

PANERA BAGUETTE RING SWEEPSTAKES

OFFICIAL RULES (“Official Rules”)

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.
ENTER FOR A CHANCE TO WIN. VOID WHERE PROHIBITED BY LAW.**

TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST LIVE IN AN AREA SERVICED BY UPS (“FULFILLMENT PARTNER”) IN THE UNITED STATES OF AMERICA WHICH FULFILLMENT PARTNER LOCATIONS CAN BE FOUND AT [HTTPS://WWW.BAGUETTE.FOOJI.COM/#DELIVERY-ZONES](https://www.baguette.fooji.com/#delivery-zones) AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR, ADMINISTRATOR, AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1) Sweepstakes Entry Period: The Panera Baguette Ring Sweepstakes (the “Sweepstakes”) begins at approximately 7:00 a.m. ET on February 14, 2022 and ends at 11:59 p.m. ET on February 18, 2022 (the “Sweepstakes Entry Period”). At approximately 7:00 a.m. ET on February 14, 2022, the beginning of the Sweepstakes Entry Period, Sponsor will post a call to action from the @PaneraBread Twitter handle and the @PaneraBread Instagram handle (the “CTA Post(s)”). As soon as the CTA Post(s) is issued, eligible entrants may participate in the Sweepstakes as provided herein.

2) Eligibility: To be eligible to receive a Prize, entrants must, at the time of entry, meet all of the following requirements: (a) be legal residents of the fifty (50) United States or the District of Columbia who live in an area serviced by Fulfillment Partner at one of the locations identified in the link above; (b) be eighteen (18) years of age or older and the age of majority in the entrant’s jurisdiction as of the date and time of participation; and (c) be registered users of Twitter or Instagram (each, a “Participant(s)”). Employees, officers, directors, franchisees and agents of Panera, LLC (“Sponsor”), Fooji, Inc. (“Fooji” or “Administrator”), Fulfillment Partner, any other company involved in the presentation, administration, or fulfillment of the Sweepstakes or any other fulfilling merchant selected in Sponsor’s sole discretion and their respective subsidiaries,

affiliated companies, and divisions (collectively, the “Sweepstakes Entities”) and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Sweepstakes. Void outside the Territory and in Puerto Rico and where prohibited or restricted by law. **PLEASE NOTE:** In order to be eligible to receive the One (1) Year Subscription to Panera Bread’s Unlimited Sip Club portion of the prize, Participants must be, or must sign up to be, a MyPanera member.

3) Sponsor and Administrator: The Sponsor of the Sweepstakes is Panera, LLC, located at 3630 So. Geyer Road, St. Louis, MO 63127. The Administrator of the Sweepstakes is Fooji, Inc. located at 257 E. Short Street, Suite 200, Lexington, KY 40507.

4) How To Participate in the Sweepstakes: There are two ways to participate in the Sweepstakes:

- i. After the CTA Post(s) is made, during the Sweepstakes Entry Period, to participate, send a tweet on the Twitter platform or create a post on the Instagram platform with the hashtags #PaneraDate and #Sweepstakes (“Required Hashtags”) along with a photograph of your Panera Date. For purposes of this Sweepstakes, a “Panera Date” is a photograph of you enjoying your favorite Panera Bread café or Panera Bread At-Home products (anywhere!) – you can be alone, with a friend, with a significant other, etc. When you tweet or post with both required hashtags and a photograph during the Sweepstakes Period, you will automatically be entered into the sweepstakes.
- ii. After the CTA Post(s) is made, during the Sweepstakes Entry Period, to participate, go to the registration form at <https://panerabaguettering.com/> and follow the prompts to submit the requested entry information, including your name, email address, and address.

YOU MAY ONLY ENTER ONE (1) TIME, IN TOTAL, DURING THE SWEEPSTAKES ENTRY PERIOD. A maximum of one (1) Prize may be awarded per person, per Twitter account, per Instagram account, and per physical address in connection with the Sweepstakes. Purported entries that are incorrect or incomplete, received outside the Sweepstakes Entry Period, or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor and/or Administrator wishes to associate itself/themselves (as further detailed below), and all as determined by Sponsor and/or Administrator in its/their sole discretion) will be void and disqualified. In addition to meeting the aforementioned eligibility requirements in Section 2, in order to be considered a valid entry, the entry, including the photograph (if applicable), must not:

- Contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Disparage Sponsor, Administrator, or any other person or party affiliated with the Sweepstakes;
- Contain brand names or trademarks;
- Contain copyrighted material not created by Participant;
- Contain material that is indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous (including, without limitation, depictions of nudity, sexual activity, offensive images or language, or other lewd behavior or activities);
- Contain material inappropriate for the Sweepstakes (including, without limitation, depictions of gang signs/symbols, weapons, violence, threats of violence, alcohol, drugs, or other such inappropriate behavior or activities);
- Contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Suggest the use of alcohol, whether in moderation or not;
- Include license plate numbers, phone numbers, personal addresses (physical or e-mail), or other information that could be personally identifiable of any person (whether that person is the Participant or not); and
- Contain material that is unlawful, in violation of or contrary to the laws or regulations in any country (or subpart thereof) where image is created.

