

MyPanera® Knead to Know Trivia

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR A RELEASE OF THE SPONSOR, ADMINISTRATOR, AND OTHER PROMOTION 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.

Overview: MyPanera® Knead to Know Trivia (the “Promotion”) consists of a sweepstakes (the “Sweepstakes”) and an instant win game (the “Instant Win Game”).

If selected as a Sweepstakes winner, you must have a MyPanera® account in order to redeem the Unlimited Sip Club annual subscription portion of the grand prize. If you do not have an existing MyPanera account, you can create one. MyPanera accounts are free, but subject to the Terms of Service (<https://www.Panerabread.com/en-us/legal/terms-of-use.html>) and Privacy Policy (<https://www.Panerabread.com/en-us/legal/your-privacy.html>). There are two (2) ways to create a MyPanera account:

- (i) **Download the Panera Bread App:** Download the Panera Bread mobile app (the “App”) to a mobile device, tap the Join MyPanera® button located at the on the main screen of the App, and follow the instructions to create a MyPanera account.
- (ii) **Online:** Visit https://www.Panerabread.com/content/Panerabread_com/en-us/MyPanera/sign-up-with-MyPanera.html and follow the instructions to create a MyPanera account.

1. Eligibility: The Promotion is open only to legal residents of the forty-eight contiguous United States and the District of Columbia (not open to legal residents of Alaska or Hawaii), who are at least eighteen (18) years old, or the age of majority in state of legal residence, whichever is older at the time of entry, and who register for the Promotion at <https://playmypanera.com>. Employees of Panera, LLC, (“Sponsor”), Merkle Inc. (“Administrator”), and their parent and affiliate companies, and suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules. Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Panera, LLC, 3630 S Geyer Rd #100, St. Louis, MO 63127. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on May 7, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on June 11, 2023 at 11:59 p.m. ET (the "Promotion Period").

The Sweepstakes consists of five (5) entry periods (each a "Sweepstakes Entry Period"), as set below.

Sweepstakes Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Sweepstakes Draw Date/Winner Notification Date
1	May 7, 2023	May 14, 2023	May 15, 2023
2	May 15, 2023	May 21, 2023	May 22, 2023
3	May 22, 2023	May 28, 2023	May 29, 2023
4	May 29, 2023	June 4, 2023	June 5, 2023
5	June 5, 2023	June 11, 2023	June 12, 2023

Administrator's computer is the official time-keeping device for the Promotion.

4. How to Enter/Play the Instant Win Game and the Sweepstakes: During the Promotion Period, visit <https://www.playmypanera.com/>. You automatically will receive one (1) Sweepstakes entry upon registration for the applicable Sweepstakes Entry Period drawing.

Instant Win Game: After registering or logging in, you will be presented with five (5) multiple choice trivia questions ("Trivia Game"). You must answer all five (5) Trivia Game questions correctly; however, you will have multiple attempts to answer all five (5) Trivia Game questions correctly. Once all five (5) Trivia Game questions are answered correctly, you will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed; Instant Win Game discounts will be fulfilled via the provided email address approximately twenty-four (24) to forty-eight (48) hours after the applicable win, but no later than eight (8)-ten (10) weeks after the conclusion of the Promotion. Potential winners of the Instant Win Game will be provided directions for validation. Instant Win Game discounts may only be redeemed thru the Panera Bread mobile app. All potential winners are subject to verification before any discount will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address associated with his/her/their registration. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor and Administrator are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations or plays/entries, which will be disqualified. In the event of a dispute as to any registration or play/entry, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the

authorized account holder.

Sweepstakes:

- **Participate in the Trivia Game:** After you enter the Promotion, and if you participate in the Trivia Game, you will receive one (1) bonus Sweepstakes entry, for answering all five (5) Trivia Game questions correctly for the applicable Sweepstakes Entry Period drawing.

Limit: Up to one (1) bonus Sweepstakes entry, per email address/person, per day via this method during the Promotion Period.

- **“Lose” the Instant Win Game:** After you enter the Promotion, and if you play the Instant Win Game and receive a “lose” message, meaning you are not a potential winner of an Instant Win Game Prize, you will receive five (5) bonus Sweepstakes entries for the applicable Sweepstakes Entry Period drawing.

