



## Terms of Use

**These Terms of Use affect your rights and you should read them carefully.**

**Acceptance of Terms of Use.** These Terms of Use govern your use of the content and functions available through the papajohns.com domain name and other websites and apps on which these terms reside or are linked from (collectively the "Platform") that are operated by Papa John's International, Inc. ("Papa John's"). By using, visiting, or browsing the Platform, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Platform. These Terms of Use are an ongoing contract between you and Papa John's and apply to your use of the Papa John's Platform.

**Changes to Terms of Use.** Papa John's reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of the Terms of Use will supersede all previous versions. Your use of the Papa John's Platform after changes are made means that you agree to be bound by such changes.

**Privacy and Personal Information.** On certain areas of our Platform, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices, which Policy applies to information you submit on this Platform.

**Your Account.** In order to access some features of the Platform, you will have to create an account. If you register an account on the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. When creating your account, you must provide accurate and complete information. You may never use another's account without permission. You must notify Papa John's immediately of any breach of security or unauthorized use of your account. Although Papa John's will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Papa John's or others due to such unauthorized use.

The Platform sells products to adults, who can purchase with a credit card. If you are under 13, you may browse the Platform but you may not register an account, purchase goods or participate in any offers or promotions. Papa John's reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

**Third-Party Content.** These Terms of Use apply to all users of the Platform, including users who are also contributors of video content, information, and other materials or services on the Platform. The Platform may contain links to third party Platforms that are not owned or controlled by Papa John's. Papa John's has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party platforms. In addition, Papa John's will not and cannot censor or edit the

content of any third-party site. By using the Platform, you expressly release Papa John's from any and all liability arising from your use of any third-party Platform. Accordingly, when you leave the Platform or submit information to a third-party platform accessible from this Platform, the terms and conditions and privacy policy of that other platform will apply.

Platform Access. Papa John's hereby grants you permission to use the Platform as set forth in these Terms of Use, provided that:

- your use of the Platform as permitted is solely for your personal, noncommercial use;
- you will not copy or distribute any part of the Platform, including content on the Platform provided by Papa John's or its licensors, including graphics, images, text, digitally downloadable files, trademarks, logos, product and program names, or slogans ('Papa John's Content'), in any medium without Papa John's prior written authorization;
- you will not alter or modify any part of the Platform other than as may be reasonably necessary to use the Platform for its intended purpose;
- you will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful;
- you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; and (vii) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment; and
- you will otherwise comply with the terms and conditions of these Terms of Use.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Platform in a manner that sends more request messages to the Papa John's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Papa John's grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Papa John's reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Platform, nor to use the communication systems provided by the Platform for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Platform with respect to their user submissions.

**Limitation of Liability.** THIS PLATFORM (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED HEREON) IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. IN NO EVENT SHALL PAPA JOHN'S, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN

HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PAPA JOHN'S PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PAPA JOHN'S IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT PAPA JOHN'S SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF USER OR ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Papa John's makes no representations about the reliability of the features of this Platform, the content, or any other Platform feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Papa John's makes no representations regarding the amount of time that any content will be preserved.

The Platform is controlled and offered by Papa John's from its facilities in the United States of America. Papa John's makes no representations that the Papa John's Platform is appropriate or available for use in other locations. Those who access or use the Papa John's Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law. Indemnity. You agree to defend, indemnify and hold harmless Papa John's, its parent corporations, affiliates officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the Platform;
- your violation of any term of these Terms of Use;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that one of your user submissions is offensive, defamatory, obscene or otherwise objectionable or caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Platform.

**App Platform Users.** The use of the app Platform requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You are required to send and receive, at your cost, electronic communications related to the Platform, including without limitation, administrative messages, service announcements, diagnostic data reports, and Platform updates, from Papa John's, your mobile carrier or third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Platform.

Papa John's may, at its discretion, automatically download Platform updates to your device from time to time. You agree to accept these Platform updates, and to pay for any costs associated with receiving

them. The Platform may not work with all devices or all mobile carriers. Papa John's makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

**Users of the Apple Platform.** If you download and use our iPhone or iPad App: You, the end-user of this Platform, acknowledge that this agreement is entered into by and between Papa John's and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Platform and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this agreement. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Platform. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <https://www.apple.com/legal/itunes/us/terms.html> \l "APPS" <https://www.apple.com/legal/itunes/us/terms.html#APPS>). This agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at <https://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the Platform is considered the "Licensed Application" as defined in the LAEULA and Papa John's is considered the "Application Provider" as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this agreement shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Platform (including, without limitation, a third party claim that the Platform infringes that third party's intellectual property rights) or your use or possession of the Platform, including but not limited to:

- • product liability claims;
- • any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and
- • claims arising under consumer protection or similar legislation.

