# TERMS & CONDITIONS

### **General**

Welcome to the website and/or mobile app (the "Website") of Jimmy John's Franchisor SPV, LLC ("Jimmy John's"). Please carefully review these General Terms & Conditions, the Jimmy Store Terms & Conditions, the Jimmy John's Gift Card Terms & Conditions, the Jimmy John's Freaky Fast Rewards® Terms & Conditions, and the Jimmy John's [Privacy Policy](https://www.jimmyjohns.com/privacy-policy/) (collectively, the "Terms & Conditions"), all of which collectively govern your use of and access to all of the Website and any and all content, data and information contained therein and your purchase of any products from this Website. **YOUR USE OF ANY PORTION OF THIS WEBSITE, YOUR PURCHASE OF ANY PRODUCTS FROM THIS WEBSITE, AND/OR, WHERE APPLICABLE, YOUR AFFIRMATIVE CONSENT WHEN PROMPTED, CONSTITUTES YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS AND YOUR WILLINGNESS TO BE BOUND BY THESE TERMS & CONDITIONS, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY JIMMY JOHN'S, IN ACCORDANCE WITH THESE TERMS & CONDITIONS. UNLESS YOU AGREE TO ALL OF THE TERMS & CONDITIONS CONTAINED HEREIN, YOU ARE STRICTLY PROHIBITED FROM USING OR ACCESSING THIS WEBSITE OR MAKING A PURCHASE.**

### **Binding Arbitration**

These Terms provide that all disputes, controversies, or claims arising between you and Jimmy John's will be resolved by BINDING AND FINAL ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights (except for matters that may be taken to small claims court or as it relates to provisional or injunctive relief). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Arbitration Agreement for the details regarding your agreement to arbitrate any and all disputes with Jimmy John's.

### **Solely Intended for United States Users**

Unless otherwise explicitly specified on the Website, the information on all of the Website is **solely for use and access by persons residing in the United States, its territories, and possessions**. Jimmy John's controls and operates its Website from offices located in the United States and makes no representations or warranties that the information, products, or services contained on the Website is appropriate for use or access in other locations. Anyone using or accessing any of the Website from other locations does so on their own initiative and are responsible for compliance with local United States laws, if and to the extent applicable. Jimmy John's makes no representation that the materials in the Website or the products described thereby are appropriate or available for use in other locations. If you access the Website from outside the United States, be advised the Website may contain references to products and services that are not available or are prohibited in your country.

### **Modifications of These Terms & Conditions**

Jimmy John's reserves the right to change, modify, amend, and/or update these Terms & Conditions at any time with or without prior notice. Your use of this Website following any such changes, modifications, amendments, and/or updates, and/or, where applicable, your affirmative consent when prompted, constitutes your unconditional agreement to follow and be bound by these Terms & Conditions as so changed, modified, amended, and/or updated. You are responsible for reviewing these Terms & Conditions each time you use or access any portion of this Website, and at any time you are prompted to do so.

### **Links**

Jimmy John's is not affiliated or associated with the sponsors, owners, or producers of any third-party websites linked to or from this Website. These linked sites are not under our control and Jimmy John's explicitly disclaims any responsibility for the accuracy, content, or availability of the information, products, and/or services found on or through such third-party sites. Jimmy John's urges you to review the terms and conditions and privacy policy posted on any site you visit before using the site or providing any personal data about yourself. Jimmy John's does not endorse and has not taken any steps to confirm the accuracy or reliability of any of the information, products, or services contained on or through such third party sites. Jimmy John's does not make any representations or warranties as to the security of any information (such as credit card and other sensitive information) you might give on any third-party site.

### **Use and Proprietary Rights**

The Website and its contents are intended solely for personal, non-commercial use. Unless otherwise explicitly specified, all materials that are included in or are otherwise contained on this Website constitute the copyrights, patents, trademarks, trade dress, and/or other intellectual property owned, controlled, or licensed by Jimmy John's or by third parties who have licensed their materials to Jimmy John's and are protected by U.S. and international intellectual property laws. The compilation (i.e., the collection, arrangement, and assembly) of all materials on this Website is the exclusive property of Jimmy John's or its licensors and is protected by U.S. and international copyright laws. Except as solely provided in the next sentence, no material from any portion of this Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, shape, or form. All rights not expressly granted herein are reserved by Jimmy John's. You may download one copy of the materials on any single computer for your personal, non-commercial use only, provided that: (a) you keep intact all copyright and other proprietary notices; (b) you do not use the materials in a manner that suggests an association with any of our products, services, or brands; and (c) you make no modifications to the materials.

Jimmy John's reserves the right at any time to: modify, suspend, or discontinue the Website or any service, content, feature, or product offered through the Website, with or without notice. You agree that Jimmy John's shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Website, or any service, content, feature, or products offered through the Website.

In addition, you agree not to: (a) use or access this Website for any purpose that is unlawful or prohibited by these Terms & Conditions; (b) use or access this Website in a manner that could damage, disable, overburden, or impair any Jimmy John's server or the networks connected to any Jimmy John's server; (c) interfere with the proper operation of the Website or any third party's use and enjoyment of this Website; (d) attempt to gain unauthorized access to accounts, computer systems, or networks connected to any Jimmy John's server through hacking, password mining, or by any other means, or use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; or (e) to upload, post, or transmit any material that infringes on the rights of any third party or contains defamatory, libelous, abusive, obscene, or otherwise objectionable material (as determined by us in Jimmy John's sole discretion).