Limit: Up to five (5) bonus Sweepstakes entries, per email address/person, per day via this method during the Promotion Period.

- **Facebook Referral:** After you enter the Promotion, follow the links and instructions to share a message about the Sweepstakes on your Facebook wall. The post will contain a unique link to the Sweepstakes. If a friend subsequently enters the Promotion through the unique link, you will receive three (3) bonus Sweepstakes entries for the applicable Sweepstakes Entry Period drawing.

Limit: Up to fifteen (15) bonus Sweepstakes entries, per email address/person, via this method during the Promotion Period.

- **Twitter Share:** After you enter the Promotion, follow the links and instructions to share a message about the Sweepstakes on Twitter. By doing so, you automatically will receive three (3) bonus Sweepstakes entries for the applicable Sweepstakes Entry Period drawing.

Limit: Up to fifteen (15) bonus Sweepstakes entries, per email address/person, via this method during the Promotion Period.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select each potential Sweepstakes winner from all eligible entries received during the applicable Sweepstakes Entry Period, on or about the dates listed above in Section 3. *Non-winning Sweepstakes entries will not carry forward into any subsequent Sweepstakes Entry Period drawings.* Instant Win Game: Two hundred-fifty thousand (250,000) random, computer-generated winning times, one for each discount listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the discount indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE/DISCOUNT, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize/discount is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email or phone. Each potential Sweepstakes Grand Prize winner (will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release (“Declaration”) which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize/discount cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize/discount is returned as undeliverable, potential winner forfeits the prize/discount. In the event that a potential Sweepstakes Grand Prize winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed Instant Win Game discounts will not be awarded.

8. Prizes:

Sweepstakes Prizes: FIVE (5) GRAND PRIZES (one (1) awarded per Sweepstakes Entry Period): Each grand prize winner will receive one (1) \$250 merchandise credit to The Panera Shop to be fulfilled as a digital code; \$500 in physical Panera® Gift Cards (awarded in three (3) Gift Cards totaling \$500), to be fulfilled in one (1) package bundle and “Unlimited Sip Club Membership for A Year” fulfilled as a digital code for one year free of the Unlimited Sip Club annual subscription plan, which must be redeemed within 90 days of receipt of the digital code. Approximate Retail Value (“ARV”) of each prize: \$870.

Odds of winning a Sweepstakes Grand Prize depend on the number of eligible entries received for the applicable Sweepstakes Entry Period.

Instant Win Game DISCOUNTS: APP REQUIRED TO REDEEM ALL INSTANT WIN DISCOUNTS:

Quantity	Description	ARV per Discount
100,000	<p>\$2 off One (1) Whole Salad or One (1) Whole Sandwich.</p> <p>Purchase required. Offer valid for \$2 off one (1) whole salad or one (1) whole sandwich, redeemable through 6/30/23. One time redemption only. Must redeem thru the Panera mobile app. Offer valid at participating U.S. bakery-cafes only. Not valid with catering orders or on orders placed on third party delivery sites. Not valid with any other coupon or offer. Offer may expire without notice due to error, fraud or other unforeseen circumstances. While supplies last. Other</p>	There is no ARV associated with this discount

	restrictions may apply	
75,000	<p>\$3 off a You Pick 2® order.</p> <p>Purchase required. Offer valid for \$3 off one (1) You Pick Two® order, redeemable through 6/30/23. One time redemption only. Maximum value is \$3. Must redeem thru the Panera mobile app. Offer valid at participating U.S. bakery-cafes only. Not valid with catering orders or on orders placed on third party delivery sites. Not valid with any other coupon or offer. Offer may expire without notice due to error, fraud or other unforeseen circumstances. While supplies last. Other restrictions may apply.</p>	There is no ARV associated with this discount
75,000	<p>20% off Your Order (up to \$5).</p> <p>Purchase required. Offer valid for up to 20% off one (1) order redeemable through 6/30/23. One time redemption only. Maximum discount of \$5.00. Must redeem thru the Panera mobile app. Offer valid at participating U.S. bakery-cafes only. Not valid with orders placed on third party delivery sites. Not valid with any other coupon or offer. Offer may expire without notice due to error, fraud or other unforeseen circumstances. While supplies last.</p>	There is no ARV associated with this discount

Odds of winning an Instant Win Game discount depend on the number of Instant Win discounts available divided by the number of eligible Instant Win Game plays.

