

OFFICIAL RULES
BREAKFAST FOR A YEAR GIVEAWAY SWEEPSTAKES
NO PURCHASE NECESSARY TO ENTER OR WIN.

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

THE PRIZE:

GRAND PRIZE:

- **BREAKFAST FOR A YEAR: FIFTY-TWO (52) FREE ENTRÉES (UP TO \$12.00USD IN VALUE) UPLOADED TO YOUR JIMMY’S EGG REWARDS ACCOUNT – (ONE (1) WINNER)****
 - **** BEGINNING FEBRUARY 23, 2024, FOUR (4) FREE ENTRÉES WILL BE UPLOADED TO THE GRAND PRIZE WINNER’S JIMMY’S EGG REWARDS ACCOUNT ON THE 1ST OF EACH CALENDAR MONTH FOR THIRTEEN (13) CONSECUTIVE CALENDAR MONTHS. ALL FREE ENTREES MUST BE REDEEMED WITHIN THE CALENDAR MONTH THAT THEY ARE UPLOADED OR THEY SHALL BE DEEMED EXPIRED. LIMIT OF ONE (1) FREE ENTRÉE REDEEMABLE PER TABLE, PER DAY. EACH FREE ENTRÉE: I.) MAY BE USED ONLY ONCE AND MUST BE SURRENDERED/REDEEMED UPON USE; II.) IS NOT VALID WITH ANY OTHER SPECIAL OFFER, DISCOUNT, OR COUPON; III.) DOES NOT INCLUDE TIP; IV.) MAY NOT BE REDEEMED FOR CASH, UNLESS PROHIBITED BY LAW; AND V.) MAY NOT BE REPRODUCED. THE ENTRÉES ARE ONLY REDEEMABLE AT THOSE JIMMY’S EGG® RESTAURANT LOCATIONS PARTICIPATING IN THIS SWEEPSTAKES AND THE JIMMY’S EGG REWARDS PROGRAM.**

THE ONE GRAND PRIZE WINNER SHALL BE DRAWN ON FEBRUARY 19, 2024, AS FURTHER DESCRIBED HEREIN.

ADDITIONAL BENEFITS OF ENTERING THE SWEEPSTAKES:

250 POINTS ADDED TO YOUR JIMMY’S EGG REWARDS ACCOUNT:

- **250 POINTS UPLOADED TO YOUR JIMMY’S EGG REWARDS ACCOUNT** – ((ALL WHO BECOME A PARTICIPANT)**

EACH PARTICIPANT SHALL HAVE THE 250 POINTS UPLOADED TO THEIR REWARDS ACCOUNT ON OR AROUND FEBRUARY 23, 2024.

PARTICIPATING LOCATION:

ONE (1) **Jimmy's Egg®** RESTAURANT LOCATION IS PARTICIPATING IN THIS SWEEPSTAKES – MEANING THAT THE GRAND PRIZE WINNER MAY REDEEM THE GRAND PRIZE AT ONLY THE PARTICIPATING LOCATION LISTED BELOW.

PARTICIPATING Jimmy's Egg® RESTAURANT LOCATION:

STREET ADDRESS	CITY	STATE	ZIP CODE
4015 E. 42 nd Street, Building B, Suite 150	ODESSA	TX	79762

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

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

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

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

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

1. How to become a Participant in the Sweepstakes: You may become a Participant in the Sweepstakes by submitting an entry in one of the following three ways during the Entry Period: (1) register for a Jimmy’s Egg rewards account by downloading the Jimmy’s Egg App on your cellular device and complete the registration information – **make sure to select your favorite location as the Participating Location or you will not become a Participant** (*NOTE: existing members of the Jimmy’s Egg App who have already selected the Participating Location as their favorite location shall be automatically entered – once registered you will be a Participant*); (2) register for a Jimmy’s Egg rewards account at jimmysegg.com and complete the registration information – **make sure to select your favorite location as the Participating Location or you will not become a Participant**; (3) handwrite your complete name and mailing address and email address (providing an email address is optional) on a postcard (no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches), and mail the completed postcard in a sealed envelope via first-class mail to: JE Odessa Ops LLC, Attn: BREAKFAST FOR A YEAR GIVEAWAY SWEEPSTAKES, 14504 Bogert Pkwy, Oklahoma City, OK 73134. Mailed entries become effective/entered upon receipt of the Sponsor; provided, however, all such entries must be received within the Entry Period.

The Participants' entries will be entered into a Drawing, whereby one (1) Winner will be randomly selected for the Grand Prize.

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

- 2. Drawing Schedule:** The Drawing for the Grand Prize will be conducted by a Sponsor representative on February 19, 2024.

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

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

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

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

she has not fully complied with these Official Rules. The Grand Prize and the 250 Jimmy's Egg Rewards Points are not exchangeable for cash, merchandise, or services, except as required by law. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Sweepstakes through means not permitted by these Official Rules is subject to disqualification. Sponsor has the right, in its sole discretion, to void any entry that appears to have been made by a person not meeting the eligibility requirements or any other conditions or requirements set forth herein. Participants agree to comply with these Official Rules and the decisions of the Sponsor, which are final and binding.

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

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

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

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

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

10. Notification to Winner & Collecting the Grand Prize: Winner will be notified that he or she has won the Grand Prize at the telephone number provided, e-mail address written on the postcard (for mail-in entries), e-mail address provided at registration (for rewards members), by Facebook post or direct Facebook message, or mailing address. If the Grand Prize notification is

returned as undeliverable, the Winner rejects the Grand Prize, such Grand Prize has not be claimed/acknowledged in writing by the Winner within 48 hours of receipt of notice, or in the event of noncompliance with these Official Rules and requirements, such Grand Prize will be forfeited and an alternate Winner will be selected from all remaining eligible entries. Upon Grand Prize forfeiture, no compensation will be given. The Grand Prize shall be uploaded to the Winner's rewards app.

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

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

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

Drawing: The random drawing held to determine the Winner of the Grand Prize. The Drawing shall occur on February 19, 2024.

Entry Period: Subject to modification by Sponsor, the period beginning on January 29, 2024 and ending on or about 11:59 p.m. CST on February 18, 2024.

Sweepstakes: BREAKFAST FOR A YEAR GIVEAWAY SWEEPSTAKES

Grand Prize: The item described as Grand Prize on page 1 of these Official Rules

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

Sponsor: The Participating Location

Winner: The one (1) Participant who will receive the Grand Prize