

## PAPA JOHN'S AMAZON GIFT CARD GIVEAWAY OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN WHERE PROHIBITED.**

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, TWITTER OR INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK, TWITTER OR INSTAGRAM. Facebook, Twitter, or Instagram have not offered or sponsored this Giveaway in any way.**

**Sponsor:** Papa John's USA, Inc., 2002 Papa John's Boulevard, Louisville, KY 40299.

**Administrator:** Brandience, 700 Walnut Street, Suite 500, Cincinnati, OH 45202.

**1. Eligibility:** This Amazon Gift Card Giveaway is offered and open to legal residents of Dearborn County Indiana; Boone, Campbell and Kenton Counties in Kentucky and Butler, Clermont, Hamilton and Warren Counties in Ohio, U.S. states, who are at least 18 years old or age at the time of entry. This Giveaway is void where prohibited by law. Employees and directors, and their immediate family members, of the Sponsor, and their respective parent companies, affiliated and subsidiary companies, franchisees, representatives, and any advertising and promotion agencies, agents, and legal advisors are not eligible to participate in this Giveaway. For purpose of the foregoing "immediate family" means parents, spouses, children, siblings or any members of the same households of such employees and directors.

**2. Giveaway Period:** The Giveaway begins on April 1, 2019 at 10:00 AM Eastern Time ("ET") and ends at 11:59:59 PM ET on April 12, 2019 (the "**Giveaway Period**"). The Giveaway Period consists of one (1) random drawing. For the purposes of this Giveaway, the random drawing will be conducted on or around 4pm ET on Monday, April 15, 2019. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and judges' decisions, which are final and binding on all matters related to the Promotion.

### **3. How to Enter:**

1. To enter, complete the survey and provide your name and email address at the completion of the survey. When you fill out this information, you will receive one (1) entry into the random drawing.

**Sponsor, Administrator, Facebook, Twitter, and Instagram and each of their affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information provided by a participant; human error; alteration of entries; entries that are processed late or incorrectly or are incomplete or lost. Illegible and incomplete entries are disqualified. All participants agree to release and hold harmless the Releasees from and against any claim or cause of action resulting from or arising out of participation in the Contest or use of any prize as a condition of entry into the Contest. All entries become the property of Sponsor and Administrator will not be acknowledged or returned. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.**

4. **Random Drawing:** There will be one (1) random drawing during the Giveaway Period with a total of one (1) prize winner (“Winner”). Approximately two weeks after the start of the survey, the random drawing will be conducted by Administrator, whose decisions are final and binding in all matters relating to this Giveaway.

The random drawing will be selected from among all eligible entries received in each drawing period. The winners will be notified by email and on or about the day of each drawing and will have seventy-two (72) hours from the time the Winner notification is sent by Administrator to respond. In the event the potential Winner fails to respond to the Winner notification with seventy-two (72) hours, he/she will forfeit his/her right to the prize, and the prize may at the Sponsor’s sole discretion, be awarded to an alternate Winner, time permitting. Odds of winning depend on the number of eligible entries received for each random drawing period. Non-winning entries from the first random drawing will be carried over to future and final random drawings.

5. **Prizes:** One Amazon gift card valued at \$100. Total Prizes ARV: \$100.

All Prize elements must be redeemed at the same time. Prize Sponsor will not replace lost, mutilated, or stolen gift card. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. All federal, state, local and other tax obligations arising from this Giveaway, including, without limitation, winning a Prize, will be the sole responsibility of the Prize Winner.

6. **Publicity Release Terms:** Except where prohibited by law, a Prize Winner's acceptance of a Prize constitutes permission for the Sponsor and its licensors and owners to use Prize Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

7. **Improper Conduct:** Sponsor or Administrator, in their sole discretion, may disqualify any entrant from participation in or use of any or all portions of this Giveaway, and refuse to award a Prize or any part thereof, if entrant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the Giveaway or detrimental to other entrants of the Giveaway. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or Prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Giveaway. Entrants agree that Administrator may void any part of a Prize that entrant may have won and/or require the return of any part of a Prize that entrant may have won as a result of such improper conduct. Entrant further acknowledges that any forfeiture of a Prize and/or return of a Prize shall in no way prevent Administrator from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE GIVEAWAY ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

8. **General/Miscellaneous:** If, for any reason, the Giveaway is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of show, scheduling changes or any other causes which Administrator, in its sole

opinion believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Administrator or Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Giveaway and select the Prize Winner from entries received prior to the action taken or in such other manner as Administrator or Sponsor may deem fair and appropriate. The Giveaway Entities, and their parents, affiliated and subsidiary companies, licensors, and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Standard data rates, as established by an individual's wireless carrier, may apply, and the sponsors assume no responsibility for any fees or charges incurred. Sponsor, Administrator, and their respective parents, affiliated and subsidiary companies, licensors, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Giveaway, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Giveaway. Sponsor, Administrator, and their respective parents, affiliated and subsidiary companies, licensors and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this Giveaway, including enjoying the Prize. The Sponsor, Administrator, and their respective parents, affiliated and subsidiary companies and advertising and promotion agencies and licensors, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Giveaway; (b) in any related advertising or promotions of this Giveaway; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrator reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Giveaway. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry. For purposes of these Official Rules, "**Authorized Account Holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**9. Release and Indemnity:** Sponsor, Administrator, and their respective parents, affiliated and subsidiary companies; and advertising and promotion agencies and licensors, assume no liability and are not responsible for, and you/entrant hereby forever waive/s any rights to any claim in connection with, the selection and announcement of a Prize Winner, the distribution of a Prize, the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of a Prize or any part of this Giveaway. Each entrant in this Giveaway, including, without limitation, a Prize Winner, hereby releases and agrees to hold harmless the Sponsor, Administrator, and their parents, affiliates, subsidiaries, and any advertising and promotion agencies and licensors, and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in this Giveaway and participation in any activity related to this Giveaway.

**10. Limitation of Liability:** IN NO EVENT WILL THE SPONSOR, ADMINISTRATOR, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE GIVEAWAY OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE GIVEAWAY. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

THE GIVEAWAY AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**11. Disputes and Governing Law:** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Giveaway. Any controversy or claim arising out of or relating to these Official Rules and/or this Giveaway shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Kentucky, City of Louisville, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. This promotion is governed by US law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with this Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Kentucky, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Kentucky, in the City of Louisville.

**12. Winners List and Official Rules:** For the names of the winner, send your request to: Papa John's Amazon Gift Card Winner List, 2002 Papa John's Blvd, Louisville, KY 40299 postmarked by December 31, 2019. For a copy of the Official Rules, visit [www.brandience.com/marketresearch](http://www.brandience.com/marketresearch), or send a self-addressed stamped envelope to the above address marked Papa John's Amazon Gift Card Giveaway Official Rules for receipt by December 31, 2019; residents from WA and VT may omit postage on the self-addressed envelope.