

OFFICIAL RULES
JIMMY'S EGG REWARDS PROGRAM – 10 DAYS OF GIVEAWAYS SWEEPSTAKES
NO PURCHASE NECESSARY TO ENTER OR WIN.

**PURCHASE WILL NOT IMPROVE
YOUR CHANCES OF WINNING.**

PRIZE LIST:

GRAND PRIZE:

- **BREAKFAST FOR A YEAR: FIFTY-TWO (52) FREE ENTRÉES (UP TO \$12.00USD IN VALUE) UPLOADED TO YOUR JIMMY'S EGG REWARDS ACCOUNT – (ONE (1) WINNER)****
 - **** BEGINNING JANUARY 1, 2023, FOUR (4) FREE ENTRÉES WILL BE UPLOADED TO THE GRAND PRIZE WINNER'S JIMMY'S EGG REWARDS ACCOUNT ON THE 1ST OF EACH CALENDAR MONTH FOR THIRTEEN (13) CONSECUTIVE CALENDAR MONTHS. ALL FREE ENTREES MUST BE REDEEMED WITHIN THE CALENDAR MONTH THAT THEY ARE UPLOADED OR THEY SHALL BE DEEMED EXPIRED. LIMIT OF ONE (1) FREE ENTRÉE REDEEMABLE PER TABLE, PER DAY. EACH FREE ENTRÉE: I.) MAY BE USED ONLY ONCE AND MUST BE SURRENDERED/REDEEMED UPON USE; II.) IS NOT VALID WITH ANY OTHER SPECIAL OFFER, DISCOUNT, OR COUPON; III.) DOES NOT INCLUDE TIP; IV.) MAY NOT BE REDEEMED FOR CASH, UNLESS PROHIBITED BY LAW; AND V.) MAY NOT BE REPRODUCED. THE ENTRÉES ARE ONLY REDEEMABLE AT THOSE JIMMY'S EGG® RESTAURANT LOCATIONS PARTICIPATING IN THIS SWEEPSTAKES AND THE JIMMY'S EGG REWARDS PROGRAM.**

THE GRAND PRIZE WINNER SHALL BE DRAWN ON DECEMBER 19, 2022, AS FURTHER DESCRIBED IN SECTION 2 HEREIN.

\$25.00 REWARD ACCOUNT PRIZES:

- **\$25.00 REWARD UPLOADED TO YOUR JIMMY'S EGG REWARDS ACCOUNT** – (9 TOTAL WINNERS)**
 - ****VALID FOR 30 DAYS AFTER UPLOAD TO THE WINNER'S REWARD ACCOUNT AND ONLY REDEEMABLE AT ANY JIMMY'S EGG® RESTAURANT LOCATIONS PARTICIPATING IN THIS SWEEPSTAKES AND THE JIMMY'S EGG REWARDS PROGRAM.**

ONE \$25.00 REWARD PRIZE WINNER WILL BE DRAWN EACH DAY FOR NINE CONSECUTIVE DAYS, BEGINNING DECEMBER 7, 2022, AS FURTHER DESCRIBED IN SECTION 2 HEREIN.

PARTICIPATING LOCATIONS:

THIRTY-THREE (33) **Jimmy's Egg®** RESTAURANT LOCATIONS ARE PARTICIPATING IN THIS SWEEPSTAKES AND THE JIMMY'S EGG REWARD PROGRAM (PARTICIPATING LOCATIONS LISTED BELOW) – MEANING THAT WINNERS MAY REDEEM THEIR PRIZE AT ANY ONE OF THE PARTICIPATING LOCATIONS.

PARTICIPATING Jimmy's Egg® RESTAURANT LOCATIONS:

STREET ADDRESS	CITY	STATE	ZIP CODE
200 HWY 78 EAST	JASPER	AL	35501
2589 W MARTIN LUTHER KING BLVD.	FAYETTEVILLE	AR	72704
1320 W CENTRAL	EL DORADO	KS	67042
3103 N BROADWAY	PITTSBURG	KS	66762
7777 E 21 ST ST.	WICHITA	KS	67206

