

OFFICIAL RULES
AUNTIE ANNE'S PRETZEL DAY 2020 SWEEPSTAKES
STATE OF NEW YORK

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

PROMOTION DESCRIPTION: The Auntie Anne's Pretzel Day 2020 Sweepstakes-State of New York (the "**Sweepstakes**") begins on or about April 24, 2020 at 8:00 a.m. Eastern Time ("**ET**") and ends on April 26, 2020 at 11:59 p.m. ET (the "**Sweepstakes Period**"). At the end of the Sweepstakes Period, a random drawing will be conducted to select up to five hundred winners (500) winners of a prize from among all eligible entries received, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant ("**Entrant**") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Auntie Anne's Franchisor SPV LLC, 5620 Glenridge Drive NE, Atlanta, GA 30342 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: The Sweepstakes is open to legal residents of the State of New York only, who are thirteen (13) years of age or older at the time of entry into the Sweepstakes. Children must get their parent or legal guardian's permission to enter. Officers, directors and employees of Sponsor, individual Auntie Anne's restaurants and Auntie Anne's Franchisor SPV LLC franchisees, and each of Sponsor's parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities collectively referred to herein as the "**Sweepstakes Entities**") and their respective immediate families or persons residing in the same household of such employees, are ineligible to enter the Sweepstakes or win a prize. The Sweepstakes is void where prohibited.

HOW TO ENTER: To enter, Entrants will submit an entry form ("Entry") through the Sweepstakes' designated webpage on Auntie Anne's website at <https://www.AuntieAnnes.com/nominate> (the "Website") during the Sweepstakes Period. **Limit one (1) Entry per eligible Entrant during Sweepstakes Period.** Entries must contain all information requested. All Entries must be received by the end of the Sweepstakes Period. Incomplete and/or multiple Entries will be disqualified. Entry must be made by the Entrant. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process or the use of multiple email accounts to enter the Sweepstakes is prohibited and any Entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

All Entries must be submitted in English. Any Entry that does not comply with the entry requirements, or otherwise with these Official Rules will be void, eliminated and not eligible for consideration. Sponsor reserves the right in its sole and exclusive business judgment to disqualify any Entry that it believes contains inappropriate content, that does not comply with these Official Rules.

WINNER SELECTION AND NOTIFICATION: At the end of the Sweepstakes Period, the winner(s)

will be randomly selected in a drawing from all eligible entries received throughout the Sweepstakes Period. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. The potential winners will be notified by telephone and/or mail and/or email using the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. **Time is of the essence in awarding each prize.** If, despite reasonable efforts, a potential winner does not respond within forty-eight (48) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to three (3) potential winner(s) of an applicable prize in accordance with such procedure, and if there is still no confirmed winner(s) of such applicable prize after such attempts have been made, if any, such prize may go unawarded.

PRIZES/ODDS: There are five hundred (500) prizes available (collectively the “Prizes”). Each prize consists of a code valid for a free Auntie Anne’s Original or Cinnamon Sugar Pretzel at participating Auntie Anne’s locations, all details determined by Sponsor, in its sole discretion. Terms and conditions apply. Fulfilled as a unique code provided via email and redeemed on Auntie Anne’s Pretzel Perks App. If you do not have the free Auntie Anne’s Pretzel Perks App and account, you can download and join by creating a free account at <https://www.auntieannes.com/my-pretzel-perks-app>. The Auntie Anne’s Pretzel Perks Terms and Conditions, which are available at: <https://www.auntieannes.com/terms-and-conditions>, are incorporated in these Official Rules by this reference. Code expires 6/30/2020. The approximate retail value (“ARV”) for each Prize is \$3.59. Total ARV of all prizes awarded in this Sweepstakes is \$1,795.

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

Actual odds of winning depend on the number of eligible entries received.

GENERAL PRIZE LIMITATIONS AND CONDITIONS: Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. Actual prize(s) may vary from the prize(s) pictured. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize(s) will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. If a winner is under the age of majority in such winner’s state of residence (a “minor”), at Sponsor’s option, the applicable prize will be awarded in the name of the parent or legal guardian of such minor winner.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for the Sweepstakes Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant's parent or legal guardian) agree that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be

modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION: By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Atlanta, Georgia; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Georgia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

REQUEST FOR NAMES OF PRIZE WINNER AND OFFICIAL RULES: For confirmation of winner and/or a copy of these Official Rules, send a self-addressed stamped envelope to Auntie Anne's Pretzel Day 2020 Sweepstakes-State of New York, Attn: Legal Department 5620 Glenridge Drive NE, Atlanta, GA 30342. All requests for a copy of the Official Rules and the name of Prize Winner must be made by July 30, 2020. Please note on the front left-hand corner of the outer envelope whether the request is for "Official Rules" or "Prize Winners." //End Official Rules