

PAPA JOHN'S UP YOUR CELEBRATION DANCE CONTEST

OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID WHERE PROHIBITED. U.S. PROMOTION LAWS GOVERN THIS CONTEST.

- 1. ELIGIBILITY:** The Papa John's Up Your Dance Celebration Contest (the "**Contest**"), sponsored by Papa John's USA, Inc. ("**Sponsor**"), is open only to legal residents of the fifty (50) United States and the District of Columbia who as of the date of entry are eighteen (18) years of age or older. Employees of Sponsor or any of Sponsor's parent companies, subsidiaries, affiliates or advertising, promotion or Internet agencies or any of the NFL Entities (as defined below), and members of the household (whether related or not) of any such current employee, are not eligible. Void where prohibited by law. "**NFL Entities**" means The National Football League, its member Professional Football Clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries and affiliates.
- 2. HOW TO ENTER:** The entry period for the Contest begins at 9:00:00 a.m. Eastern Time (ET) on September 29, 2014 and continues through 8:59:59 a.m. ET on December 29, 2014 (the "**Entry Period**"). There are two ways to enter. Entry via Twitter: To enter via Twitter, during the Entry Period, follow @PapaJohns on Twitter and send a Tweet via your Twitter account that contains an original video showing the entrant performing a celebratory dance move (a "**Video**") and the hashtags "#UpYourDance" and "#contest" (the "**Hashtags**"). Entry via Instagram: To enter via Instagram, during the Entry Period, follow @PapaJohns on Instagram and post a Video (as defined above) to your Instagram account. You must include the Hashtags (as defined above) in the caption accompanying the Video. General Entry Terms and Conditions: The entrant must ensure that the Video remains viewable on the applicable platform throughout the remainder of the Entry Period. Each Video must be no longer than fifteen seconds (:15) in duration and must comply with the Instagram Terms of Use or Twitter Terms of Service (as applicable) and with all technical requirements of such platform. If a Video exceeds fifteen seconds (:15) in duration, only the first fifteen seconds (:15) will be judged. A theme for each Judging Period (as defined below) is set forth in Section 4 of these Official Rules. Each Video should address the theme applicable to the Judging Period during which the Video was posted. Videos must be posted by 8:59:59 a.m. ET on December 29, 2014. The entrant must be the owner of the Twitter or Instagram account (as applicable) used to post the Video. After a Video is posted, Sponsor or its agent will supply, via a comment on the entrant's Instagram posting or a Tweet to the entrant's Twitter account (as applicable), instructions regarding additional steps that must be taken for such entrant to supply to Sponsor his or her name, address and date of birth and complete the entry process. A potential entrant will not be deemed to have entered the Contest until all specified steps are completed. The potential entrant must read all comments on the Video to ensure that he or she receives Sponsor's instructions. As described below, for purposes of selecting the potential winners, the Entry Period will be divided into a series of five (5) consecutive periods (each a "**Judging Period**"). Each Video submitted in accordance with these Official Rules will be included in the judging process with respect to the Judging Period during which the Video was submitted. Each Video must comply with all of the guidelines set forth in Section 3. There is a limit of one (1) entry per person per Judging Period, for a maximum of five (5) entries per person throughout the entire Entry Period (one (1) entry per Judging Period). Entrants will not

be permitted during any single Judging Period to enter via both Twitter and Instagram. Each entrant may only use one Twitter or Instagram account (as applicable) to enter during each Judging Period. Each Video must be unique and an entrant cannot submit the same Video more than once. Proof of submission does not constitute proof of entry. Entry times will be determined using Sponsor's computer, which will be the official clock for the Contest. Normal time rates and/or data rates (as applicable), if any, charged by the entrant's internet or mobile service provider will apply. Materials submitted to Sponsor in connection with the Contest will not be returned. All entries are subject to verification at any time. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

3. VIDEO SUBMISSION GUIDELINES: All Videos must comply with the following guidelines: (a) the Video must not exhibit the entrant engaging in or otherwise promoting any unsafe, illegal, illicit, violent or dangerous behavior; (b) the Video must be original; (c) the entrant must own the copyright in the Video; (d) the Video must not previously have been published for commercial purposes or won any award; (e) the Video must not contain any material that is defamatory, threatening, indecent, violent, obscene or offensive, or that promotes a political agenda; (f) the Video must not contain any material that violates or infringes upon the rights of any third party, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Contest Entities requires a license or permission from or payment to any third party; (g) if the Video identifies or depicts any person other than the entrant, the entrant must have prior to submission obtained written consent from such person (or his or her parent or legal guardian, if the person identified or depicted is a minor) to the use by the Contest Entities of the Video including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and (h) the Video must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or for posting on Sponsor's website and/or social media channels. By submitting a Video, the entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the Video and the use of the Video as permitted pursuant to Section 6 of these Official Rules and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right in its sole discretion to disqualify and/or not to post on Sponsor's website and/or social media channels any Video that Sponsor determines does not comply with these guidelines, to make such changes to any Video as are necessary to make it compliant, or to require the entrant to do so.