BY SUBMITTING AN ENTRY, PARTICIPANT WARRANTS AND REPRESENTS THAT: (a) PARTICIPANT OWNS ALL RIGHTS TO THE ENTRY THAT PARTICIPANT IS SUBMITTING; (b) PARTICIPANT IS THE INDIVIDUAL PICTURED OR INCLUDED IN THE ENTRY, OR, ALTERNATIVELY, THAT PARTICIPANT HAS OBTAINED PERMISSION FROM EACH PERSON WHO APPEARS IN THE ENTRY TO GRANT THE RIGHTS TO THE SWEEPSTAKES ENTITIES DESCRIBED HEREIN, AND CAN MAKE WRITTEN COPIES OF SUCH PERMISSIONS AVAILABLE TO THE SWEEPSTAKES ENTITIES UPON REQUEST; (c) THE ENTRY IS ORIGINAL TO THE PARTICIPANT AND HAS BEEN LEGALLY OBTAINED AND CREATED; (d) THE ENTRY DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY, OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY; AND (e) THE ENTRY DOES NOT VIOLATE APPLICABLE LAWS OR REGULATIONS. PARTICIPANT WILL INDEMNIFY THE SWEEPSTAKES ENTITIES AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE COUNSEL FEES AND LEGAL EXPENSES) ARISING OUT OF ANY BREACH OF THESE TERMS.

Sponsor and/or Administrator are not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported entry. Due to the way Twitter

and Instagram operate their services, Administrator may not be able to receive or send communications, or otherwise detect participation from or interact with potential Participants who have Twitter or Instagram account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive a Prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each entry must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified.

This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Twitter (Twitter, Inc.) or Instagram (Meta Platforms, Inc.)

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions.

5) Prizes: There are twenty-two (22) prize packages available in this Sweepstakes (as further outlined in the chart below) (each a "Prize"). All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the winners. No more than the stated number of Prizes may be awarded. Prizes are non-transferable and may not be substituted or redeemed for cash by winners. Sponsor reserves the right to substitute any Prize for one of comparable or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. Actual retail value of the Prizes may vary, including variations based on the Participants' location. Total ARV of each Prize: \$2,202.88. **Total ARV of all Prizes available in this Sweepstakes: \$48,463.36.**

Prize Components	ARV of Portion of Prize	Number of Prizes Available in The United States
		22

<p>One (1) Baguette Cut Lab-Grown Diamond Ring*</p>	<p>\$2,095.00</p>	<p>22</p>
<p>One (1) Year Subscription to Panera Bread’s Unlimited Sip Club**</p> <p>PLEASE NOTE: In order to be eligible to receive the One (1) Year Subscription to Panera Bread’s Unlimited Sip Club portion of the prize, Participants must be, or must sign up to be, a MyPanera member.</p>	<p>\$107.88</p>	<p>22</p>
<p style="text-align: right;">Total Prize Value: \$48,463.36</p> <p>*0.42ct 6x3mm lab grown white baguette diamond prong-set east-west in a 14ky gold mounting with half-accented band featuring 0.20tctw lab grown round diamonds. 0.62tctw. Band size 7. Winner will be fully responsible for sizing of the ring.</p> <p>**Winner must redeem Unlimited Sip Club Subscription within thirty (30) days following receipt of offer code from Sponsor or Administrator, but, in no event, later than April 1, 2022. Unlimited Sip Club Subscription (formerly known as the MyPanera+ Coffee Subscription) (“Sip Club Subscription”), is available in participating U.S. Panera Bread bakery-cafes. Must be a MyPanera member and at least eighteen (18) years of age or older to register. Registration available online only including Kiosk. You may cancel at any time. If you do not cancel either before your renewal date or after the expiration of any free trial or discounted offer, your credit card will automatically be charged \$8.99 plus tax for the monthly subscription and will be charged on a recurring monthly basis every thirty (30) days thereafter until you cancel your subscription. To cancel your subscription online, visit the Cancellation section at www.panerabread.com/UnlimitedSipClub or on the Panera Bread app. The Coffee Subscription limited to hot coffee, hot tea, and iced coffee once every two (2) hours plus unlimited refills. Excludes all other beverages, including without limitation, cold brew iced coffee and espresso and cappuccino beverages. Customizations including but not limited to added Espresso and added Syrups (Vanilla and Caramel) are not included in the Unlimited Sip Club Subscription monthly price. Upcharges apply. Other additions such as Milk, Skim Milk, Almond Milk, Half & Half, Sweeteners are included in the monthly subscription price. Excludes orders placed on third party delivery sites and catering orders. One (1) subscription per person. Visit here for complete Terms and Conditions. No cash back unless required by law. Not valid with any other coupon or offer. Offer may expire without notice due to error, fraud or other unforeseen circumstances. Cannot be combined with other promotions.</p>		

