**Scope and Updates**

Welcome to Panera Bread. These Terms of Use (“Terms”) govern your use of our websites, including without limitation, www.panerabread.com and mobile.panerabread.com (collectively, the “Site”), any Panera Bread mobile application, mobile text program, in-store kiosks, online services, and other services, tools or programs offered by Panera Bread in the United States and Canada, any interaction with our physical cafes or the personnel at the cafes, or where these Terms appear (collectively, the “Services”). Panera Bread Company or its affiliates or subsidiaries (collectively, “Panera,” “Panera Bread” “our,” “we,” or “us”) provides the Site and Services. “You” refers to you as a user of the Site or Services.

While we operate the Site and Services, many of our bakery-cafes are owned and operated by independent “Franchisees.” These Terms do not apply to any orders or purchases made in person at any Franchise bakery-cafe, your experiences in any Franchisee bakery-cafe, or with any separate websites or services offered by Franchisees. However, each Franchisee is solely and independently responsible for its legal and regulatory compliance, for any issues relating to the sale of menu items to you, and any other programs or services provided by Franchisees and for any employment related matters in the bakery-cafes. The Services may not be available in all geographic areas, and any particular Service, such as app based ordering or delivery, may be subject to Franchisee participation, where applicable.

BY USING THE SITE OR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY. THESE TERMS CONTAIN AN ARBITRATION PROVISION AND WAIVER OF CERTAIN RIGHTS IN SECTION 17

**Eligibility**

You must be at least 13 years old to use the Site or the Services, except that some Services might require that you must be 18 years or older.  If you are under the age of majority in your state of residence, a minor, your parent or legal guardian must agree to these Terms on your behalf and you may only access and use the Site and Services with permission from your parent or legal guardian.

**Additional Terms**

Some of our Services, including without limitation MyPanera Program and Panera Pick-Up Order Program, have additional terms and conditions (“Additional Terms”), which are incorporated herein by this reference. By using that Service, you agree to the Additional Terms.

**Acceptable Use of the Site and Services**

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account.  Our goal is to create a positive, useful, and safe user experience.  To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us.  When you use the Site or Services, you may not:

- violate any law or regulation or violate these Terms;

- violate, infringe, or misappropriate the intellectual property, privacy, publicity, or other legal rights of any other party;

- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;

- send unsolicited or unauthorized advertising or commercial communications, such as spam;

- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services;

- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;

- stalk, harass, or harm another individual;

- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;

- use any means to scrape or crawl any Web pages contained in the Site or the Services or to harvest or otherwise collect information about individuals;

- attempt to cause damage to or through the Services or to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site or Services;

- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site or Services; or

- use the Services in any way that results in the commercial resale of Panera products without the prior written consent of Panera; or

- advocate, encourage, or assist any third party in doing any of the foregoing.

Some of the Services are made through the use of third-party suppliers and service providers ("Suppliers"). In addition to other Suppliers, the Services are supported by services provided by Google. By using the Services, you agree to comply with all terms and notices as Google may provide, including without limitation the [Google Maps / Google Earth Additional Terms of Service](https://www.google.com/help/terms_maps/)  (including the [Google Privacy Policy](https://policies.google.com/privacy?hl=en-US).)

**Availability, Prices, and Promotions**

The Services may not be available in all geographic areas. Where available, prices and participation may vary.

Receipt and availability of promotional offers and discounts may vary by location and recipient. Promotional offers and discounts may result in different amounts charged to different users for the same or similar services or goods obtained through the use of the Services.  All promotions, offers and discounts are subject to the terms and exclusions identified on or in connection with them. Unless expressly stated on the offer or discount, promotional offers and discounts are subject to change or withdrawal at any time and without notice.

**Online Ordering**

Panera may provide you the ability to order online from participating Panera Bread bakery-cafes, Franchise locations or other locations. These Terms apply to orders placed through the Services. Ordering may not be available through the Services for all Panera Bread bakery-cafe locations, and some Panera Bread bakery-cafes do not sell all menu items. Images of menu items on the Site or Services may not be identical to what is available or that you may receive from an individual Panera bakery-cafe.