8728 W CENTRAL AVE.	WICHITA	KS	67212
550 N WEBB RD.	WICHITA	KS	67206
106 S HYDRAULIC ST.	WICHITA	KS	67211
317 N ROCK ROAD	DERBY	KS	67037
1611 S RANGE LINE ROAD	JOPLIN	MO	64804
3837 S CAMPBELL AVE	SPRINGFIELD	MO	65807
3315 E BATTLEFIELD RD.	SPRINGFIELD	MO	65804
2904 S 132 ND ST.	OMAHA	NE	68144
17003 EVANS PLAZA	OMAHA	NE	68116
5106 S 108 TH ST.	OMAHA	NE	68137
17725 WELCH PLAZA, SUITE F	OMAHA	NE	68135
205 N 80 TH	OMAHA	NE	68114
5 CLIFTON COUNTRY ROAD	CLIFTON PARK	NY	12065
1800 WESTERN AVE	ALBANY	NY	12203
2521 VETERAN'S BLVD.	ARDMORE	OK	73401
11982 S MEMORIAL DR, UNIT A	BIXBY	OK	74008
4850 W KENOSHA	BROKEN ARROW	OK	74012
3644 N HIGHWAY 81	DUNCAN	OK	73533
2501 W MAIN ST.	DURANT	OK	74701
2225 S GEORGIA STREET	AMARILLO	TX	79109
3450 S SONCY RD, SUITE 400	AMARILLO	TX	79119
1103 W STAN SCHLUETER LOOP BLDG B	KILLEEN	TX	76549
4416 114TH ST., SUITE 100	LUBBOCK	TX	79424
1910 N LOOP 250 WEST, UNIT C	MIDLAND	TX	79707
5408 W ADAMS AVE, SUITE 103	TEMPLE	TX	76502
6004 S BROADWAY AVE., SUITE 100	TYLER	TX	75703
614 N SHARY RD	MISSION	TX	78572
4100 N 10 TH ST	MCALLEN	TX	78504

*****A. INTRODUCTION*****

1. Definitions: All capitalized terms used in these Official Rules shall have the meaning ascribed to them in Section C entitled “Definitions” at the end of these Official Rules, or as otherwise defined herein.

2. Eligibility: Only United States residents who are eighteen (18) years of age or older, and the age of majority in their states of residence if the age of majority is greater than eighteen (18), as of the first day of the Entry Period are eligible to participate in the Sweepstakes. Entries are limited to individuals only; commercial enterprises and business entities are not eligible.

Sponsor and each employee, officer, director, agent and representative of Sponsor, and their respective immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members, as well as Sponsor’s respective parents, subsidiaries, affiliates, franchise company, all of its respective advertising, promotion, or fulfillment agencies, promotional partners, and all other companies, entities or individuals associated with the development, administration, implementation, or handling of the Sweepstakes, are not eligible to participate in the Sweepstakes.

*****B. DRAWING RULES *****

- 1. How to become a Participant in the Sweepstakes:** You may become a Participant in the Sweepstakes by submitting an entry in one of three ways during the Entry Period (*Note: As described below, you will only be eligible for Drawings occurring after you have become a Participant so the sooner you comply with options (1), (2), or (3) below the more chances you will have to become a Winner*): (1) register for a Jimmy's Egg rewards account by downloading the Jimmy's Egg App on your cellular device and complete the registration information – **make sure to select your favorite store as one of the Participating Locations or you will not become a Participant** (*NOTE: existing members of the Jimmy's Egg App who have already selected a Participating Location as their favorite store shall be automatically entered – once registered you will be a Participant*); (2) register for a Jimmy's Egg rewards account at jimmysegg.com and complete the registration information – **make sure to select your favorite store as one of the Participating Locations or you will not become a Participant**; (3) handwrite your complete name and mailing address and email address (providing an email address is optional) on a postcard (no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches), and mail the completed postcard in a sealed envelope via first-class mail to: Jimmy's Egg Franchise Systems, LLC, 14504 Bogert Parkway, Attn: JIMMY'S EGG REWARDS PROGRAM – 10 DAYS OF GIVEAWAYS SWEEPSTAKES. Mailed entries become effective/entered upon receipt of the Sponsor; provided, however, all such entries must be received within the Entry Period.

The Participants' entries will be entered into Drawings, whereby Winners will be randomly selected. There shall be a total of ten (10) Drawings, with one (1) Winner per Drawing selected; see Drawing Schedule in Section 2. Once a Winner's name has been selected, their name shall be removed from subsequent Drawings; Winners may only win one (1) Prize.

*****NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, YOU WILL NOT BE ELIGIBLE FOR A DRAWING OCCURRING BEFORE YOU BECOME A PARTICIPANT. SEE THE DRAWING SCHEDULE SET FORTH IN SECTION 2 BELOW.*****

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupted or garbled entries or mail, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible to take part in the Drawing. Proof of submission will not be deemed to be proof of receipt by Sponsor.

- 2. Drawing Schedule:** The Drawings will be conducted by a Sponsor representative as follows:
 - First Drawing – On December 7, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
 - Second Drawing – On December 8, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
 - Third Drawing – On December 9, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
 - Fourth Drawing – On December 10, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)

- Fifth Drawing – On December 11, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
- Sixth Drawing – On December 12, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
- Seventh Drawing – On December 13, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
- Eighth Drawing – On December 14, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
- Nineth Drawing – On December 15, 2022 on or after 5:00pm CST - \$25.00 REWARD ACCOUNT PRIZE (ONE WINNER)
- Tenth Drawing – On December 19, 2022 – GRAND PRIZE (ONE WINNER)

ODDS OF WINNING: Odds of winning depend on the number of eligible entries received for the Drawings.

Limit of one (1) entry per rewards member or individual during the Entry Period. Submission of multiple entries by or on behalf of the same individual or creating multiple rewards accounts for the same individual may result in ineligibility with respect to all entries submitted by or for an individual.