The Website is not intended for use by anyone under the age of 13. YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCESS AND USE THE WEBSITE. By accessing, using, and/or submitting information to or through the Website, you represent that you are at least 13 years of age. Anyone between age thirteen (13) and eighteen (18) may only use the Website under the supervision of his/her parent or a legal guardian. IF YOU ARE A PARENT/LEGAL GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR TEENAGER'S ACCESS TO AND USE OF THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS.

The products sold on the Website are offered exclusively to individuals 18 years of age and older, who possess a valid credit card issued in their name. If you are under 18 years of age, you may use the Website only with involvement and oversight of a parent or guardian. Jimmy John's and its affiliates reserve the right to refuse service or cancel orders in its sole discretion.

You acknowledge and agree that Jimmy John's may decline to provide access to the Website or stop (permanently or temporarily) providing the Website or the products offered on the Website (or any feature, program, or content within the Website) to you or other users at Jimmy John's sole discretion, without notice or liability to you. You acknowledge and agree that if Jimmy John's disables access to your account, you may be prevented from accessing the Website, your account details, or any files or other content that is contained in your account.

### **User Ids/Passwords**

Use of certain features on the Website might be limited and/or require registration. Jimmy John's will review and determine, in Jimmy John's sole discretion, whether to accept your registration. Jimmy John's shall have the right, in its sole discretion, to refuse or restrict anyone from accessing the Website(s) at any time, for any reason. Upon acceptance of your registration by Jimmy John's, you may select your user ID and password (collectively "Password") for accessing and using the applicable portion of the Website. When registering for your Password, you must provide accurate and complete information.

Jimmy John's reserves the right to require you to periodically change your Password. You agree to use your best efforts to maintain the security of your Password. You shall not disclose your Password to anyone else, and you shall not use anyone else's Password. You agree to notify Jimmy John's immediately about any unauthorized use of your Password or any breach of security. You further agree that Jimmy John's shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Password by you or anyone other than Jimmy John's. You also agree to take responsibility for all purchases and other activities on or under any account registered to you, and you accept all risks for any unauthorized use of your account.

### **Charges and Payment**

In certain instances, Jimmy John's may charge a user fee, subscription fee, or other fee. In such instances where a fee may be charged, Jimmy John's will notify you of the fee prior to your incursion of charges.

### **Disclaimer**

ALL PRODUCTS PURCHASED ON OR THROUGH THIS WEBSITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS, AND SUPPLIERS, IF ANY, AND THIS WEBSITE IS PROVIDED BY JIMMY JOHN'S ON AN "AS IS" AND "AS AVAILABLE" BASIS. JIMMY JOHN'S MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION INCLUDED ON THIS WEBSITE. JIMMY JOHN'S DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL COMPONENTS. JIMMY JOHN'S DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN OR ON THIS WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE WILL BE AVAILABLE AND FREE FROM ANY HARMFUL COMPONENTS, INCLUDING VIRUSES OR OTHER HARMFUL COMPONENTS. JIMMY JOHN'S DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ALL PRODUCT DESCRIPTIONS, PHOTOGRAPHS, PRICING, PROMOTIONS, OFFERS, AVAILABILITY, OR THAT THE INFORMATION ON THIS WEBSITE IS ACCURATE, COMPLETE, CURRENT, CORRECT, ADEQUATE, USEFUL, TIMELY, RELIABLE, ERROR-FREE, OR OTHERWISE. IF ANY INFORMATION IN OR ON THE WEBSITE IS INACCURATE, INCOMPLETE, OR OUT OF DATE, JIMMY JOHN'S RESERVES THE RIGHT TO CORRECT, CHANGE, OR UPDATE SUCH INFORMATION OR TO CANCEL ORDERS RELATED TO SUCH INFORMATION WITHOUT PRIOR NOTICE (INCLUDING AFTER YOU HAVE SUBMITTED AN ORDER). YOU ACKNOWLEDGE, BY YOUR USE OF THIS WEBSITE, THAT YOU ARE DOING SO AT YOUR OWN RISK.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL THE "JIMMY JOHN'S PARTIES" (WHICH IS DEFINED TO INCLUDE JIMMY JOHN'S, ROARK CAPITAL MANAGEMENT, LLC, ROARK CAPITAL ACQUISITION LLC, ROARK CAPITAL PARTNERS IV L.P. (THE "JIMMY JOHN'S ENTITIES"); ENTITIES THAT ANY OF THE JIMMY JOHN'S ENTITIES OR ANY OF THEIR AFFILIATES MAY ACQUIRE, PURCHASE, OR ABSORB IN THE FUTURE; AND ANY JOINT VENTURES NOW EXISTING OR HEREAFTER CREATED BY THE JIMMY JOHN'S ENTITIES OR ANY OF THEIR AFFILIATES; ALONG WITH THEIR PRESENT, PAST, AND FUTURE DIRECT AND INDIRECT PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, AND RELATED ENTITIES; AS WELL AS EACH OF THE PRESENT, PAST, AND FUTURE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, SHAREHOLDERS, OWNERS, INVESTORS, FUNDS, VENDORS, ATTORNEYS, INSURERS, REPRESENTATIVES, AGENTS, INDEMNITORS, SUCCESSORS, PREDECESSORS (INCLUDING ENTITIES THEY HAVE ACQUIRED, PURCHASED OR ABSORBED), ASSIGNS, HEIRS AND FAMILY MEMBERS OF ANY OF THE FOREGOING; AND EACH OF ALL OF THEIR RESPECTIVE DIRECT AND INDIRECT OWNERS, MANAGEMENT, CONTROLLING PARTIES, ENTITIES UNDER COMMON CONTROL, OFFICERS, MEMBERS, PARTNERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, INCORPORATORS, SHAREHOLDERS, INVESTORS, MANAGERS, PRINCIPALS, INVESTMENT ADVISORS, CONSULTANTS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, ACCOUNTANTS, LENDERS, UNDERWRITERS, INSURERS, VENDORS, AND SERVICE PROVIDERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF OR ACCESS TO OR INABILITY TO USE OR ACCESS THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, DAMAGE TO YOUR OR A THIRD PERSON'S COMPUTER AND/OR ITS CONTENTS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF JIMMY JOHN'S HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU, AND NOT JIMMY JOHN'S, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT WILL ANY OF THE JIMMY JOHN'S PARTIES BE LIABLE FOR ANY DAMAGES IN EXCESS OF **ONE HUNDRED UNITED STATES DOLLARS ($100.00)** FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS & CONDITIONS.