You are responsible for payment of your order by means of a payment option made available through the online ordering Services at the time of ordering. Before you submit an order, you must provide a valid form of accepted payment to use with your order. Panera will charge, and you authorize Panera to charge, the payment method you specify at the time of your order. We use third party providers and may accept various third-party services to process payments. The Panera Bread bakery-cafe identified when you place your order, which may be a Franchisee bakery-cafe, is responsible for preparing and fulfilling your order and for any questions or other communications regarding your order. If you are purchasing from a Franchisee location, Panera does not prepare the items you are purchasing from the Franchisee and the Franchisee remains responsible for all items that you purchase.

You understand that: (1) the prices for menu items displayed through the online ordering Services may differ from the prices offered or published for the same menu items at a physical Panera Bread bakery-cafe locations, (2) the prices for menu items may differ depending on geography and specific bakery cafe within any geography, (3) the prices for menu items may differ depending on whether you order for dine-in, pick up or delivery (separate from any Delivery Fee), (4) the prices for menu items may differ depending on whether you order from a Panera Bread bakery-cafe location or a Franchise location and (5) Panera reserves the right to change the prices displayed through the online ordering Services and applicable fees or surcharges at any time. Prices for menu items do not include applicable taxes, and fees, separately stated delivery and service fees, or related surcharges. Charges paid for completed orders are final and non-refundable. Panera has no obligation to provide refunds or credits, but may grant them, in our sole discretion. Refunds, if any, of amounts paid for cancelled catering orders will be identified at the time of cancellation.

Minimum order amounts may apply for orders placed through the online ordering Services. Any applicable taxes and fees, separate delivery and service fees, or other related surcharges due in connection with your order will be identified on the checkout screen before you place your order.  If you do not agree to the prices charged for the items listed or any delivery fee, service fee or related surcharge identified on the checkout screen, do not proceed with ordering. There may be limits on the dollar amounts and number of orders that may be placed through the online ordering Services. Discounts, coupons and other offers may not all be able to be combined with orders placed through online  ordering Services. You may be able to, and in some circumstances, you may be required to, use your MyPanera account in connection with certain ordering through the online ordering Services, in which case the Additional Terms for the MyPanera Program will also apply. Certain accounts (for example, a corporate catering account) will have limitations on available functionality as identified by the account holder. If there are any conflicts between these Terms and the Additional Terms for the MyPanera Program, the MyPanera Additional Terms will control.

Third parties may offer online ordering and/or delivery services through their own websites, apps or other means. Panera does not review and is not responsible for any statements, claims (including price representations) made on those third party sites or apps and has no responsibility to you for an order made through a third party. Any issue with or complaint regarding any of these third party services or orders placed through them should be directed to that service and not to Panera.

Additional details about online ordering are available at <https://panerabread.force.com/custhelp/s/>.

**Panera Delivery**

Delivery may be available for qualifying orders placed through the online ordering Services for participating Panera Bread bakery café locations. Menu items available for delivery, and prices for those items, may vary by bakery cafe. Orders must be placed within delivery times and for delivery within the specified radius of the participating Panera Bread bakery-cafe locations. Not all Panera Bread bakery-cafe locations offer delivery Services and, if delivery is available, it may be available only to a limited geographic area. Delivery hours may be limited and may vary. Delivery orders require a minimum order of a certain amount (before applicable taxes and fees (including separate delivery and service fees)), which may vary by bakery-cafe location. The delivery fee does not include a voluntary tip or gratuity provided to the driver. Delivery orders must be placed using applicable online ordering Services.

Menu prices for delivery Services may be higher than at those at physical bakery café locations or those available through the online ordering services for pick-up, and additional delivery and other service fees may apply. Applicable (additional) delivery fees and service fees may vary by location, and are subject to change at any time. Some locations may charge a supplemental delivery charge based on generally higher delivery costs or other factors. You will be able to see pricing and all applicable delivery/service fees on the checkout screen before placing your delivery order. If you do not agree with the prices charged or for any delivery fee, service fee or related surcharged identified on the checkout screen, do not proceed with ordering.

You may enter your address on the Site or Services to see nearby Panera Bread bakery café locations and delivery options. Delivery times provided for delivery orders are estimates provided for convenience only and are subject to change based on a number of factors. Panera and Franchisees are not responsible for inaccurate delivery time estimates or late deliveries. Panera bakery café locations that offer delivery may also offer an order or location tracking system via your mobile phone. Data usage or other like fees owed to your mobile carrier may apply.

