

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

CAPRIOTTI'S SCORE MORE CAPS GAME

OFFICIAL RULES

Sponsored by Capriotti's Sandwich Shop, Inc. (herein "Sponsor")

Note: No purchase is required to play the Capriotti's Score More Caps Game ("Game") and making such a purchase will not increase or affect a participant's chances of winning a prize in the Game. See below for information on how to play or enter without a purchase.

1. Game Period: Game ends October 30, 2022, or whenever game piece supply is exhausted, whichever occurs first ("Game Period").

2. Eligibility: The Game is 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 time of participation. Employees, officers and directors of Sponsor, its parent company, affiliates, subsidiaries, distributors, suppliers, franchisees, and advertising and promotion agencies associated with the Game, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in the Game. Non-eligibility or non-compliance with any of these Official Rules may result in disqualification. Game is void outside of the 50 United States/D.C. and wherever prohibited by law. The Game is subject to United States law.

3. How to Play: There are two (2) ways to play the Game:

Method 1: Eligible participants may obtain one (1) scratch-off game card ("Game Card"), while supplies last, by making a purchase at a participating Capriotti's location during the Game Period. Limit one (1) Game Card per order, per person, while supplies last.

Method 2: To receive one (1) free Game Card without purchase, while supplies last, mail a self-addressed, stamped envelope postmarked no later than October 30, 2022 to: Capriotti's Score More Caps Game, 6056 S Durango Dr, Suite 100, Las Vegas, NV 89113. Limit one (1) free Game Card per request per stamped outer envelope. Residents of Vermont may omit return postage. Sponsor assumes no liability for lost, late, stolen, illegible, misdirected, mutilated, incomplete or postage-due mail.

Scratch off the area indicated on the Game Card to see if it reveals a winning message indicating that you may have won a prize (subject to verification in accordance with these Official Rules). If your Game Card indicates that you may have won a prize, follow the redemption instructions contained therein and in Rule 4 below.

Any Game Card that the Sponsor or Sponsor representative determines has been tampered with, illegible, forged, reproduced, blank in whole or part, or mutilated to prevent verification, or contains printing, production, typographical, mechanical, or other errors, or is not obtained legitimately will be deemed null and void and will not be eligible for a prize. If, due to a printing or other error, more prizes are claimed than were intended to be awarded, Sponsor's liability shall be limited to awarding the number of prizes stated herein. All prize claims become the property of the Sponsor and none will be returned. Non-winning submissions will not be acknowledged.

4. Prizes/Discounts/Odds:

Prizes/Odds:

One (1) Cookie. Approximate retail value (“ARV”): \$1.69. Approximate odds: 1 in 4. Quantity: 189,600

One (1) Bag of Chips. ARV: \$1.69. Approximate odds: 1 in 4. Quantity: 189,600

One (1) Half Sub Sandwich. ARV: \$6.22. Approximate odds: 1 in 76. Quantity: 8,178

One (1) Small Sub Sandwich. ARV: \$9.55. Approximate odds: 1 in 76. Quantity: 8,178

Total ARV of all prizes: \$769,815.06.

Discounts:

15% Off Discount for a Small Catering Tray. Approximate odds: 1 in 658. Qty 948

(25,280) \$2 Off Next Qualified Order. 25,280 available. Approximate odds: 1 in 25. Qty: 25,280

(25,280) \$2 Off Large Sub Sandwich. Approximate odds: 1 in 25. Qty: 25,280

(25,280) \$3 Off Next Qualified Order. Approximate odds: 1 in 25. Qty: 25,280

(18,960) \$5 Off a \$25 Purchase. Approximate odds: 1 in 33. Qty: 18,960

Buy One Get One Small Sub Sandwich. Approximate odds: 1 in 5. Qty: 126,400

Note: The approximate numbers of prizes and discounts available in the Game, and the Odds, which are set out above, are stated as of the outset of the Game. The numbers of prizes and discounts available will diminish as the Game progresses, and the Odds will change as prizes and discounts are claimed.