### **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE JIMMY JOHN'S PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO (I) YOUR USE OF THIS WEBSITE OR ANY PRODUCTS OBTAINED THROUGH THIS WEBSITE AND/OR (II) YOUR BREACH OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN.

### **Term and Termination**

Jimmy John's shall have the right to terminate your access to, and use of, the Website and to block or prevent future access to and use of the Website and to delete your account and any related information immediately, if, in its sole discretion, Jimmy John's believes that your conduct fails to conform with these Terms & Conditions. Jimmy John's also reserves the right to investigate suspected violations of these Terms & Conditions, including without limitation any violation arising from any submission, posting, or e-mails you make or send to the Website. Upon termination of these Terms & Conditions, all rights granted to you under these Terms & Conditions will cease immediately, and you agree that you will: (a) immediately discontinue use of the Website(s); and (b) as applicable, pay any amounts owed to Jimmy John's in full within thirty (30) days from the date of such termination.

### **Applicable Laws**

These Terms & Conditions shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles.

### **Arbitration**

Agreement to Arbitrate All Disputes. Except as it relates to qualifying small claims and injunctive relief as explained below, you agree that any and all disputes, controversies, or claims arising between you and Jimmy John's (each a "Claim" and collectively "Claims"), including but not limited Claims arising out of or relating to the Site, use of the Site, these Terms and/or the [Privacy Policy](https://www.jimmyjohns.com/privacy-policy/), shall be settled by binding and final arbitration in accordance with the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"). The JAMS Rules and Procedures are available at https://www.jamsadr.com/ or by calling (800) 352-5267. The arbitration will be heard and determined by a single arbitrator, who shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator's decision, judgment, or award in any such arbitration will be final and binding upon the parties and may be entered and enforced in any court having jurisdiction thereof. The Federal Arbitration Act ("FAA") and federal arbitration law apply to this agreement. The arbitrator shall apply Georgia law consistent with the FAA and applicable statutes of limitations, and shall honor all claims of privilege recognized at law. For the avoidance of doubt, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the arbitrability of any Claims, the scope, applicability, interpretation, and enforcement of this arbitration agreement, and the interpretation, applicability, enforcement, formation of these Terms and/or the Privacy Policy.

Small Claims and Injunctive Relief. This arbitration agreement does not preclude you from pursuing qualifying small claims in small claims court. If your Claims qualify for small claims court, you may still assert your Claims in small claims court so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. In addition, you and Jimmy John's both retain the right to apply to any court of competent jurisdiction for provisional or injunctive relief, including for pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Class Waiver. You may not act as a class representative or private attorney general or participate as a member of a class of claimants with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your individual Claims. The arbitrator may not consolidate or join the Claims of other persons or parties who may be similarly situated.

Arbitration Costs and Procedures. If you initiate arbitration against us, you will not be responsible for professional fees for the arbitrator's services or any other JAMS fees. If you are able to demonstrate that the costs of arbitration will be cost-prohibitive as compared to the costs of litigation, Jimmy John's will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being cost-prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. Pursuant to the JAMS Rules and Procedures, the arbitration shall proceed in a location determined by the arbitrator (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties.

Enforcement and Invalidity. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Jimmy John's shall be entitled to arbitrate their dispute.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES AND PROCEDURES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR JIMMY JOHN'S WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

### **Commencement of Actions**

ANY CAUSE OF ACTION OR CLAIM THAT YOU MAY HAVE WITH RESPECT TO THIS WEBSITE MUST BE COMMENCED WITHIN ONE-YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

### **Miscellaneous**

The failure of Jimmy John's to act with respect to a breach of these Terms & Conditions by you or others does not constitute a waiver and shall not limit Jimmy John's rights with respect to such breach or any subsequent breaches. Neither the course of conduct between the parties nor trade practice shall act to modify these Terms & Conditions. Jimmy John's may assign its rights and duties hereunder to any party at any time without any notice to you. These Terms & Conditions may not be assigned by you without Jimmy John's prior written consent. If any provision of these Terms & Conditions shall be unlawful, invalid, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions may not be modified except in writing, signed by both parties.

### **Forward-Looking Statements**

These Terms & Conditions and the documents incorporated by reference herein, if any, may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements are based on management's current expectations and assessments of risks and uncertainties and reflect various assumptions concerning anticipated results, which may or may not prove to be correct. Some of the factors that could cause actual results to differ materially from estimates or projections contained in such forward-looking statements include the pattern of brand sales, including variations in sales volume within periods; competition within the relevant product markets, including the ability to develop and successfully introduce new products, ensuring product quality, pricing, promotional activities, introduction of competing products, and continuing customer acceptance of existing products; loss of distributorship rights; risks inherent in acquisitions and strategic alliances; the loss of one or more key employees; the effects of a prolonged United States or global economic downturn or recession; changes in costs, including changes in labor costs, raw material prices, or advertising and marketing expenses; the costs and effects of unanticipated legal or administrative proceedings; and variations in political, economic, or other factors such as currency exchange rates, inflation rates, tax changes, legal and regulatory changes, or other external factors over which Jimmy John's has no control. Jimmy John's has no obligation to update any forward-looking statement in these Terms & Conditions or any other document incorporated herein.