You understand and agree that deliveries placed through the online ordering Services may be fulfilled by a third-party delivery service. Any issue with or complaint regarding any of these third party services or orders should be directed to that service and not to Panera.

Additionally, third parties may offer online ordering and delivery services through their own websites, apps or other means. Panera does not review and is not responsible for any statements, claims (including price representations) made on those third-party sites or apps and has no responsibility to you for an order made through a third party. Any issue with or complaint regarding any of these third party services or orders placed through them should be directed to that service and not to Panera.

Gift card purchases are excluded from our food delivery Services and their terms are presented at the time of their purchase or order. You may purchase plastic gift cards [here](https://panerabread.wgiftcard.com/responsive/personalize_responsive/chooseDesign/panerabread/1) and eGift cards [here](https://panerabread.wgiftcard.com/responsive/personalize_responsive/chooseDesign/panerabread/1). Please contact your local bakery cafe for catering orders.

**User Content**

The Site and some of the Services allow you to upload, store, send, or receive content and data (“User Content”). User Content does not include Submissions (defined below). You retain ownership of any intellectual property rights that you hold in that User Content. When you upload, submit, store, send, or receive User Content to or through the Site or Services, including without limitation, through use of Panera-branded hashtag(s), you give us permission to reproduce and use your User Content as follows: you grant to us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations, or other changes we make so that User Content works better with the Site and Services), publicly perform, publicly display, and distribute your User Content. This license is for the limited purpose of operating, promoting, and improving the Site and Services, and to develop new Services. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world and in any media. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Site and Services.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above; and

- your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

You understand and agree that any use by us of User Content is in our sole discretion - we have no obligation to utilize User Content you submit. We may refuse to accept or transmit User Content for any reason. We may remove User Content from the Site or Services or any other service or location for any reason.

Submission of any remarks, suggestions, material, information, ideas or other communications (each a "Submission") to the Services, including those on a public-facing forum made available through the Services, will be maintained by Panera, and at Panera's discretion shall be deemed to transfer to Panera all present and future ownership and intellectual property rights in such Submission. All Submissions by you are voluntary. Panera has no obligation to treat a Submission as confidential or to compensate you in any manner for the Submission. You agree that Panera has the right, but not the obligation, to display and use your name, likeness and other personal information submitted by you in connection with a Submission. If any court determines that Panera does not retain exclusive ownership of any Submission, then Panera retains a royalty free, exclusive, perpetual, sublicensable (through multiple tiers) right and license to use, reproduce, cache, modify, display, publicly perform, transmit, adapt, publish, translate, create derivative works from and distribute the Submission throughout the universe in any medium and through any methods of distribution, transmission and display whether now known or hereafter devised. Please also review our [Privacy Policy](https://www.panerabread.com/en-us/legal/your-privacy.html) regarding use of your feedback and Submissions. We are unable to review new ideas from outside the Panera system. You expressly waive any and all claims against Panera in connection with Panera’s consideration, use or development of any product, design, concept or other materials similar or identical to your Submission now or in the future.

**Ownership**

Other than User Content, we own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services (“Our Content”); and (b) our trademarks, logos, and brand elements including, without limitation, PANERA BREAD, PANERA, the Mother Bread design logo, MYPANERA, RAPID PICK-UP, PANERA TO YOU, YOU PICK TWO, PINK RIBBON BAGEL, and SAINT LOUIS BREAD COMPANY, (“Marks”). Aspects of the Services, namely Online Ordering, are covered by Patent Nos. 9,070,175, 9,159,094 and 10,032,201.  The Site and Services, Our Content, and Marks are all protected under U.S. and international laws. The look and feel of the Site and Services are copyright © Panera Bread. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Panera.

You are granted a limited, non-sublicensable license to access and use the Site and Services, and all material therein, for personal, informational and consumer transactional purposes only, including the dissemination of content to the extent specifically allowed through any provided third party functionality made available through the Services that allow you to post content from the Site and Services to your personal social media account(s). This limited license does not include the resale, commercial use, distribution, public display or performance of the Site and Services or any materials therein, nor does it permit the modification or the making of derivative uses of the Site and Services or of any materials therein, reverse engineering of any Site or Service for any purpose, or the use of any data mining, spiders, robots or similar data gathering or extraction methods thereon.

**Copyright and Intellectual Property Policy**

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.  If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address.

- A description of the copyrighted work that you claim has been infringed.

