



HOW HIGH ARE YOU THIS 4/20?

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION. VOID WHERE PROHIBITED BY LAW.

The How High Are You This 4/20? Offer ("Offer") is sponsored by Jimmy John's Franchise, LLC ("Sponsor"), 3 Glenlake Pkwy NE, Sandy Springs, GA 30328.

1. **OFFER PERIOD:** The Offer begins at 12:00 am Eastern Time ("ET") on April 20, 2022 and ends at 11:59 pm Pacific Standard Time ("PST") on April 24, 2022 ("Offer Period").
2. **ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years old at the time of participation. Employees, directors, officers, and agents of Sponsor, Anomaly Partners LLC and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void and where prohibited or restricted by law. Offer cannot be combined with other offers or rewards. Only available while supplies last. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.
3. **HOW TO PARTICIPATE IN THE OFFER:** During the Offer Period, a participant must visit <https://www.GetHighWithJimmyJohns.com> ("Site") and complete the information requested, including

logging into participant's account and consenting to the App using your current location (including elevation) to receive a coupon which provides a discount ("Coupon") on a future online purchase over ten US Dollars (\$10) before applicable taxes and fees at a participating Jimmy John's location. The Coupon will be subject to the terms and conditions stated thereon. The discount offered via the Coupon will directly correlate to the elevation of the participant's location and will apply to the menu price and not applicable add-ons, taxes and fees. Limit of one (1) Coupon per account. Coupons expire 11:59 pm PST. Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes on the use of the Coupon.

4. **LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Coupon or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings,

demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Coupon; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Coupon (or any component thereof); (d) any change in the Coupon (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Coupon (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable.

5. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE FULTON COUNTY, GEORGIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN GEORGIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN FULTON COUNTY, GEORGIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL

DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

6. **PRIVACY POLICY:** Use of the Site is subject to Sponsor's privacy policy which is available at <https://www.jimmyjohns.com/privacy-policy/>.

7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Coupon is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Coupons have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.

8. **CAUTION AND WARNING:** ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to

enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.