6) Winner Selection: Odds of winning a Prize in this Sweepstakes depends on the number of eligible entries received during the Sweepstakes Entry Period. Administrator will be the official time keeping device for the Sweepstakes and all decisions by Administrator regarding the timing of entries and the order in which they are received will be final and binding. Subject to compliance with these Official Rules, on or about February 20, 2022, Administrator will select twenty-two (22) potential Prize winners in a random drawing from all eligible entries received during the Sweepstakes Entry Period. If you are chosen as a potential winner you will receive a winning notification from Administrator via DM on Twitter to the Twitter account used or via DM

on Instagram to the Instagram account used to participate indicating that you are a potential prize winner. Participants selected as winners are limited to one (1) Prize per person, per physical address during the Sweepstakes Entry Period. Prize delivery will be arranged through email correspondence sent to the potential winner's email address that the potential winner used to enter the Sweepstakes. Local merchants that participate in the Fulfillment Partner network may provide fulfillment and delivery of the Prize(s). Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. AS SET FORTH ABOVE, YOU MUST MEET ALL OF THE ELIGIBILITY REQUIREMENTS, INCLUDING RESIDING IN A LOCATION SERVICED BY FULFILLMENT PARTNER, IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES AND WIN A PRIZE.

Prize(s) will be awarded and delivered only to addresses within the United States that are serviced by a Fulfillment Partner. Verified Prize winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s) and will receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor and/or Administrator with a valid social security number if requested for tax reporting purposes. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the winners. Sponsor and/or Administrator are not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor and/or Administrator's control. If the fulfilling merchant cancels the order(s) for reasons out of Sponsor and/or Administrator's control, the Prize will not be delivered and no additional compensation will be provided. Potential winners are subject to verification and will be required to sign and return (or fill out electronically) to Sponsor and/or Administrator for their receipt within three (3) business days an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release for receipt by Sponsor and Administrator by the due date indicated in the notification message. If any required documents are not timely received by Sponsor and/or Administrator, as applicable, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited.

7) Publicity: Without limiting the generality of these Official Rules, participation in the Sweepstakes constitutes permission for Sponsor, Administrator, and its/their designees, to use the Participant's (and any individual that appears in the entry) name, photograph, likeness, voice, image, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade, on or in connection with the Prize, and/or any republication of the Prize, in any and all media now known or otherwise developed without further compensation or review, including, without limitation, to publicize the names and likeness of Prize winners, as detailed in Section 13, unless prohibited by law. By clicking "Enter Now," Participants authorize Administrator and/or their Fulfillment Partners to send an email notifying Participants of their selection as a potential winner and, provided the potential winner meets all of the eligibility requirements, for delivery details of their Prize.

9) General Rules / Limitations of Liability: By participating in the Sweepstakes, Participants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator which shall be final in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor, Administrator, and the other Sweepstakes Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Twitter or Instagram platforms or any combination thereof, or; (e) any injury or damage to Participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. The Sponsor, Administrator, and other Sweepstakes Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor and/or Administrator reserve the right at its/their sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Sweepstakes; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Twitter accounts, Instagram accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor and/or Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitter or Instagram platforms that are not acceptable to Sponsor and/or Administrator, or any other causes beyond the control of the Sponsor and/or Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor and/or Administrator reserves the right in its/their sole discretion to cancel, modify, suspend or terminate the Sweepstakes in whole or in part. In the event Administrator experiences a technical failure during admission of the Sweepstakes that causes the Sweepstakes to be suspended, Administrator shall select a winner(s) by random drawing from all valid entries received up to the point of the technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR,**

ADMINISTRATOR, AND OTHER SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE- RELATED OR SWEEPSTAKES-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY CTA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE SWEEPSTAKES. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR, ADMINISTRATOR, AND THE OTHER SWEEPSTAKES ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Sweepstakes Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Sweepstakes Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Sweepstakes Entity (as determined by Administrator in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE SWEEPSTAKES ENTITIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

10) Privacy Policy: By entering the Sweepstakes, Participants agree that any personal information submitted by Participants may be used and shared by Administrator subject to Fooji’s privacy policy posted at <https://www.fooji.com/privacy/> and Sponsor subject to Sponsor’s privacy policy <https://www.panerabread.com/en-us/company-information/privacy-policy.html>

11) Governing Law / Disputes/ Arbitration: Except where prohibited by law, as a condition of participating in this Sweepstakes, each Participant agrees that (a) any and all disputes and causes of action arising out of or connected with these Sweepstakes, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Participant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor and/or Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12) Severability: If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

13) Winners List: For a winners’ list, no later than sixty (60) days after the close of the Sweepstakes, send an email request with the name of the Sweepstakes to hello@fooji.com or

mail your request together with a self-addressed stamped envelope to Panera Baguette Ring Sweepstakes Winner's List Administrator at the address noted in Section 3 above.

14) Questions? If you have any questions, you may contact us at help@fooji.com.