- A description of where the alleged infringing material is located.

- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Copyright Agent:

Panera, LLC  
Attn: Legal Department  
3630 S. Geyer Road, Suite 100  
St. Louis, MO 63127  
Tel: (314) 984-1000  
Fax: (314) 984-4189  
Email: CopyrightComplaint@panerabread.com

For clarity, only copyright infringement notices should go to our Copyright Agent.  You acknowledge that if you fail to comply with all of the requirements of this section your notice may not be valid.

If you believe the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- Your physical or electronic signature;

- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

- Your name, physical address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content that was removed or disabled. If we receive such notification, we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

**Privacy; Your Account**

Your privacy is very important to us. Our [Privacy Policy](https://www.panerabread.com/en-us/legal/your-privacy.html) explains how we collect, use, protect, and when we share personal information and other data with others. When you agree to these Terms (and any applicable Additional Terms) you acknowledge that you have reviewed or been provided the opportunity to review our [Privacy Policy](https://www.panerabread.com/en-us/legal/your-privacy.html) .

In order to access some features of the Services, you will have to create an account. You may never use another’s account without permission. You are responsible for maintaining the confidentiality of your account information, including, without limitation, your username and password and payment method information. You should not use the same username and password for your MyPanera account as you use for other accounts. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

**Links; Third Party Providers and Content**

The Site and Services may contain links to other websites and online resources. A link to a third party’s website does not mean that we endorse it or that we are affiliated with it.  You may also have the ability to interact with your account through third party services or choose to have portions of your account information accessible by third parties. Your access to, purchase, download, or use of third-party websites or services is governed by such third-party’s terms and conditions and privacy policy, as applicable. You should always read the terms and conditions and privacy policy applicable to third party websites or services before using or accessing them. By consenting to such interactions, you acknowledge and agree that: (i) third-party providers will have access designated by you to your information and that it is your sole responsibility to evaluate any risks related to your sharing of information with third-party providers; and (ii) we have no control over, and will have no liability for, any damage or loss related to the use of any third-party services or websites. Further, we disclaim all liability for the functionality of any third-party websites or services and, unless otherwise expressly provided, for their interoperability with our Services.

Panera may provide third party content on the Services (including embedded content) and links to web pages and content of third parties, including Panera branded, co-branded and/or our franchisee(s)' content and/or web pages (collectively, "Third Party Content"). We may also make our Services available to you through your use of services of third parties, such as Google, Facebook and Instagram. When you visit other sites via Third Party Content, or utilize the services of third parties, the terms and policies of the third party sites/services govern such third party site/services, including without limitation use of any of your account information that you choose to make available to such third party. It is your responsibility to determine when you are accessing Third Party Content or services. We do not control, endorse or adopt any Third Party Content or service, including the advertisements or promotions of any third party, and the inclusion of any link to and/or reference to Third Party Content or availability of Third Party service in connection with use of any Panera Service does not imply Panera's endorsement, affiliation or adoption of the Third Party Content or service, and Panera makes no guarantee as to its accuracy, completeness, reliability or suitability for your purposes. You agree to comply with all applicable laws, regulations and terms applicable to your use of any such third party services (for example, if you use Google voice assist services, you agree to comply with its [Terms of Service](https://developers.google.com/terms/). You acknowledge and agree that Panera is not responsible or liable in any manner for Third Party Content or services.

**Employment Opportunities**

The Career portion of this Site allows you to find information about and apply for jobs. Panera is committed to the principles of equal employment opportunity. Applicants are considered for all positions without regard to race, color, religion, marital status, pregnancy, national origin, disability, genetic information, military status or Vietnam-era Veteran status, sexual orientation, gender, gender identity or expression, age or any other status protected by applicable law. Panera encourages all qualified applicants to apply. Some jobs identified are for locations operated by our Franchisees and this information is provided as a convenience to you. Panera does not have any responsibility for the hiring practices of its Franchisees. If you have questions or concerns about any job related to a Franchisee location, please contact that Franchisee directly.

**Changes to the Site or Services**

We enhance and update the Site and Services often. We may change or discontinue the Site or Services at any time, with or without notice to you.

**Termination**

We reserve the right to not provide the Site or Services to any person. We also reserve the right to terminate any user’s right to access the Site or Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Site and Services automatically terminates.

