

BREAKFAST FOR A YEAR GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

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

**GRAND PRIZE: FIFTY-TWO (52) COUPONS, EACH FOR A FREE MEAL UP TO \$12.00 USD
IN VALUE, REDEEMABLE AT ANY OF THE JIMMY'S EGG® RESTAURANT LOCATIONS
PARTICIPATING IN THIS GIVEAWAY.***

***LIMIT OF ONE (1) COUPON PER TABLE, PER DAY. EACH COUPON: I.) MAY BE USED ONLY ONCE AND MUST BE SURRENDERED UPON USE; II.) IS NOT VALID WITH ANY OTHER SPECIAL OFFER, DISCOUNT, OR COUPON; III.) DOES NOT INCLUDE CASH OR TIP IV.) MAY NOT BE REDEEMED FORCASH; AND V.) MAY NOT BE REPRODUCED.**

Two (2) **Jimmy's Egg®** RESTAURANT LOCATION IS PARTICIPATING IN THIS GIVEAWAY (PARTICIPATING LOCATION LISTED BELOW).

PARTICIPATING RESTAURANT LOCATIONS:
5 CLIFTON COUNTRY ROAD, CLIFTON PARK, NY 12065
1800 WESTERN AVENUE, ALBANY, NY 12203

*****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.

2. Eligibility: Only United States residents who are 18 years of age or older, and the age of majority in their states of residence if the age of majority is greater than 18, as of the first day of the Entry Period are eligible to participate in the Giveaway. 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 Giveaway, are not eligible to participate in the Giveaway.

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

- 1. How to become a Participant in the Giveaway:** You may become a Participant in the Giveaway by submitting an entry in one of two ways: (1) visit the participating Restaurant locations and comply with the entry instructions provided at the Restaurant before the expiration of the Entry Period or (2) handwrite your complete name, mailing address, phone number, e-mail address (if available), birthdate, and address of the Restaurant location you are submitting your entry for on a postcard (no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches) and mail the completed postcard in a sealed envelope via first-class mail to: Jimmy's Egg, 5 Clifton Country Road, Clifton Park, NY 12065 OR 1800 Western Avenue, Albany, NY 12203 Attn: Breakfast for a Year Giveaway. All mailed entries **MUST BE RECEIVED** at the previously listed address before the expiration of the Entry Period.

The Participants' entries will be entered into a Drawing, whereby one (1) lucky Winner will be randomly selected for each of the two (2) participating Restaurant locations.

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:** One Drawing will be conducted by a Sponsor representative for each participating Restaurant on Monday, September 27, 2021, on or around 3:00 p.m. Local Time. The actual time of each Drawing may be modified at any time in the sole discretion of the Sponsor. **ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received for each of Drawing.

Limit of one (1) entry per individual, per day, per Restaurant, during the Entry Period. Submission of multiple entries by or on behalf of the same individual in the same day will 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 Giveaway and acceptance of the Grand Prize constitutes express permission by each 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 Giveaway. Each Grand Prize Winner, by participating in the Giveaway 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 Giveaway, and Sponsor shall not assume responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Giveaway. 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 Giveaway, 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 Giveaway 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 Giveaway, or the Giveaway is otherwise not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway. An individual cannot be a Winner or a Participant if he or she has not fully complied with these Official Rules. The Grand Prize is not exchangeable for cash, merchandise, or services except as stated on the Grand Prize. 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 Giveaway 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 above. 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 Giveaway, 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 Giveaway 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 Giveaway or any Giveaway-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 Giveaway, 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 Giveaway, 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 Giveaway. By participating in the Giveaway, 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 Giveaway, 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 Giveaway are available at the Restaurant, upon request, and are also available at www.jimmysegg.com.

10. Notification to Winner & Collecting the Grand Prize: Each Winner will be notified that they have won the Grand Prize at the phone number, e-mail address (if provided), or mailing address that they provided on their entry. If the Grand Prize notification is returned as undeliverable, a Winner rejects the Grand Prize, 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 prize forfeiture, no compensation will be given. The Grand Prize may be picked up by each Winner at the Restaurant her or she won the Grand Prize for, with proof of identification, or may be mailed to the address listed on the Winner's entry via UPS courier services or United States Postal Service.

11. Miscellaneous: Each 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. The Giveaway shall be void where restricted or otherwise prohibited by applicable law.

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

Drawing: The random drawing held to determine one (1) Winner for each participating Restaurant location.

Entry Period: Subject to modification by Sponsor, the period beginning at 6:00 a.m. Local Time on Tuesday, September 7, 2021, and ending on or about 2:00 p.m. Local Time on Sunday, September, 26, 2021.

Giveaway: The Breakfast for a Year Giveaway

Grand Prize: Fifty-two (52) coupons, each for a free meal up to \$12.00 USD in value, redeemable at the **Jimmy's Egg**® Restaurant locations participating in this Giveaway.*

*Limit of one (1) coupon per table, per day. Each coupon: i.) may be used only once and must be surrendered upon use; ii.) is not valid with any other special offer, discount, or coupon; iii.) does not include cash or tip iv.) may not be redeemed for cash; and v.) may not be reproduced.

Local Time: The local time at the Restaurant

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

Restaurant: The participating **Jimmy's Egg**® restaurant locations are:

5 CLIFTON COUNTRY ROAD, CLIFTON PARK, NY 12065
1800 WESTERN AVENUE, ALBANY, NY 12203

Sponsor: Jimmy's Egg Development & Investment LLC, its affiliates, and the participating Restaurant locations

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