4. WINNER SELECTION AND NOTIFICATION: For purposes of selecting the potential winners, the Entry Period will be divided into a series of five (5) Judging Periods, as follows:

Judging Period #	Start Date	Start Time	End Date	End Time	Theme
1	9/29/14	9:00:00 am	10/13/14	8:59:59am	End Zone Dance
2	10/13/14	9:00:00 am	10/27/14	8:59:59am	Ultimate Meats Dance
3	10/27/14	9:00:00 am	11/17/14	8:59:59am	Fritos Dance

4	11/17/14	9:00:00 am	12/8/14	8:59:59am	Team Spirit
5	12/8/14	9:00:00 am	12/29/14	8:59:59am	Rivalries

First Prize Winners: Following the conclusion of each Judging Period, two (2) potential First Prize winners will be selected by judges designated by Sponsor (the “Judges”) from among all eligible Videos received during that Judging Period, by applying the following criteria (the “First Prize Judging Criteria”), weighted as indicated: (a) creativity of the dance (40%); (b) showmanship (30%); (c) extent to which the dance shown in the Video addresses the theme for the Judging Period (20%); and (d) overall impression (10%). The date on which a Video will be deemed to have been submitted will be determined by Sponsor in its discretion by reference to the date and time of the pertinent Tweet or Instagram post (as applicable). In the event of a tie, the tie will be broken based on the tied entrants’ “overall impression” score. Non-winning entries with respect to a Judging Period will not be carried forward to subsequent Judging Periods for purposes of First Prize winner selection. **Grand Prize Winner:** Following the conclusion of the Entry Period, one (1) potential Grand Prize winner will be selected by the Judges from among all First Prize-winning Videos, by applying the following criteria (the “**Grand Prize Judging Criteria**”), weighted as indicated: (a) creativity of the dance (40%); (b) showmanship (30%); (c) enthusiasm of dance (20%); and (d) overall impression (10%). In the event of a tie, the tie will be broken based on the tied entrants’ “overall impression” score. **General Winner Selection Terms and Conditions:** The odds of winning depend on the number and quality of eligible entries received during each Judging Period. The potential winners are subject to verification. The potential winners will be notified via email and may in Sponsor’s discretion be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release within three (3) days of attempted delivery of same. If a potential winner cannot be reached or does not respond within seventy-two (72) hours of the initial notification attempt, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required documentation within three (3) days of attempted delivery of same, or if a potential winner does not otherwise comply with these Official Rules and/or cannot accept the applicable prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor’s discretion, be selected for the applicable prize from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).

- PRIZES:** **First Prizes:** Ten (10) First Prizes will be offered (two (2) for each Judging Period). Each First Prize consists of an assortment of football-themed merchandise and/or Papa John’s gift cards, as determined by Sponsor. The approximate retail value (“**ARV**”) of each First Prize is \$150. **Grand Prize:** One (1) Grand Prize will be offered. The Grand Prize is a five (5) day, four (4) night trip for the winner and one (1) guest to visit attend the Super Bowl® game currently scheduled to take place at the University of Phoenix Stadium in Glendale, Arizona on February 1, 2015. The trip will consist of round-trip transportation for the winner and one (1) guest between a departure city designated by Sponsor (as close as is reasonably possible to the city or town in which the winner resides, as determined by Sponsor in its discretion) and an airport in the Phoenix, Arizona metropolitan area (as determined by Sponsor in its discretion); a four (4) night consecutive night stay for the winner and one (1) guest at a hotel determined by Sponsor (one (1) standard room, double occupancy; room rate and taxes only; size and type of room determined by Sponsor); tickets for the winner and guest to attend the Super Bowl® game and tickets for the winner and guest to attend the NFL Honors show.

The winner's guest must be of legal age of majority in the jurisdiction in which the guest resides, unless the winner is a parent or legal guardian of the minor guest. The ARV of the Grand Prize is \$13,000.00. The exact value will depend on where the winner resides, the specific prize options selected by the winner and market conditions at the time of prize fulfillment. Seat locations and the specific trip dates and itinerary will be determined by Sponsor in its discretion. Travel and accommodation restrictions (including blackout dates) and other additional restrictions may apply. If the winner is not available for the trip on the dates specified by Sponsor, the prize will be forfeited and an alternate winner selected. The winner and his or her guest must travel together on same itinerary and are responsible for obtaining all required travel documents. The winner and guest will be bound by and must comply with all terms and conditions relating to the use of any ticket to any National Football League game or other event. National Football League game and event dates and times are determined in the sole discretion of the National Football League as applicable, and may be subject to change. The Released Parties (as defined below) reserve the right to remove from any National Football League game or event or deny attendance to any winner and/or guest who engages in non-sportsmanlike, disruptive or inappropriate behavior or with intent to annoy, abuse, threaten or harass any other person at any game or event. If unused, passes and tickets cannot be returned, refunded or exchanged for cash value or substitute passes and/or tickets. The terms and conditions of the tickets or passes awarded as part of the prize may govern in the event a game or event does not take place or is terminated or postponed due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. The winner and guest will be bound by and must comply with all applicable league, team and venue regulations in connection with attendance at any National Football League game. Failure to do so may result in forfeiture of such portion of the prize and removal from event. General Prize Terms and Conditions: All prize details will be determined by Sponsor in its discretion. The total ARV of all prizes is \$14,500. The prizes will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive a prize is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize (or a component thereof) with a prize or prizes of equal or greater value. Prizes consist only of those items expressly specified in these Official Rules as being part of the prize. All expenses or costs associated with the acceptance or use of the prize (including, with respect to the Grand Prize, meals, additional travel and souvenirs) are the responsibility of the winner. All federal, state, local taxes on prize value, if applicable, are the responsibility of the winner. An IRS form 1099 will be issued in the prize recipient's name if required by law. Prizes are awarded "as is" and without any warranty, except as required by law. Use of gift cards is subject to the issuer's terms and conditions.