**Disclaimer and Limitations on Our Liability**

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.  TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, FRANCHISEES AND LICENSORS (“AFFILIATES”) DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

IN PARTICULAR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE OR SERVICES.  OUR COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE’VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some states do not permit the exclusion or limitation of certain damages, in such jurisdictions, liability is limited to the fullest extent permitted by such state law.

**Indemnification**

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless our company and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney’s fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

**Arbitration Agreement & Waiver of Certain Rights**

Except as set forth below, you and we agree that we will resolve all existing and future disputes between us (including any disputes between you and a third-party agent of ours, and any disputes that arose prior to your acceptance of these Terms) through binding and final arbitration instead of through court proceedings.  You and we hereby waive any right to a jury trial of any Claim (defined below).  All controversies, claims, counterclaims, or other disputes arising between you and us or you and a third-party agent of ours (each a “Claim”) shall be submitted for binding arbitration in accordance with the Consumer Rules of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, scope or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being 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.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court.  In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including 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.

Neither you nor we may act as a class representative or private attorney general, nor 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 and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable law subject to any applicable limitation of liability, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a “public injunction” and any such “public injunction” may be awarded only by a federal or state court, which that party shall be permitted to pursue in the appropriate court.  If either party seeks a “public injunction,” all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a “public injunction” in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party’s claim or prayer for “public injunctive relief.” Including a claim for “public injunctive relief” in any complaint shall not deprive the arbitrator of any right to hear and adjudicate all other claims in arbitration. In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms. This Section of the Terms will survive the termination of your relationship with us.

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 AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Other Provisions**

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

These Terms will be governed by and construed in accordance with: (i) the laws of the State of Missouri, without giving effect to any conflict of laws rules or provisions (with respect to matters within the United States); and (ii) the laws of Ontario, Canada, without giving effect to any conflict of law rules or principles (with respect to matters within Canada).

You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Services, which is not a copyright matter described in Section 9 or subject to arbitration pursuant to Section 17, will be filed only in the state or federal courts located in: (i) the State of Missouri in St. Louis County (with respect to matters within the United States); or (ii) the courts in Ontario, Canada (with respect to matters within Canada). You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

**Changes to These Terms**

From time to time, we may change these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use the Site or Services, you are agreeing to the revised Terms.

**Please print a copy of these Terms for you records and PLEASE check the Site frequently for any changes to these Terms.**

**Additional Terms for Panera Pick-Up Order Program**

These Additional Terms govern your use of Panera’s Rapid Pick-Up (including but not limited to In-Cafe Pick-Up, Curbside Pick-Up, and Drive-Thru Pick-Up) Text messaging Status Notification Program (“Pick-Up Order Program”) and supplement the Panera Terms of Use, as well as any other additional terms identified during your use of the Service, all of which are expressly incorporated herein by this reference. Capitalized terms used but not defined in these Additional Terms will have the same meaning given in the Panera Terms of Use, as applicable.

- To participate in the Panera Pick-Up Order Program, you must:

     1.  Be 18 years of age or older (or if you are under 18 you are using the Service under the supervision of a parent or legal guardian who agrees to be bound by these Terms);

     2. Be the current subscriber to the mobile number you register for the Pick-Up Order Program, or are otherwise authorized to opt-in to participation in such program; and

     3. Have a text messaging enabled mobile device with a current text messaging plan;

- By participating in the Panera Pick-Up Order Program and signing up for mobile offers and text updates, you consent to receive future recurring automated marketing text messages to the mobile number provided from or on behalf of Panera.

- You also consent to receiving from Panera up to three text messages per order (which may include marketing text messages) to the mobile number you provided from or on behalf of Panera.

- You also acknowledge that your agreement to receive these messages isn’t required as a condition of purchase

- You understand that your opt-preference is tied to your mobile phone number, not to any Panera account or you individually.  Accordingly, if you share a phone number with someone else, the most recent opt preference for that mobile phone number will apply.

- Message and data rates may apply. All charges are billed by and payable to your mobile service provider. Panera does not charge you for sending or receiving text messages.

- If you would like to be removed from the Panera Pick-Up Order Program, you must reply STOP to any message to opt-out of receiving text messages from the Pick-Up Order Program. This will apply to text messages for all future pick up orders regardless of any text message choice you indicate for a particular order.  After texting STOP, you will receive one additional message confirming that your request has been processed.