## JIMMY STORE TERMS & CONDITIONS

### **General**

By shopping at the Jimmy Store, you acknowledge and agree to be bound by these Jimmy Store Terms & Conditions, in addition to the General Terms & Conditions. These Jimmy Store Terms & Conditions apply to all offers, agreements, and transactions that are made or entered into in connection with the sale and delivery of products from the Jimmy Store.

These Jimmy Store Terms & Conditions are to supplement the General Terms & Conditions listed above, in addition to supplementing the Jimmy John's Privacy Policy, and all other policies posted on www.jimmyjohns.com or any of its sub-pages, all of which are incorporated herein by reference. Since these incorporated policies will also be applicable to your visit to the Jimmy Store, please review all policies prior to placing an order.

To the extent these Jimmy Store Terms & Conditions are inconsistent or incompatible with the General Terms & Conditions listed above, these Jimmy Store Terms & Conditions will supersede and prevail with respect to your use of the Jimmy Store.

### **Account Registration**

A registered account is not required in order to shop at the Jimmy Store. To make online shopping faster and easier, however, you may choose to register for an account with Jimmy John's Franchisor SPV, LLC. Please confirm your email address when creating your account, as we will use the email address on file to contact you with any issues concerning your order. If you do not wish to set up a registered account, you may still shop and purchase as a "Guest." Whether you create a registered account or complete your purchase as a Guest, you agree to provide honest, accurate, current, and complete information, and to keep your information updated and accurate.

### **Online Availability**

Jimmy John's strives to have the latest and greatest styles available for purchase in every size. If the style or size you want is not listed, it is not available. Although the Jimmy Store is designed to feature "real-time" inventory levels so that only in-stock items are visible and available for purchase, we may experience shortages of stock in a particular style or size, and cannot guarantee that items which appear to be in stock are actually available. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if you have already placed your order. If the item you would like to purchase is currently out of stock, we apologize for the inconvenience and encourage you to call our customer service line at 866.276.6302, so that we may help you find a similar product.

### **Ordering and Changes to Orders**

When you place an order we will send a confirmation email to the address that you have provided. If you are using your workplace email address, please be aware that many companies use spam filters to disqualify incoming automated emails, which could impede the delivery of our confirmation email to you or send it to junk mail.

The "Confirmation" page sets out the final details of your order. After you have reviewed the Confirmation page and opted to proceed with your order, we will send you an order acknowledgement email detailing the products that you have ordered. Please note that this email does not serve as either an order confirmation or order acceptance from Jimmy John's.

Acceptance of your order and the completion of the agreement between you and Jimmy John's Franchisor SPV, LLC for your order will occur upon our dispatch to you of the products ordered, unless we have notified you that we do not accept your order or you have cancelled it. Jimmy John's reserves the right to accept or decline your order for any reason up until the time the product is actually delivered to you. Jimmy John's reserves the right to limit or prohibit orders that Jimmy John's believes, in its sole discretion, may be placed by dealers, resellers or distributors.

Due to the short timeframe between order and shipment, it is difficult to make changes once your order has been placed. If you contact our customer service team before shipping arrangements have been initiated, however, we will do our best to facilitate a change.

### **Tax**

Where applicable, sales tax will be assessed on each order at the applicable local rate. You agree that taxes may be adjusted from the amount shown on the payment screens. You are solely responsible for any and all duties, taxes, levies, or fees (including any sales, use, or withholding taxes) imposed on or in connection with purchases from the Website by any authority.

### **Payment**

Personal checks, money orders, and cash payments are not acceptable forms of payment at the Jimmy Store. We may require credit cards and debit cards to be issued by an institution in the jurisdiction in which you are located, and those forms of payment must be linked to a billing address in the same jurisdiction. For most jurisdictions, you must ensure that the billing address associated with the credit- or debit-card issuing bank is the same billing address that you enter when ordering. Jimmy John's reserves the right to supplement the list of acceptable forms of payment at the Jimmy Store.

Because Jimmy John's Franchisor SPV, LLC does not charge for items until they ship, we may use a pre-authorization process to reserve your products for shipment. In order to avoid unnecessary overdraft charges, a method called a "pre-authorization" is often used by banks to verify that the credit/debit card in use is valid and has sufficient funds. Most authorizations expire within five to seven days, but the issuing bank ultimately determines the length of the authorization. The final credit- or debit-card charge will only reflect the value of your shipped merchandise plus applicable shipping and taxes.

If you are experiencing problems with payment, please contact our customer service line at 866.276.6302, and a member of our team will be happy to assist you.

### **Delivery and Shipping**

All orders are shipped via the United States Postal Service ("USPS"). You may select any USPS shipping option, and delivery times will vary based on the option selected. Expedited shipping options are available at check-out for an additional charge. Merchandise can only be shipped within the United States.

Our goal is to process and ship your order within 3 to 4 business days after receipt of the order. This is an estimate only, however, and shipping dates are not guaranteed.

Except as stated below, orders are shipped Monday through Friday during regular business hours (8:00 a.m. to 5:00 p.m. Central Time). Orders selected for next-day shipping that are received before 1:00 p.m. Central Time will ship the same day. Orders received after that time will ship the following day. Orders for which next-day shipping is selected that are received before 1:00 p.m. Central Time on a Friday will be delivered on the following Monday. Orders received on a weekend day or an observed holiday will be processed on the next business day. Orders will not ship on the following days:

* January 1
* Martin Luther King Day
* Memorial Day
* July 4
* Labor Day
* Thanksgiving Day
* Day After Thanksgiving
* December 24-26
* December 31

Upon shipment of your order, a tracking number will be emailed to the address that you have provided. This tracking number will allow you to check on the delivery status of your order through www.usps.com.