**Ability to Accept Terms of Use.** You affirm that you are either more than 13 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Papa John's Platform is not intended for children under 13. If you are under 13 years of age, then please do not use the Papa John's Platform - there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

**Miscellaneous.** These Terms of Use will be governed by and construed in accordance with the internal laws of Kentucky without regard to conflicts of laws principles. By using this site, you hereby agree that any and all disputes regarding these Terms of Use will be subject to the courts located in Jefferson County, Kentucky. These Terms of Use operate to the fullest extent permissible by law. If Papa John's fails to act with respect to your breach or anyone else's breach on any occasion, Papa John's is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between you and Papa John's regarding the use of the Platform.

## Privacy Policy

**Effective Date Jan. 1, 2012 (last updated March 1, 2016)**

**This Privacy Policy applies to the sites and apps where it appears.**

This Policy describes how we treat personal information on the websites where it is located. This includes [www.papajohns.com](http://www.papajohns.com). It also applies to our mobile sites and apps. By interacting with us on our sites and platforms, you agree to the terms in this Policy.

**We collect information from and about you.**

**We collect contact information.** For example, we might collect your name and street address if you register on our site. We might also collect your phone number or email address.

**We collect payment information.** For example, we collect your credit card number if you make a purchase.

**We collect information you submit or post.** We collect the information you post in a public space on our site. We also collect information when you contact us.

**We collect demographic information.** We may collect information like your gender and age. We may also collect your zip or postal code. We might collect this when you contact us or enter a promotion.

**We collect other information.** If you use our website, we may collect information about your mobile device, operating system, or web browser you're using. We might look at what site you came from, or what site you visit when you leave us. If you use our mobile app, we may collect your GPS location. We might look at how often you use the app and where you downloaded it.

**We collect information in different ways.**

**We collect information directly from you.** For example, if you register with us, sign up for our emails or enter a promotion. We also collect information if you contact us. We collect information if you submit orders through our websites or mobile apps.

**We collect information from you passively.** We use tracking tools like browser cookies and web beacons. To learn more about these tools and how you can control them,

[click here](#). We collect information about users over time when you use this website. We may have third parties collect personal information this way. We also collect information from our mobile apps.

**We get information about you from third parties.** For example, our business partners may give us information about you. Social media platforms may also give us information about you.

**We combine information.** For example, we may combine information that we have collected offline with information we collect online. Or we may combine information we get from a third party with information we already have.

**We use information as disclosed and described here.**

**We use information to respond to your requests or questions.** For example, we might use your information to respond to your customer feedback. We may use your information to contact you about your orders or rewards.

**We use information to improve our products and services.** We may use your information to make our website and products better. We might use your information to customize your experience with us.

**We use information for security purposes.** We may use information to protect our company, our customers, and our websites.

**We use information for marketing purposes.** For example, we might provide you with information about new products, restaurants in your area, and special offers. We might also use your information to serve you ads about products and offers. We might tell you about new features or updates. These might be third party offers or products we think you might find interesting. We may also use push notifications on our mobile apps.

**We use information to communicate with you about your account or our relationship.** We may contact you about your account or feedback. We might also contact you about this Policy or our website Terms of Use.

We use information as otherwise permitted by law or as we may notify you.

**We may share information with third parties.**

**We will share information with third parties who perform services on our behalf.** For example, we share information with vendors who send emails for us. We may also share information with companies that operate our websites or run a promotion.

**We will share information with third parties for marketing purposes.** For example, we share information with third parties, like corporate affiliates and franchisees, for their marketing purposes.

**We will share information with our business partners.** For example, we will share information with third parties who co-sponsor a promotion. These partners may send you information about events and products by mail or email.

**We will share information if we think we have to in order to comply with the law or to protect ourselves.** For example, we will share information to respond to a court order or subpoena. We may share it if a government agency, investigatory body, or law enforcement requests it. We might share information when we are investigating potential fraud.

**We may share information with any successor to all or part of our business.** For example, if part of our business was sold we may give our customer list as part of that transaction.

**We may share information for other reasons we may describe to you.**

**You have certain choices about how we use your information.**

**You can opt out of receiving our marketing emails and/or text messages.** To stop receiving our promotional emails or text messages, log in to your account and change your settings or follow the instructions in any promotional message you get from us. Even if you opt out of getting marketing messages, we will still send you transactional messages. These include responses to your questions.

**You can control cookies and tracking tools.** To learn how to manage how we - and our vendors - use cookies and other tracking tools, please [click here](#).