- Reply START to rejoin Pick-Up Order Program and gain the ability to choose to receive messages on an order by order basis.

- Panera reserves the right to remove subscribers from our messaging database at our discretion. For more information, reply “HELP” to any message or contact us at <https://panerabread.force.com/custhelp/s/>.

- In the event that you change or deactivate your mobile number it is your responsibility to notify Panera by updating your MyPanera Account or contacting Panera customer support at <https://panerabread.force.com/custhelp/s/> to have your number removed.

- Not all carriers support the numbers/short codes we use for the Pick-Up Order Program.  Panera will not be liable for any delays in the receipt of any SMS messages or undelivered messages.

- Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name, the date, time and content of your  messages and other information you provide to us as part of this service. We may use this information to contact you and to provide the services you request from us. See our [Privacy Policy](https://www.panerabread.com/en-us/legal/your-privacy.html) for additional information.

- These Additional Terms do not apply to any of our Franchisees’ text messaging programs. If you are receiving text messages from an individual Panera Franchisee, you will need to opt in and opt out from each program directly with such Franchisee(s). Each Franchisee is solely and independently responsible for its legal and regulatory compliance.

- These Additional Terms for Panera Pick-Up Order Program are subject to change at any time without notice.

**Additional Terms for MyPanera® Program**

These Additional Terms govern your use of the MyPanera Program, available in the United States and Canada, and supplement the Panera Terms of Use, as well as any other additional terms identified during your use of the Service, all of which are expressly incorporated herein by this reference. Capitalized terms used but not defined in these Additional Terms will have the same meaning given in the Panera Terms of  Use, as applicable. IF YOU DO NOT AGREE TO THESE ADDITIONAL TERMS, DO NOT PARTICIPATE IN THE MYPANERA PROGRAM.

Panera reserves the right to change, modify, eliminate, terminate, discontinue and/or cancel the MyPanera Program, associated rewards and/or all or any portion of these Additional Terms or any policy, FAQ, or guideline pertaining to the MyPanera Program at any time and in its sole discretion without notice to you. Any changes or modifications will be effective immediately upon posting the revisions to the Site, and to the extent permitted by law, you waive any right you may have to receive specific notice of such changes or modifications.

**1. Becoming a MyPanera Member**

The MyPanera Program allows you to earn and/or receive rewards (program rewards, including Catering Rewards Dollars, are individually or collectively referred to as "Reward(s)"). To become a MyPanera member, you must: (1) Be at least 13 years old; and (2) Register Your MyPanera card ("MyPanera Card") at www.panerabread.com. Your MyPanera membership is 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 (1) MyPanera Card and associated account that is personal to you. A unique and valid email address is required to register for a MyPanera account. A social media account may be required to complete actions to earn certain Rewards. Your MyPanera Card or account number may be required to be presented in connection with a transaction or activity. The MyPanera Program is not targeted towards, nor intended for use by, anyone under the age of 13. There are no membership fees associated with the MyPanera Program.

**2. Earning and Using Rewards**

No Rewards are earned until the MyPanera Card is registered. Rewards are issued by Panera on a periodic basis and may not be identified to you in advance. Number, type and frequency of Rewards are based upon a number of factors, including without limitation the frequency of visits, the volume and type of purchases made, MyPanera Card usage, type of personal information provided, and type and amount of participation in and/or interaction with MyPanera and/or activities, other Programs and/or applications. Purchases from a participating Panera Bread bakery-cafe may be required to earn Rewards. Voluntary activities required to earn Rewards may include, among other things: (1) features that display your username and/or status; and/or (2) contests, sweepstakes or other like activities subject to applicable rules and/or Program terms identified at the time. Certain activities may only be available to participants 18 years and older. Activities to earn Rewards do not count towards, and may not be combined with, activities described under other Programs. Activities tied to specific Rewards must be fully completed, as determined by Panera in its sole discretion, and will result in a single Reward regardless of the number of times the activity is performed. Partial Rewards will not be issued. If a full Reward is not used when redeemed, no remaining balance will be refunded nor will any remaining balance be available for application toward future orders. MyPanera Cards may be used to earn purchase-based Rewards a maximum of five times per day, with a minimum of two hours between each usage. Unless otherwise identified, a Reward will consist of the single serving size of the rewarded item. Panera has the sole discretion to determine the size of the Reward. Qualifying purchases reflected in an account where there is a period of twelve (12) months of inactivity will no longer count toward earning a purchase-based Reward.