We strive to ship all items in an order together, but we reserve the right to deliver your products in separate shipments if one or more items are unavailable at the time of initial shipment. In the event that we split your order into more than one shipment, you will not be charged separate shipping costs for each shipment. Further, each shipment will have a confirmation/tracking email. If we experience an issue fulfilling one part of your order, that will not serve as a basis for canceling any of the other items included in that order.

### **Cancellations, Exchanges, and Refunds**

**ALL SALES ARE FINAL. EXCHANGES AND REFUNDS WILL NOT BE PERMITTED**. Prior to fulfillment of an order, however, you may cancel your order by contacting our customer service team at 866.276.6302. Once an order has been fulfilled, the order will be deemed to be completed, and Jimmy John's will no longer be able to cancel the order or offer a refund.

### **Risk of Loss**

All items purchased at the Jimmy Store are made pursuant to a shipment contract with USPS. This means that the risk of loss and title for such items pass to you upon tender of the item(s) to the carrier.

### **Product Descriptions and Pricing**

The Jimmy Store aims to be as accurate as possible. Jimmy John's Franchisor SPV, LLC makes no warranty, however, that product descriptions, colors, photographs, videos or other product related content on the Jimmy Store are wholly accurate, complete, reliable, current, or error-free. Jimmy John's cannot guarantee that your computer or device's display of color or other product features is accurate.

Despite our best efforts, a small number of items may be mispriced. If the correct price of an item sold by Jimmy John's is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. The prices displayed on the Jimmy Store are quoted in United States Dollars.

### **Changes**

Please note that, subject to applicable law, we reserve the right to change the goods advertised or offered for sale through the Jimmy Store, the prices or specifications of any such goods and any promotional offers and any content available at the Jimmy Store at any time and from time to time without any notice or liability to you or any other person.

## JIMMY JOHN'S GIFT CARD TERMS & CONDITIONS

By using your Jimmy John's Gift Card and/or the Jimmy John's Gift Card website located at www.jimmyjohns.com/giftcards (the "Website"), you agree to the following terms and conditions regarding the use of the card and the Website (the "Terms & Conditions"). These Gift Card Terms & Conditions are in addition to the Terms & Conditions listed above, and such Terms & Conditions are incorporated herein. To the extent that there is any conflict between the Terms & Conditions listed above and these Gift Card Terms & Conditions, these Gift Card Terms & Conditions will prevail. We may change these Gift Card Terms & Conditions from time to time and all changes are effective upon posting to the Website without notice to you. You are responsible for reviewing these Terms & Conditions regularly. Your continued use of the Jimmy John's Gift Card and/or this Website constitutes your acceptance of these Gift Card Terms & Conditions, including any changes made to them in the future.

The Jimmy John's Gift Card may only be used (1) for making authorized purchases at participating Jimmy John's restaurants in the 50 United States ("Participating Restaurant(s)"), (2) for delivery orders by telephone from Participating Restaurants, or (3) purchases online at www.jimmyjohns.com. The Jimmy John's Gift Card is VOID WHERE PROHIBITED. Jimmy John's Gift Cards will only be sold in and from the United States through the Participating Restaurants and the Website. All sales of the Jimmy John's Gift Card are final. No refunds will be provided for the purchase of any Jimmy John's Gift Cards. Jimmy John's Gift Cards will not be shipped to destinations outside of the 50 United States. The Jimmy John's Gift Card may not be resold by any unauthorized party under penalty of law; unlawful resale or attempted resale in violation of these Gift Card Terms & Conditions is grounds for seizure and cancellation of the Jimmy John's Gift Cards without compensation, in addition to other legal remedies. Jimmy John's Gift Cards obtained through unauthorized channels will be considered void, and no refunds or reimbursements will be offered.

The Jimmy John's Gift Card does not expire and no fees will be charged after purchase of the card. You can reload your Jimmy John's Gift Card at any time at any Participating Restaurant. The online purchase of the Jimmy John's Gift Card may be subject to additional costs, such as shipping and handling, as specified on the Website. Protect the Jimmy John's Gift Card as you would cash. The Jimmy John's Gift Card may be damaged, including by excess heat and magnetic fields. Jimmy John's Franchisor SPV, LLC ("Jimmy John's Franchise"), its subsidiaries, franchisees and affiliates (these parties and Jimmy John's Franchise are collectively referred to as the "Jimmy John's Parties") are not responsible for lost, stolen or damaged cards. The value of a Jimmy John's Gift Card will not be replaced for lost, stolen or damaged cards.

Present the Jimmy John's Gift Card to the cashier at any Participating Restaurant at the time of purchase, use your Jimmy John's Gift Card for any delivery order by telephone with a Participating Restaurant by notifying the Participating Restaurant at the time you place your order, or use your Jimmy John's Gift Card for purchases through www.jimmyjohns.com, and any available balance on the card, up to the full amount of your purchase, will be applied toward your purchase. The Jimmy John's Gift Card may not be used for purchase of other gift cards or gift certificates. The Jimmy John's Gift Card cannot be redeemed for cash, except where required by law.

Jimmy John's Franchise may terminate the issuance of Jimmy John's Gift Cards and/or its operation of the Website at any time, with or without notice to you. Any such termination will not affect the value of any Jimmy John's Gift Cards then outstanding.

We reserve the right to correct your Jimmy John's Gift Card account if we believe that a clerical, billing, or accounting error occurred. You can check the balance of your card at Participating Restaurants or online at the Website.

