheZone.com (the "**Website**"), then the Entrant must fully and accurately complete the online entry form and provide a written response of 250 words or less to the question "Tell us why you really really want to move into a Jimmy John's Sandwich Delivery Zone."

Step 2: Entrant must confirm that they have read, understand and agree to the Official Rules and click "Submit" to receive one (1) entry into the Contest.

Essays must:

- Be in English and no more than two hundred fifty (250) words;
- Be truthful and original to the Entrant; the Entrant must be the rightful owner of the Essay and have the rights, title, and interest necessary to utilize the Essay in compliance with these Official Rules; and
- Be in accordance with the restrictions listed below.

Essays must NOT:

- Contain subject matter which is, or could be considered, in the sole discretion of Contest Entities, obscene, pornographic, violent, defamatory, libelous, discriminatory, illegal, offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful or objectionable;
- Contain material that infringes or violates any applicable laws or regulations or any right of a third party including (1) patent, trade secret or other proprietary or contractual rights; (2) right of privacy or publicity; or (3) any confidentiality obligation; and
- Contain any derogatory references to the Contest Entities, the Sponsor's franchisees or the Sponsor's parent company or any of their products or services.

All Submissions must be received by Friday, October 4, 2019, at 11:59:59 pm PT. Limit one (1) Submission per person for the duration of the Contest. Contest Entities reserve the right to edit or request the Entrant edit their Essay to comply with the Official Rules. Contest Entities reserve the right to allow for minor fluctuations in these requirements (including, but not limited to, word count) based on clear intent to comply with the Official Rules, as determined at the sole discretion of the Contest Entities. Contest Entities will determine in their sole discretion which Submissions have satisfied the eligibility requirements. Participation in the Contest constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's 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. **ELIGIBLE ENTRANTS MUST SUBMIT APPLICATIONS IN ACCORDANCE WITH THESE OFFICIAL RULES.**

4. RANDOM SELECTION: On or about Monday, October 7, 2019, up to five hundred (500) Submissions will be selected at random to progress to Submission Review, Evaluation & Judging. The five hundred randomly drawn

Entrants WILL NOT receive notice of their status. Sponsor reserves the right to proceed to Submission Review, Evaluation & Judging with fewer than five hundred (500) Submission should there be fewer than five hundred (500) eligible Submissions received. Odds of being selected depend on the number of eligible Submissions received.

5. SUBMISSION REVIEW, EVALUATION & JUDGING: Up to five hundred (500) Submissions will be reviewed by the Administrator to ensure the Entrant's address, as provided on the entry form, is not located within the Jimmy John's delivery zone as of October 4, 2019. Following address verification, eligible Essays will be scored by qualified representatives of Sponsor ("**Judging Panel**") to select ten (10) potential Finalists based on the criteria and weighting below.

- Essay Persuasiveness: 40%
- Essay Uniqueness: 40%
- Ability to communicate clearly: 20%

In the event of a tie, such tied Essays will be reevaluated in accordance with the criteria above and the Essay with the highest point score on "Essay Persuasiveness" will be deemed the potential Finalist. Sponsor reserves the right to select fewer than ten (10) Finalists, no Finalists, and/or to extend the Submission Period and all other dates associated with the Contest in the event an insufficient number of eligible Submissions are received, as determined by the Contest Entities, in their sole discretion. If no eligible Submissions are received, the prize will not be awarded. All decisions of the Judging Panel are final on all aspects of the Contest. Judging scores will not be revealed.