MyPanera customers may earn catering specific purchase-based Rewards ("Catering Rewards Dollars"). For every $500 you spend in qualifying Panera catering purchases using a registered MyPanera Card, you will receive Catering Rewards Dollars in two (2) increments of $10.00 each. A qualifying purchase constitutes a catering order that you place (i) in-cafe or via Panera's US catering website, with respect to orders fulfilled by participating US Panera Bread bakery-cafes, or (ii) in-cafe, with respect to orders fulfilled by participating Canadian Panera Bread bakery-cafes. The amount of the qualifying purchase equals the amount paid for food and beverages after application of any applicable discounts and/or Rewards redeemed, exclusive of taxes, tips, delivery, cancellation or other fees, and exclusive of gift card purchases. No currency exchange is applied to the value of your purchase for purposes of determining the amount or the value of Catering Rewards Dollars.

When earned, Rewards, including Catering Reward Dollars, will be identified on your My Account page located at www.panerabread.com and may also be printed on your Panera Bread bakery-cafe receipt. Generally, only one Reward may be redeemed per transaction. Multiple Rewards may be redeemed within a single transaction in limited purchasing channels (for example, in-cafe or if redeeming Catering Rewards Dollars and placing a catering order online in the US). Rewards (excluding Catering Rewards Dollars) may not be redeemed in connection with catering orders. Catering Rewards Dollars can be redeemed for Panera Catering or other in-cafe or online purchases, subject to other limitations. In Canada, Catering Rewards Dollars may only be redeemed in-cafe. Rewards (including Catering Rewards Dollars) may not be redeemed for gift card purchases. The purchase of Panera At Home products do not apply to the earning of any Rewards, and no Reward may be used in connection with purchases of Panera At Home products. Rewards expire if not used by the applicable expiration date. Rewards are subject to change or substitution without notice. Rewards accumulated under the MyPanera Program 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, except that Catering Rewards Dollars may be redeemed in combination with other Panera Catering discounts made available by Panera. Rewards may be transferred if permitted by a Reward transfer program (if any) made available by Panera. Transaction history cannot be transferred from one account to another. If you forgot to present your registered MyPanera Card while making a purchase in a Panera Bread bakery-cafe or online (a "visit"), you can get credit for your visit by (i) with respect to non-catering orders, entering the code (if available) at the bottom of your receipt on our Missed A Visit page or by accessing our Customer Care Center at <https://www.panerabread.com/customercare>  (limits apply: 1 per day, 2 per week and 4 per month); all visit codes expire after 30 days; or (ii) with respect to catering orders, access our Customer Care Center at <https://www.panerabread.com/customercare> within 30 days of your visit and we will make the appropriate correction to your account. Panera has no responsibility to retroactively apply Rewards or use of the MyPanera Program.

**3. Other MyPanera Information**

Your MyPanera Card has no cash value, is not a gift card or credit card, and is not valid if obtained from unauthorized parties, including without limitation through Internet auction sites. Catering Rewards Dollars are not a gift card or credit card and accordingly are not reloadable. Notify us of a lost or stolen MyPanera Card by accessing our Customer Care Center at [https://www.panerabread.com/customercare.](https://www.panerabread.com/customercare) Panera may conduct test Programs from time to time in certain markets that may have additional/different Program terms than those described herein. Panera has no  obligation to expand or continue any test. Rewards may not be earned or redeemed if unexpected technical difficulties arise.

As a participant in the MyPanera Program, Panera may automatically enroll you in other Programs that are complimentary to the MyPanera Program. Please read the [Privacy Policy](https://www.panerabread.com/en-us/legal/your-privacy.html) to understand how Panera collects, uses and discloses information about customers, how to update or change your personal information and how we communicate with you.

Without notice to you, Panera reserves the right to suspend any MyPanera account and/or terminate your account and/or your participation in the Program for any reason in its sole discretion, including without limitation if Panera determines in its sole discretion that you have violated these Terms, you have more than one account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Panera may, in its sole discretion, suspend or cancel accounts that appear to be inactive, and suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in the MyPanera Program is terminated, then all accumulated Rewards in your account are void.

*For More Information*

If you have any questions regarding these Terms, including how to contact a particular Franchisee, please access our Customer Care Center at <https://www.panerabread.com/customercare>.

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