Any and all disputes, claims, and causes of action arising out of or connected with the Jimmy John's Gift Card and/or the Website shall be resolved individually, without resort to any form of class or representative action; and, exclusively by binding arbitration under the then-prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall take place in Chicago, Illinois before a panel of three neutral arbitrators selected in accordance with the procedures of the AAA.

IN NO EVENT SHALL THE JIMMY JOHN'S PARTIES BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE ISSUANCE OR RELOADING OF A JIMMY JOHN'S GIFT CARD, OR THE USE OF THE JIMMY JOHN'S GIFT CARD OR THE WEBSITE, EVEN IF THE JIMMY JOHN'S PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE JIMMY JOHN'S PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR BASED UPON THIS AGREEMENT REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, INCLUDING WITHOUT LIMITATION, ANY ACTION IN TORT OR CONTRACT, EXCEED THE AMOUNT PAID BY YOU FOR THE JIMMY JOHN'S GIFT CARD FOR THE ORIGINAL PURCHASE OR, IF RELOADED, THE MOST RECENT RELOADED AMOUNT. If any provision of these Gift Card Terms & Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified only to the extent necessary to make it enforceable, or if the foregoing is not possible, such provision shall be severed from the remainder of these Gift Card Terms & Conditions, which will otherwise remain in full force and effect.

## JIMMY JOHN'S POLICY REGARDING SUBMISSIONS, POSTINGS AND OTHER COMMUNICATIONS

All submissions, postings, and email communications to or through the Website shall be subject to this Jimmy John's Policy Regarding Submissions, Postings, and Other Communications.

### **Submissions**

All remarks, suggestions, ideas, graphics, or other information communicated by you to Jimmy John's through the Website (collectively, "Submissions") will forever be the property of Jimmy John's and you waive all of your rights, including but not limited to moral rights, therein if applicable, provided that you will continue to be responsible for the content of Submissions including, without limitation, any indemnification obligations related to such Submissions. Jimmy John's will not be required to treat any Submissions as confidential (unless required by law or if Jimmy John's has agreed to treat it as confidential in other documentation), and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Jimmy John's operations. Without limitation, Jimmy John's will have exclusive ownership of all present and future existing rights to Submissions of every kind and nature, and will be entitled to use Submissions for any commercial or other purpose whatsoever without compensation to you or any other person sending Submissions. Jimmy John's retains the right to review, edit or delete from the Website all Submissions that Jimmy John's, in its sole discretion, considers illegal, offensive, in violation of third party rights, or is otherwise inappropriate.

### **Email and Other Communications**

In connection with your use of the Website, you consent to Jimmy John's recording any communication, electronic or otherwise, between you and Jimmy John's and retaining any information and data that you submit while using the Website or making a purchase from the Website. In using the Website, you may be permitted to communicate electronically with Jimmy John's by sending electronic mail to Jimmy John's; however, you acknowledge and agree that only general information or inquiries may be submitted to Jimmy John's via electronic mail and any other submissions or communications on or through the Website (e.g., the placement of orders) may be submitted only in accordance with the express instructions set forth on the Website for such submissions or communications. Please do not send any time-sensitive communications to Jimmy John's via e-mail, as Jimmy John's is not responsible for responding to any such communications.

### **Investigations**

Jimmy John's may seek to gather information from the user who is suspected of violating these Terms & Conditions, and from any other user. Jimmy John's may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Jimmy John's believes, in its sole discretion, that a violation of these Terms & Conditions has occurred, it may edit or modify any submission, posting or e-mail, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take any other corrective action as it deems appropriate. Jimmy John's will fully cooperate with any law enforcement authorities or court order requesting or directing Jimmy John's to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms & Conditions. YOU WAIVE AND HOLD HARMLESS JIMMY JOHN'S FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY JIMMY JOHN'S DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER JIMMY JOHN'S OR LAW ENFORCEMENT AUTHORITIES.

## ONLINE COPYRIGHT INFRINGEMENT NOTIFICATION POLICY

If you believe that this Website(s) contains materials that constitute copyright infringement, please notify Jimmy John's in accordance with this Online Copyright Infringement Notification Policy.

If you believe that the Website contains materials that constitute copyright infringement, please notify our Designated Agent, Todd A. Labinsky, General Counsel, in writing using the following contact information:

**Name of Designated Agent to Receive Notification of Claimed Infringement: Todd A. Labinsky**

**Full Address of Designated Agent to Which Notification Should Be Sent: 2212 Fox Drive Champaign, IL 61820**

**Telephone Number of Designated Agent: 217.356.9900**

**Facsimile Number of Designated Agent: 217.359.2956**

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of a claimed copyright infringement to our Designated Agent must be in the form of a written communication that includes the following information:

1. Your address, telephone number and e-mail address;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing the copyrighted work;
4. A clear description of where the infringing material is located on the Website, including its URL, so that Jimmy John's can locate the material;
5. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
7. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

## NOTICE TO CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

The provider of the Website is: Jimmy John's Franchisor SPV, LLC, 2212 Fox Drive Champaign, IL 61820, (217) 356-9900.

To file a complaint regarding the Website, or to receive further information regarding use of the Website, please direct your email to feedback@jimmyjohns.com.