- 6. GRANT OF RIGHTS:** By entering the Contest, each entrant grants permission to Sponsor and each of its parent companies, affiliates, subsidiaries and successors, and each of their agents and licensees (all of the foregoing, the "**Contest Entities**") to use the entrant's name, biographical information and likeness for purposes of advertising, trade and other commercial purposes and for any other purpose, worldwide, in all media and formats whether now or later known or developed, without further notice or compensation, unless prohibited by law. In addition, by entering the Contest and submitting a Video, each entrant grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the content of the entrant's Tweet or Instagram posting (as applicable) and his/her Video, in whole or in part, for advertising or promoting the Contest or for any other purpose (including, without limitation, posting the Video on Sponsor's website and social media channels), worldwide, in all media and formats whether now or later known or developed, without

further notice or compensation, and waives all moral rights in and to his/her Video in favor of Sponsor.

- 7. RELEASE AND LIMITATION OF LIABILITY:** By entering, each entrant releases and agrees to hold each of the Contest Entities, each of the NFL Entities, all other companies involved in the development or operation of the Contest and the directors, officers, employees and assigns of all of the foregoing (all of them, the “**Released Parties**”), harmless from and against any and all claims and liability arising out of the entrant’s participation in the Contest, the taking of any Video, the operation of the Contest, the acceptance or use of a prize or the use of the entrant’s name, biographical information, likeness and/or Video, including without limitation any and all claims and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person or (b) based upon any allegation of violation of the right of privacy or right of publicity, copyright infringement, misappropriation or violation of any other personal or proprietary right. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded.
- 8. GENERAL RULES:** Sponsor reserves the right to modify these Official Rules or to modify, suspend or terminate the Contest at any time in its discretion, including without limitation in the event of any changes to the terms applicable to the use of Twitter or Instagram. Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Video with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason. The Released Parties are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of Videos, entries or entry information, or any other human, mechanical or technical errors of any kind relating to the submission, collection, storage or processing of Videos or entries or the administration of the Contest. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who, in Sponsor’s discretion, Sponsor determines or believes (i) has tampered with the entry process, or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bugs, technical problem, entrant fraud or misconduct, or other cause beyond the control of the Sponsor corrupt the administration,

integrity, security or proper operation of the Contest or if for any other reason Sponsor is not able to conduct the Contest as planned (including without limitation in the event the operation of the Contest is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state, provincial/territorial or local law, order or regulation or court order). In the event of termination of the Contest, a notice will be posted and winners selected in accordance with the procedures set forth in these Official Rules from among all eligible entries received prior to the time of termination to award any remaining prize. Each entrant must comply with all terms and conditions applicable to the use of Twitter and/or Instagram, as applicable. All federal, state, provincial/territorial and local laws and regulations apply. All entry materials become the property of Sponsor and will not be verified or returned. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of Sponsor and the judges, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

- 9. DISPUTES:** By entering the Contest, each entrant agrees that, to the maximum extent permitted by applicable law, (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to you if you live in such a jurisdiction.); and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Contest, 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of New York, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Contest. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail. All entries are subject to verification at any time.
- 10. USE OF INFORMATION:** Sponsor and/or its agents or contractors will collect personal information regarding Contest entrants, which will be subject to Sponsor's privacy policy available at <http://www.papajohns.com/policy.shtm>. By entering the Contest, each entrant agrees that information submitted in connection therewith may be used as permitted pursuant to such Privacy Policy, and otherwise in connection with the administration of the Contest.
- 11. WINNER'S NAMES AND RULES REQUESTS:** For a complete list of the names of the winners, available after January 15, 2015, send a self-addressed, stamped envelope to:

Papa John's Up Your Celebration Contest, c/o Alliance, 200 Fifth Avenue, 4th Floor, New York, NY 10010.

12. SPONSOR: Papa John's USA, Inc., Louisville, Kentucky. The Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram.

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