3. Publicity: Except where and as may be prohibited by law, participation in the Sweepstakes and acceptance of a Prize constitutes express permission by the Winner for Sponsor, and those acting pursuant to the authority of Sponsor, to use such Winner’s name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation. If you do not agree to these terms, you should not participate in the Sweepstakes. A Winner, by participating in the Sweepstakes and accepting their Prize, consents to the use of his/her names, city and state of residence and photograph (including a social media profile picture, if applicable) for advertising, promotional and other purposes by Sponsor and its designees, in any and all media now or hereafter devised worldwide without limitation and without additional compensation, notification, or permission, unless prohibited by law.

4. General Conditions: All federal, state, and local laws and regulations apply. Sponsor is not responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries, or for any incorrect or inaccurate information, whether caused by a Participant, tampering, or by any of the equipment or programming associated with or utilized in the Sweepstakes, and Sponsor shall not assume responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any Participant found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting illegally or in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. In such event(s), Sponsor reserves the right (in addition to disqualification of such Participant) to seek damages from any such Participant to the fullest extent permitted by law. If, for any reason, the Sweepstakes is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by persons, weather, acts of God, fraud, or any other causes which, Sponsor, in its sole opinion, deems could corrupt or affect the administration, safety, security, fairness, integrity, or proper conduct

of the Sweepstakes, or the Sweepstakes is otherwise not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. An individual cannot be the Winner or a Participant if he or she has not fully complied with these Official Rules. Prizes are not exchangeable for cash, merchandise, or services, except as required by law. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Sweepstakes through means not permitted by these Official Rules is subject to disqualification. Sponsor has the right, in its sole discretion, to void any entry that appears to have been made by a person not meeting the eligibility requirements or any other conditions or requirements set forth herein. Participants agree to comply with these Official Rules and the decisions of the Sponsor, which are final and binding.

5. Release: By participating in this Sweepstakes, the Participant agrees to release, indemnify, and hold harmless the Sponsor, as well as each employee, officer, director, agent and representative of Sponsor, and their respective parents, subsidiaries, affiliates, all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and all other companies, entities or individuals associated with the development, administration, implementation, or handling of the Sweepstakes from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of any Prize, participation in this Sweepstakes or any Sweepstakes-related activity, and for any claims based on publicity rights, defamation, or invasion of privacy.

6. Limitation of Liability: Except where prohibited, the Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, award of a Prize, or the determination of a Winner, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will the Participant be permitted to obtain awards for, and the Participant hereby waives any and all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and the Participant hereby waives any and all rights to have damages multiplied or otherwise increased.

7. Agreement to Official Rules: By participating in the Sweepstakes, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. By participating in the Sweepstakes, each Participant waives any right to claim ambiguity in these Official Rules. The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of such clause, provision or aspect, or any other clause, provision, or aspect of these Official Rules.

8. Governing Law: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each Participant and/or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to its conflicts of law rules.

9. Official Rules: These Official Rules for this Sweepstakes are available at Participating Restaurants, upon request, and are also available at www.jimmysegg.com.

10. Notification to Winner & Collecting a Prize: Winners will be notified that they have won a Prize at the telephone number provided, e-mail address written on the postcard (for mail-in entries), e-mail address provided at registration (for rewards

members), by Facebook post or direct Facebook message, or mailing address. If a Prize notification is returned as undeliverable, the Winner rejects a Prize, such Prize has not be claimed/acknowledged in writing by the Winner within 48 hours of receipt of notice, or in the event of noncompliance with these Official Rules and requirements, such Prize will be forfeited and an alternate Winner will be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given. Prizes shall be uploaded to the Winner's rewards app, or, in the case of Prizes that involve gift cards, mailed to the address listed on the Winner's entry via UPS courier services or United States Postal Service.

11. Void where restricted or otherwise prohibited by applicable law.

12. PLEASE NOTE: Winners will be solely responsible for all local, state or federal taxes, including United States federal income taxes based upon the value of their Prize.

*****C. DEFINITIONS *****

Drawings: The random drawings held to determine the Winner of each Prize. The Drawings shall occur in accordance with the Drawing Schedule described in Section 2 above

Entry Period: Subject to modification by Sponsor, the period beginning on December 7, 2022 and ending on or about 11:59 p.m. CST on December 16, 2022; provided, however, you will only be eligible for Drawings occurring after you have become a Participant

Sweepstakes: JIMMY'S EGG REWARDS PROGRAM – 10 DAYS OF GIVEAWAYS SWEEPSTAKES

Prize: The item for which the Winner's name was drawn from the list of possible prizes listed on page 1 of these Official Rules

Participant: An individual who is eligible to enter the Sweepstakes and submits a valid entry during the Entry Period

Sponsor: Jimmy's Egg Franchise Systems, LLC and the Participating Locations

Winner: The one (1) Participant who will receive the Prize for which their name was drawn