## FREAKY FAST REWARDS® TERMS & CONDITIONS

### **GENERAL**

Freaky Fast Rewards® is operated by Jimmy John's Franchisor SPV, LLC (together with its affiliates, "Jimmy John's"). By accessing or participating in the Jimmy John's Freaky Fast Rewards® program ("Freaky Fast Rewards®"), you acknowledge and agree to be bound by these Freaky Fast Rewards® Terms & Conditions (the "Rewards Terms"), in addition to the General Terms & Conditions listed above. IF YOU DO NOT AGREE TO THESE REWARDS TERMS DO NOT PARTICIPATE IN THE FREAKY FAST REWARDS® PROGRAM. These Rewards Terms are a supplement to the General Terms & Conditions listed above, in addition to supplementing the Jimmy John's [Privacy Policy](https://www.jimmyjohns.com/privacy-policy/), and all other policies posted on www.jimmyjohns.com or any of its sub-pages, all of which are incorporated herein by reference. To the extent these Rewards Terms are inconsistent or incompatible with the General Terms & Conditions listed above, these Rewards Terms will supersede and prevail with respect to your use of Freaky Fast Rewards®.

### **ELIGIBILITY**

Freaky Fast Rewards® is open to legal residents of the 50 United States of America and the city of Washington, D.C., provided, however, that Jimmy John's may, in its sole discretion and for purposes of conducting "beta testing" or otherwise offering a test phase, limit enrollments using geolocation technologies in order to restrict enrollment to specific markets. Freaky Fast Rewards® is intended for personal use only. Commercial use is prohibited. Freaky Fast Rewards® is not targeted toward, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only participate in Freaky Fast Rewards® under the supervision of a parent or legal guardian who agrees to be bound by these Rewards Terms.

### **HOW FREAKY FAST REWARDS® WORKS**

Freaky Fast Rewards® participants ("participants" or "Frequent Freakers™") earn Freaky Fast Rewards® benefits, or "Rewards," based on the number of qualifying orders placed at participating Jimmy John's Gourmet Sandwiches restaurants. Redemption of Rewards is subject to availability, and Rewards may not be redeemed in combination with other promotions, special offers, discounts or coupons. Qualifying orders begin earning Rewards upon the first presentation of a digital Freaky Fast Rewards® account at the time of a qualifying order on or after March 15th, 2019.

### **HOW TO ENROLL**

If you already have an active Jimmy John's account, you can join Freaky Fast Rewards® by clicking "Log In" to add rewards to your account in the Rewards section of the Jimmy John's mobile app, or by visiting [online.jimmyjohns.com/rewards](https://online.jimmyjohns.com/rewards)

If you do not have an active Jimmy John's account, you can create a Jimmy John's account and join Freaky Fast Rewards® by clicking "Sign Me Up" in the Rewards section of the Jimmy John's mobile app, by visiting online.jimmyjohns.com/rewards, or by visiting any participating Jimmy John's Gourmet Sandwiches location.

Registration may require you to provide your first name, last name, date of birth, email address, phone number, username, password, and marketing preferences. The use of this information will be governed by Jimmy John's Privacy Policy.

### **EARNING, TRACKING, & REDEEMING REWARDS**

No Rewards may be earned until you enroll in Freaky Fast Rewards®. To earn Rewards for a qualifying order, provide the phone number linked to your Jimmy John's account at the point of sale when placing a qualifying order in a Jimmy John's Gourmet Sandwiches restaurant or over the phone, or log in to your Jimmy John's account before placing a qualifying order on www.jimmyjohns.com or using the Jimmy John's mobile app. Qualifying orders must be paid for with cash, a valid debit or credit card, a valid Jimmy John's gift card, a valid Apple Pay or Google Wallet account; or by redeeming a Reward; however, purchases using other currency or promotional offers are not qualifying orders.

Rewards are issued by Jimmy John's on a periodic basis and may not be identified to you in advance. Jimmy John's has the sole discretion to determine the Rewards, including if and when the Rewards will be issued. Rewards are subject to change or substitution without notice. Number, type and frequency of Rewards are based upon several factors, including, without limitation, the frequency of orders, the volume and type of purchases made, and Freaky Fast Rewards® usage. An otherwise qualifying order placed less than two hours after a previous order will not be eligible to earn Rewards. Multiple menu items purchased in a single order may count as no more than one qualifying order for purposes of earning Rewards. Some exclusions apply; purchases of Jimmy John's gift cards, purchases on the JJ Store at store.jimmyjohns.com, taxes, tips, fees, purchases made using Group Ordering, and purchases with a dollar value less than $3.00 are not qualifying orders and do not earn Rewards. If you cancel a qualifying order, such order will not be considered for purposes of earning any Reward. Orders made through third-party delivery platforms (e.g. Doordash, Grubhub, UberEats, etc.) may not qualify as purchases toward member status or receipt of Rewards. These purchases are also not eligible to receive Rewards as a missed transaction request.

Frequent Freakers™ can view and track qualifying orders and available Rewards by logging into your Jimmy John's account at online.jimmyjohns.com/rewards or via the Jimmy John's mobile app, or by providing the phone number associated with your Jimmy John's account when visiting or calling a participating Jimmy John's Gourmet Sandwiches location.

Redeem any available Reward at participating Jimmy John's Gourmet Sandwiches restaurants when logged into your Jimmy John's account on www.jimmyjohns.com or in the Jimmy John's mobile app, by providing your Freaky Fast Rewards® Pass when visiting a participating Jimmy John's Gourmet Sandwiches restaurant, or by providing the phone number associated with your Jimmy John's account when visiting or calling a participating Jimmy John's Gourmet Sandwiches restaurant. Multiple Rewards may not be redeemed in a single order. Rewards expire if not used by the expiration date assigned to them. Redemption of Rewards is subject to availability of the selected Rewards at the time of redemption. Partial Rewards will not be issued. If the entire value of a Reward is not used when redeemed, the remaining balance will be forfeited, no remaining balance will be refunded nor will any remaining balance be available for application toward future orders. The Rewards are not gift certificates. Rewards are promotional and have no cash value. Rewards may not be exchanged for cash, any cash equivalent or any other products, or combined with other discounts or coupons. Jimmy John's has no responsibility to retroactively apply Rewards or use of the Freaky Fast Rewards® program.