Prizes/Discounts must be claimed/redeemed at a participating Capriotti’s location by 11/23/22. Only Capriotti’s employees can verify and award a prize or discount. Potential winning Game Cards for Capriotti’s food items or discounts may be claimed at the counter at any participating Capriotti’s location by 11/23/22. Before placing a food order, a customer must inform the Capriotti’s employee that they wish to claim a prize or redeem a discount, and then must present their potential winning Game Card to that Capriotti’s employee. Unclaimed or forfeited prize or discount will not be awarded. No substitution, transfer, or cash redemption of prize or discount is permitted, except as expressly set forth herein by Sponsor, who reserves the right to substitute a prize or discount of comparable or greater value (at its sole discretion) for any reason. Any expenses not specifically stated herein, including but not limited to state and local government surcharges, taxes, other costs, and other expenses relating to the prize or discount and the use or acceptance of the prize or discount are the sole responsibility of the winner. All prize details not specified herein shall be determined by Sponsor in its sole discretion.

5. General: By participating, participants agree to abide and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters. Participants further agree to release, discharge and hold harmless Sponsor, its parent company, affiliates, subsidiaries, distributors, suppliers, franchisees, and advertising and promotion agencies associated with the Game, and all other service agencies involved with the design, execution or fulfillment of this Game, and the respective owners, members, managers, shareholders, directors, officers, agents, contractors, and employees of each of the foregoing (collectively, the “Released Parties”) from and against any liability, claims, losses and damages of any kind, including death, to persons or property, arising out of, or relating to, their participation in this Game and the acceptance, use, misuse or possession of a prize or discount (if applicable), including as set out in Rule 7, below. Participants who Sponsor determines to have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any participant from this Game or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds participant to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the Game, the operation of the Game; (c) acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Game by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants, Sponsor, or Sponsor’s representatives. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY**

ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING LAWYERS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN PARTICIPANT FROM THIS AND FUTURE PROMOTIONS. All materials submitted become the property of Sponsor and will not be returned. By participating in this Game, participants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, and the rights and obligations of the Sponsor in connection with the Game, will be governed by, and construed in accordance with, the laws of the United States.

6. Binding Arbitration: Subject to applicable laws, any controversy or claim arising out of or relating to the Game shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Nevada law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that such claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by 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, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Unless otherwise contrary to the rules of discovery set forth in JAMS, upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

SUBJECT TO APPLICABLE LAWS, THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS GAME IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE GAME, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, OR THE PRIZES AND DISCOUNTS AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, PARTICIPANT WILL NOT 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS, THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

By participating in this Game, participants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, and the rights and obligations of the Sponsor in connection with the Game, will be governed by, and construed in accordance with, the laws of the State of Nevada in the United States, without giving effect to any choice of law or conflict of law rules (whether of Nevada or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Nevada; and (b) any matters or proceedings which are not subject to arbitration as set forth above in this Section 6 of these Official Rules, and/or are related to entering any judgment on an arbitration award, shall take place in the State of Nevada.

7. Limitation of Liability: Released Parties do not assume any responsibility for, and the participant hereby releases and agrees to hold the Released Parties harmless from and against, any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with, the participant's participation or attempted participation in the Game, including, without limitation, the administration of the Game, the determination of the winners, and the arranging for, awarding of and use of the prizes and discounts or portion thereof. Without limiting the generality of the foregoing, the Released Parties are not responsible for (a) Game Cards that are altered or otherwise irregular, have been obtained or submitted through illicit means or do not conform with or satisfy any or all of the conditions of these Official Rules; (b) any loss, damage, or claims caused by, or in any way related to, the awarded prizes, discounts, or the Game itself; (c) any typographical or other error or omission in any printing or advertising relating to the Game, in the administration or execution of the Game, (d) any claims regarding the accepting, arranging for, awarding of or use of the prizes, discounts, or any portion thereof; (e) cheating or fraud by any participant. Game Cards that have been tampered with or altered are void. Sponsor reserves the right, at its sole discretion, to amend these Official Rules for clarification purposes, at any time, in any way, and without prior notice, without materially affecting the terms and conditions of the Game. Without limiting the foregoing, if for any reason the Game is not capable of running as originally planned, including should any technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness or proper conduct of the Game, Sponsor reserves the right to modify, terminate or suspend this Game.

8. Rules Govern: In the event of any discrepancy or inconsistency between the Official Rules and disclosures or other statements contained in any Game-related materials or made by any representative of Sponsor, these Official Rules shall prevail, govern, and control.

9. Severability: The invalidity or unenforceability of any provision of these Official 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 Official 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.

10. Sponsor: Capriotti's Sandwich Shop, Inc., 6056 S. Durango Dr, Suite 100, Las Vegas, NV 89113.