For Unlimited Sip Club Prize: New annual plan subscribers only. In order to redeem one free year of the Unlimited Sip Club annual subscription, winners will need to become a MyPanera member, if they are not already, and then register to become an Unlimited Sip Club annual subscriber, which requires using the digital code provided and providing a stored method of payment (credit card). Must redeem annual subscription within 90 days of receipt of the digital code. **UNLIMITED SIP CLUB TERMS:** The Unlimited Sip Club subscription is available for

registration and redemption in participating U.S. Panera Bread bakery-cafes. Must be a MyPanera member and at least 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 subscription offer, your credit card will automatically be charged \$119.99 plus tax for the annual subscription until you cancel your subscription. To cancel your subscription online, visit the Cancellation section at <https://www.panerabread.com/en-us/mypanera/subscription/terms-and-conditions.html> or on the Panera Bread app. The subscription entitles eligible subscribers to the following subscription benefits: one drip hot coffee, iced coffee, hot tea, fountain soda beverages, bubbler drinks (regular, sweet, and Passion Papaya green iced teas, and Agave Lemonade), and Charged Lemonade beverages (Fuji Apple Cranberry, Mango Citrus Yuzu, and Strawberry Lemon Mint) once every two hours during normal bakery-cafe business hours, including unlimited refills. Beverages may vary by location. Excludes all other beverages, including, without limitation, bottled beverages, smoothies, frozen blended drinks, cold brew iced coffee, and espresso and cappuccino beverages. Customizations, including, but not limited to, added espresso and added syrups (Madagascar vanilla, bittersweet chocolate, cinnamon, and caramel) are not included in the subscription monthly price. Upcharges apply. Other additions such as milk, skim milk, almond milk, half & half, and sweeteners are included in the monthly subscription price; One subscription per person. Excludes catering orders and orders placed on third party delivery sites. Visit here for complete terms www.panerabread.com/UnlimitedSipClub.

For All Prizes/Discounts: Terms and conditions of gift cards apply. No cash equivalent, Sweepstakes prizes are non-transferable, Instant Win Game discounts are transferrable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize/discount should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize/discount receipt and/or use. Prizes/Discounts will be fulfilled approximately eight (8)-ten (10) weeks after the conclusion of the Promotion. Limit: One (1) Sweepstakes Grand Prize and one (1) Instant Win Game Discount per person.

9. Release: By receipt of any prize/discount, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize/discount.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s)/discount(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes/discounts offered herein and to award the prizes/discounts at random from among the eligible entries or plays received up to the time of the impairment.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize/discount. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes/discounts will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes/discounts as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes/discounts by a random drawing among all legitimate, un-awarded, eligible prize/discount claims.

13. Except as set forth below, entrant, Sponsor, and Administrator agree that we will resolve all existing and future disputes between us through binding and final arbitration instead of through court proceedings. Entrant and Sponsor each hereby waive any right to a jury trial of any Claim, as that term is defined below. All controversies, claims, counterclaims, or other disputes arising between entrant, Sponsor, and Administrator (each a "Claim") shall be submitted for binding arbitration in accordance with the Consumer Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. Entrant and Sponsor each agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to these Official Rules. However, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, scope or formation of these Official Rules including, but not limited to, a claim that all or any part of these Official Rules is void or voidable.

If the entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. Entrant, Sponsor, and Administrator each also have the right to bring

qualifying claims in small claims court. In addition, entrant, Sponsor, and Administrator retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided herein.

Neither entrant, Sponsor, nor Administrator may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only each entrant's, Sponsor's, and Administrator's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable law subject to any applicable limitation of liability, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court, which that party shall be permitted to pursue in the appropriate court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." Including a claim for "public injunctive relief" in any complaint shall not deprive the arbitrator of any right to hear and adjudicate all other claims in arbitration. In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant, Sponsor, and 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.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.Panerabread.com/en-us/legal/your-privacy.html>.

15. Winner List: For a winner list, click [here](#). The winner list will be posted after winner confirmation is complete.