### **SPECIAL OFFERS**

In addition to Rewards, Jimmy John's may from time to time in its sole discretion make available to Frequent Freakers™ the ability to earn additional Rewards through special challenges or other promotions, or to earn other prizes or program benefits. The terms and conditions applicable to any such Rewards, challenges, promotions, prizes or benefits will be determined by Jimmy John's in its sole discretion and communicated to participants in conjunction with any such offers. Because any terms and conditions associated with any special offers under Freaky Fast Rewards® may be different from or in addition to provisions of these Reward Terms, you should read any such special offer terms and conditions carefully before participating in any special offer.

### **LIMITATIONS, RESTRICTIONS AND OTHER TERMS**

You have no ownership interest in any Rewards. Your Freaky Fast Rewards® account and any accumulated Rewards are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one Freaky Fast Rewards® account.

Jimmy John's determinations of participant eligibility or any questions or disputes arising under the Freaky Fast Rewards® Program, these Rewards Terms or any other Jimmy John's Rewards program rules or restrictions shall be final and binding and not subject to challenge or appeal. Nothing in these Rewards Terms will limit Jimmy John's from exercising any rights or remedies it may have hereunder, at law, or in equity.

Without notice to you, Jimmy John's reserves the right to suspend or terminate any Freaky Fast Rewards® account and/or your participation in Freaky Fast Rewards® if Jimmy John's determines in its sole discretion that you have violated these Rewards Terms, you have more than one (1) Freaky Fast Rewards® account, or that the use of your Freaky Fast Rewards® account is unauthorized, deceptive, fraudulent, unlawful, or intentionally subverts the purposes of these Rewards Terms. Jimmy John's may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your account or your participation in Freaky Fast Rewards® is terminated, then all accumulated Rewards in your account are void and will be deemed forfeited. You are responsible for all activity on your Freaky Fast Rewards® account.

Without notice to you, Jimmy John's reserves the right to terminate or suspend your Freaky Fast Rewards® account in the event that your account is inactive for more than one year.

There are no membership fees associated with Freaky Fast Rewards®, although use of online services in conjunction with participation in Freaky Fast Rewards® programs may result in data charges, internet access fees or similar expenses.

Jimmy John's is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail as a result of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any resulting error in computing qualifying orders or any unavailability of Rewards, or any injury or damage to any participant's or any other person's computer or mobile device related to or resulting from participation in Freaky Fast Rewards®. If, for any reason, the Freaky Fast Rewards® program is not capable of running as planned, including due to errors of any kind or nature, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Jimmy John's which corrupt or affect the administration, security, fairness, integrity or proper conduct of any Freaky Fast Rewards® program, Jimmy John's reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Freaky Fast Rewards® program or otherwise respond to the circumstances as Jimmy John's deems appropriate.

### **CHANGES TO FREAKY FAST REWARDS®**

Jimmy John's reserves the right to change, update and/or discontinue, in whole or in part, Freaky Fast Rewards® or any portion of the program, all or any portion of these Rewards Terms, and/or any policy, FAQ, guidelines or disclosures pertaining to Freaky Fast Rewards®, at any time in its sole discretion and without advance notice to you or any other participants. Unless otherwise specified, any changes or modifications will be effective immediately upon posting the revisions to our terms, and you waive any right you may have to receive specific notice of such changes or modifications. Such changes may affect previously accumulated Rewards. If we change or modify the Rewards Terms, we will revise the "last updated" date located at the top of these Rewards Terms. Your participation in Freaky Fast Rewards® confirms your acceptance of these Rewards Terms and any such changes or modifications; therefore, you should review these Rewards Terms and applicable policies and FAQs frequently to understand the terms and conditions that apply to Freaky Fast Rewards®. If you do not agree to the revised Rewards Terms, you must stop participating in Freaky Fast Rewards®.

### **LIMITATIONS ON LIABILITY**

UNDER NO CIRCUMSTANCES SHALL JIMMY JOHN'S BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE FREAKY FAST REWARDS® PROGRAM, ANY REWARDS OR THESE REWARD TERMS EVEN IF JIMMY JOHN'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN THE FREAKY FAST REWARDS®, YOU AGREE THAT JIMMY JOHN'S HAS NO RESPONSIBILITY OR LIABILITY FOR ANY EXPENSE, LOSS, COST, INJURY, DAMAGE, OR ANY OTHER MATTER OR THING WHATSOEVER, HOWEVER SUFFERED OR CAUSED DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE FREAKY FAST REWARDS® OR THESE REWARDS TERMS, INCLUDING WITHOUT LIMITATION: (I) ANY FAILURE, DELAY OR DECISION BY JIMMY JOHN'S IN ADMINISTERING THE FREAKY FAST REWARDS® OR THESE REWARDS TERMS, INCLUDING REVISIONS THERETO; (II) UNAUTHORIZED USE BY ANY THIRD PARTY OF YOUR FREAKY FAST REWARDS® ACCOUNT; OR (III) THE LOSS, THEFT, OR DELAYED NOTIFICATION OF ANY REWARDS ISSUED UNDER THE FREAKY FAST REWARDS® OR THESE TERMS. ANY LIABILITY JIMMY JOHN'S MAY HAVE TO YOU FOR ANY NEGLIGENCE, BREACH OF CONTRACT, OR OTHER CLAIM, IS LIMITED TO CREDITING YOUR FREAKY FAST REWARDS® ACCOUNT WITH THE REWARDS SO DETERMINED TO BE EARNED BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

These Terms & Conditions were last updated on April 5, 2021.