

Panera Bread and Phoenix Cafes
Customer Survey Sweepstakes
2013 Official Rules

THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AND LEGAL RESIDENTS OF THE PROVINCE OF ONTARIO CANADA WHO ARE BOTH LOCATED IN THEIR STATES OR PROVINCE OF RESIDENCE AND ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

- 1. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States, including the District of Columbia, and legal residents of the Province of Ontario, Canada, age 18 or older at the time of entry. Officers, directors, employees and agents of any of Panera, LLC and Panera Bread ULC (collectively "Panera") and Panera, LLC's Phoenix based affiliate ("Phoenix") (collectively, the "Sponsors"), their affiliated companies and agencies, licensed retailers and wholesalers, The Sweepstakes Center, third party survey processing vendors, and the immediate families of each are not eligible. Different markets may have different phone numbers/websites related to entering this contest in those markets, however all rules for a particular month apply to the same monthly sweepstakes, not different or individual sweepstakes. Sweepstakes governed by U.S. law and subject to all applicable federal, state, provincial and local laws and regulations. Void where prohibited by law.
- 2. HOW TO ENTER:** There are three (3) ways to enter the Sweepstakes. **Online:** To enter online, within forty-eight (48) hours from the date of your purchase, visit www.paneralistens.com and, for Phoenix, visit www.paradiselistens.com (the "Sites") between 12:01 am Eastern Time ("ET") on August 1, 2013 and 11:59 pm ET on August 31, 2013 (the Sweepstakes Period") and follow the instructions to complete the survey and/or to be entered into the Sweepstakes (each an "entry" or "entries"). In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices, are void. **By Phone:** To enter by telephone, call toll-free 1-800-699-0130 and, for Phoenix, call toll-free 1-877-573-0141 during the Sweepstakes Period and follow the instructions to complete the survey and/or to enter the Sweepstakes. **By Mail:** To enter by mail, and without completing the survey, hand print (or type) your name, address, day and evening phone numbers, e-mail address (if any), and age on a 3.5" x 5" piece of paper and mail it in a hand-addressed envelope to "Panera Bread and Phoenix Cafes Customer Survey Sweepstakes, The Sweepstakes Center, P.O. Box 16349, Rochester, NY 14616. Mail-in entries must be postmarked by August 31, 2013 and received by September 15, 2013. One entry per hand-addressed outer envelope. Photocopied, illegible, or mechanically reproduced entries are not eligible.

Sponsors are not responsible for hardware or software failures, lost, unavailable, failed or delayed computer or telephone transmissions or any error, which may occur in the receipt or processing of entries. All entries become the property of Sponsors and will not be returned.

- 3. PRIZE:** One (1) Grand Prize winner will receive \$2,000 (if a U.S. winner prize will be awarded in U.S. dollars and if a Canadian winner prize will be awarded in Canadian dollars.). No substitution for the prize by winner; Sponsors may substitute a prize of equal or greater value in its sole discretion. Taxes associated with the acceptance of the prize are the sole responsibility of the winner.

4. **DRAWING:** The winner will be selected on or about September 15, 2013 in a random drawing conducted under the supervision of The Sweepstakes Center, a judging agency whose decisions are final and binding. The winner will be notified by mail, email or phone and may be required to complete an Affidavit of Eligibility and Liability/Publicity Release, which must be returned within 14 days of the date on the prize notification or prizes will be forfeited and an alternate winner will be selected. Canadian winners will be required to correctly answer a mathematical skill-testing question administered by mail, which must be returned within 14 days of the date on the notification letter, or prizes will be forfeited and an alternate winner will be selected. Return of any prize notification or prize as undeliverable will result in disqualification and selection of an alternate winner. Odds of winning depend upon the number of entries received.

5. **GENERAL:** Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. No photocopied or mechanically reproduced entries are eligible. Proof of transmission (screenshots or captures of entry, etc.) of entry does not constitute proof of delivery. Sponsors are not responsible for: (i) lost, late, misdirected, damaged, illegible or postage due mail/entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you agree (i) to be bound by these official rules, including all eligibility requirements, (ii) to be contacted by phone, mail and email, (iii) to be bound by the decisions of Sponsors, which are final and binding in all matters relating to the Sweepstakes, and (iv) that Sponsors and their agents are not responsible for any liability, loss or damage arising out of or associated with your participation in the Sweepstakes or your acceptance, possession, use or misuse of any prize. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsors reserve the right to: (i) permanently disqualify from any sweepstakes they sponsor any person it believes has intentionally violated these official rules; and (ii) withdraw the online and/or telephone methods of entry if either becomes technically corrupted, (e.g., including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winner from among all entries received including mail-in. By accepting or participating in a prize, winner consents to the use of his/her name, address, voice, statements relating to the Sweepstakes or Sponsors, and photographs or other likenesses, without further compensation, in any publicity carried out by Sponsors or any related entities in connection with this Sweepstakes, except where prohibited by law. Information submitted in connection with this Sweepstakes will be kept confidential and used as described in the privacy policy of the Sites described in paragraph 2 above, and may also be used as described within these rules, to contact you if you have won the Sweepstakes, to respond to your request for contact in connection with the survey you took at the Sites described in paragraph 2 above, as required by law, and in connection with investigating, preventing, or taking action regarding illegal activities, suspected fraud, violation of the rules of the Sweepstakes and other like purposes. In the event of inadvertent errors in the structure of, or printing of materials used in connection with, this Sweepstakes, the Sponsors reserve the right to terminate, suspend or amend this Sweepstakes, in whole or in part, without prior notification and with immediate effect. In either of these events, prizes may be awarded based on entries received prior to date of termination or amendment. All federal, state, local and provincial laws and regulations apply.

6. **DISCLAIMERS.** Under no circumstances, including negligence, shall the Sponsors or The Sweepstakes Center be liable for any direct, indirect, incidental, special or consequential damages that result from the access of or inability to access the Sites, submitting an entry or otherwise participating in any aspect of this Sweepstakes or out of any breach of any warranty. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered. Sponsors and The Sweepstakes Center make no representation or warranties of any kind concerning the appearance, safety or performance of any prize. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

7. **WINNER'S NAME:** For the name of the prize winner, send a self-addressed stamped envelope postmarked by August 31, 2013 to be received by September 10, 2013 to: Panera Bread and Phoenix Cafes August Customer Survey Sweepstakes Winner List, The Sweepstakes Center, P.O. Box 16350, Rochester, NY 14616.
8. **SPONSORS:** Panera, LLC and Panera Bread ULC, c/o 3630 So. Geyer Rd., Suite 100, MO 63127 and the Phoenix based affiliate of Panera, LLC, 8561 E. Anderson Drive, Suite 105, Scottsdale, AZ 85255.

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