6. POTENTIAL FINALIST NOTIFICATION & INTERVIEWS: On or about Friday, October 25, 2019, Finalists will be notified via the email and/or at the phone number associated with the Submission. Finalist must be able to receive calls from a blocked or unknown number. Potential Finalists will be required to respond as directed by the Administrator to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification. The failure to respond timely to the notification may result in forfeiture of the potential Finalist standing and, in such case, Sponsor or Administrator may select an alternate Finalist, based on the judging results. Each potential Finalist will be required to verify his or her permanent legal address in a form satisfactory to the Contest Entities and to execute and return a notarized affidavit of eligibility and liability release, a background check authorization form (pursuant to Section 2) and, unless prohibited by law, a publicity release (the "**Finalist Documents**") within a reasonable amount of time, as determined by the Contest Entities in their sole discretion. Potential Finalists are bound to confidentiality and are NOT permitted to publicly announce their status as a Finalist (in any way, including social or traditional media). A Finalist's breach of such confidentiality will result in his/her forfeiture of the Finalist standing, and, in such case, Contest Entities may select an alternate or proceed with fewer Finalists. Each Finalist must be available to participate in a recorded video conference (the "**Finalist Interview**") to discuss the Submission in greater detail with the Sponsor or the Sponsor's designees at a date and time to be mutually agreed upon between Contest Entities and Finalist during business hours between Wednesday, October 30 – Friday, November 15, 2019.

7. WINNER SELECTION & NOTIFICATION: Following the Finalist Interview, the Judging Panel will select one (1) potential Winner based on a combination of the previous judging results, background check results and the following: 1. Finalist's ability to articulate his or her home purchase-related plans, if selected as the Winner; 2. Finalist's overall enthusiasm; 3. Finalist's ability to think quickly and formulate responses under pressure; and 4. Feasibility of Finalist's home purchase-related plans.

On or about Wednesday, November 20, 2019, one (1) Winner will be notified via email and/or phone. The potential Winner will be required to respond as directed by the Administrator. The failure to respond timely to the notification may result in forfeiture of the potential Winner standing and, in such case, Sponsor or Administrator may select an alternate Winner, based on the combination of initial judging results and the results of the Finalist Interview. The potential Winner will be required to execute and return a prize acceptance form, and other agreements as specified by the Contest Entities (the "**Prize Acceptance Forms**") within a reasonable amount of time, as determined and communicated by the Contest Entities in their sole discretion. If the prize is awarded but is ultimately forfeited by the Winner, the prize may go unawarded, at the sole discretion of the Sponsor.

8. GRAND PRIZE: The Grand Prize consists of up to a maximum of Two Hundred Fifty Thousand US Dollars (\$250,000) towards the purchase of a residential property (the "**Home**") to be utilized as Winner's primary residence within a Jimmy John's delivery zone, as of the date the real estate purchase agreement is executed. Maximum Prize Value ("**MPV**") : \$250,000.

Prize Conditions: The closing date for the Home purchase must be set to occur within four (4) months of the execution date of the Prize Acceptance Form. Failure to set a closing date in the specified time period may result in forfeiture of the prize. The Winner must plan to occupy the Home as Winner's primary residence for a minimum of one (1) year from the closing date. Actual prize value will depend on the purchase price of the Home. If the purchase price of the Home is less than the MPV, the Sponsor, in its sole discretion, may opt to award the remaining balance or a portion of the remaining balance (up to 30% of the purchase price or the MPV, whichever is less) in the form of a check to help offset expenses and tax liabilities. The Winner will receive an IRS Form 1099 for the actual value of the prize received (including any remaining balance awarded, if applicable). The IRS Form 1099 will be issued for the year in which the Winner closes on the Home.

Miscellaneous income taxes, real estate transfer taxes, deed recording charges, commissions, insurance and closing costs (including any necessary legal fees) pursuant to real estate purchase agreement to acquire the Home shall be the sole responsibility of the Winner as will all current and future real estate taxes and all other taxes, costs, fees, and moving expenses and other expenses related to the Home. The Winner is solely responsible for engaging a professional team including but not limited to a real estate broker, an accountant, and legal counsel. If the Winner owns his or her current property, the Winner is solely responsible for selling or leasing such property and is fully responsible for all associated fees and expenses, as advised by the Winner's professional team. The Home shall be conveyed to the Winner without representations and warranties, express or implied, other than those provided by the real estate purchase agreement and any manufacturers warranties, if applicable. In the event the Winner chooses a home that exceeds the MPV, the Winner is solely responsible for any and all loans, financing, costs fees, taxes and expenses associated with the overage. Prize is not transferable or assignable and cannot be substituted by Winner. All prize details are at Sponsor's sole discretion.

9. GRANT OF RIGHTS: Each Entrant, Finalist or Winner hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Submission (and all elements embodied therein, together or separate from Entrant's, Finalist's and/or Winner's name, city and state of residence, statements, and/or image or likeness, in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Contest or other marketing, unless prohibited by law. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each Entrant, Finalist or Winner irrevocably waives any and all so-called moral rights they may have therein.

10. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant, Finalist, and Winner, understands and acknowledges that the Contest Entities have wide access to ideas, designs, and other materials, and that new ideas are being developed by their own employees, suppliers, and/or business partners. Each Entrant, Finalist and Winner also acknowledges that many ideas may be competitive with, similar or identical to an idea and/or each other in theme, idea, format or other respects and agrees that he or she will not bring any action against Contest Entities or any third parties, and will not be entitled to any compensation, as a result of Contest Entities or any third party's use of any such material similar or identical to a Submission. Each Entrant, Finalist and Winner acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of copyright, patent, trade secret, or other intellectual property rights in and to an idea and/or Submission. Nothing stated herein should be construed to create any kind of employment relationship, contractor relationship, partnership or joint venture with Contest Entities.

11. RIGHTS OF CONTEST ENTITIES: Contest Entities shall have the right and sole discretion to disqualify any Entrant, Finalist or Winner who they find to be in violation of the provisions hereof, who does not fully comply with all of Contest Entities' requirements in connection with any and all legal clearance issues, or that they find, in their sole discretion, to be otherwise objectionable for any reason. The Released Parties are not responsible for any materials provided by any Entrant, Finalist or Winner which are deemed harmful or offensive to others or for any

harm incurred as a result of participation in the Contest. All statements and opinions made by any Entrant, Finalist or Winner are those of such Entrant, Finalist or Winner only, and the Released Parties neither endorse nor shall be held responsible for the reliability or accuracy of same. Released Parties are not responsible for the content or practices of third-party websites that may be linked to the Contest Website. The Contest Website may also be linked to websites not operated by companies affiliated with Contest Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

12. 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, Finalist, and Winner agrees to be bound by these Official Rules and the decisions of the Contest Entities, which shall be final in all respects. Each Entrant, Finalist, and Winner hereby releases the Contest 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 Contest or acceptance and use of the prize (including any travel or activity associated thereto). 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 Contest; (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 Submissions, Finalist Documents, Prize Acceptance Forms or communications, regardless of the method of transmission; (v) any inability of the Finalist or 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 Contest. Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Contest. Contest Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Contest (or any portion of the Contest) 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 Contest. If the Contest is terminated before the designated end date, the Contest Entities will (if possible) select the potential Finalists or Winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination using the Judging Criteria or award the prize as otherwise deemed fair and appropriate by Sponsor. Contest Entities may prohibit Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Contest Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST 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 CONTEST, 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.

13. INDEMNITY: Each Entrant, Finalist, and 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 Contest; (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.

14. DISPUTES AND ARBITRATION: This Contest 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 Contest, each Entrant, Finalist and

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 Contest, shall be resolved in accordance with the arbitration provision set forth below.

By participating in this Contest, each Entrant, Finalist and Winner agrees that, wherever enforceable, any and all disputes, claims and causes of action arising out of, or connected with, this Contest, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrariness of any dispute, or any claim that the Contest, 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, Finalist or Winner seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Contest. 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 Contest, 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.

15. 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/>.

16. WINNER'S NAME: To obtain the name of the Winner, send your request along with a stamped, self-addressed envelope to the "Creative Zing – Jimmy John's Home in the Zone" Winner List, 2265 Lee Road, Suite 229, Winter Park, FL 32789. Requests for the name of the Winner must be received no later than December 31, 2019.