**You can control tools on your mobile devices.** For example, you can turn off the GPS locator or push notifications on your phone.

**Your California privacy rights.**

If you reside in California, you have the right to ask us one time each year if we have shared personal information with third parties for their direct marketing purposes. To make a request, please send us an email to [privacy@papajohns.com](mailto:privacy@papajohns.com), or write to us at the address listed below. Indicate in your letter that you are a California resident making a "Shine the Light" inquiry.

**Consumer Services Team** Attention: Privacy Officer P.O. Box 99900 Louisville, Kentucky 40269-0900

**These sites and apps are not intended for children.**

Our sites and apps are meant for adults. We do not knowingly collect personal information from children under 13 without permission from a parent or guardian. If you are a parent or legal guardian and think your child under 13 has given us information, you can email us. You can also write to us at the address listed at the end of this Policy. Please mark your inquiries "COPPA Information Request." Parents, you can learn more about how to protect children's privacy on-line [here](#).

**We use standard security measures.**

The Internet is not 100% secure. We cannot promise that your use of our sites will be completely safe. We encourage you to use caution when using the Internet. This includes not sharing your passwords.

We keep personal information as long as it is necessary or relevant for the practices described in this Policy. We also keep information as otherwise required by law.

**We store information both within and outside the United States.**

Information we maintain may be stored both within and outside of the United States. If you live outside of the United States, you understand and agree that we may transfer your information to the United States. This site is subject to U.S. laws, which may not afford the same level of protection as those in your country.

**We may link to other sites or apps or have third party services on our platforms we don't control.**

If you click on a third party link, you will be taken to platforms we do not control. This Policy does not apply to the privacy practices of those platforms. Read the other companies' privacy policies carefully.



We are not responsible for these third parties.

Our site may also serve third party content that contains their own cookies or tracking technologies. To learn more, [click here](#). We do not control the use of those technologies.

### **Feel free to contact us if you have more questions.**

If you have any questions about this Policy or want to correct or update your information, please email us at [privacy@papajohns.com](mailto:privacy@papajohns.com).

You can also write to us or call at:

Papa John's International, Inc.

P.O. Box 99900

Louisville, Kentucky 40269-0900

[1-877-547-PAPA \(7272\)](tel:1-877-547-PAPA)

### **About Our Ads**

#### **We use common tracking technologies.**

We collect personal information about users over time and across different websites when you use this website or service. We also have third parties that collect personal information this way. To do this, we use several common tracking tools. Our vendors may also use these tools. These may include browser cookies. We may also use web beacons, flash cookies, and similar technologies.

#### **We use tracking technologies for a variety of reasons.**

We use tracking tools:

- • To recognize new or past customers.
- • To store your password if you are registered on our site.
- • To improve our website.
- • To serve you with interest-based or targeted advertising (see below for more on interest-based advertising).
- • To observe your behaviors and browsing activities over time across multiple websites or other platforms.
- • To better understand the interests of our customers and our website visitors.

#### **We engage in interest-based advertising.**

We and our partners display interest-based advertising using information gathered about you over time across multiple websites or other platforms. This might include apps.

Interest-based advertising or "online behavioral advertising" includes ads served to you after you leave our website, encouraging you to return. They also include ads we think are relevant based on your shopping habits or online activities. These ads might be served on websites or on apps. They might also be served in emails. We might serve these ads, or third parties may serve ads. They might be about our products or other companies' products.

#### **How do we gather relevant information about you for interest-based advertising?**

To decide what is relevant to you, we use information you make available to us when you interact with us, our affiliates, and other third parties. We gather this information using the tracking tools described



above. For example, we or our partners might look at your purchases or browsing behaviors. We might look at these activities on our platforms or the platforms of others.

We work with third parties who help gather this information. These third parties might link your name or email address to other information they collect. That might include past purchases made offline or online. Or, it might include online usage information.

### **You can control tracking tools.**

Your browser may give you the ability to control cookies. How you do so depends on the type of cookie. Certain browsers can be set to reject browser cookies. To control flash cookies, which we may use on certain websites from time to time, you can go [here](#). Why? Because flash cookies cannot be controlled through your browser settings.

**Our Do Not Track Policy: Some websites have "do not track" features that allow you to tell a website not to track you. These features are not all uniform. We do not currently respond to those signals.** If you block cookies, certain features on our sites may not work. If you block or reject cookies, not all of the tracking described here will stop.

Options you select are browser and device-specific.

### **You can opt-out of online behavioral advertising.**

The Self-Regulatory Program for Online Behavioral Advertising program provides consumers with the ability to opt-out of having their online behavior recorded and used for advertising purposes. To opt out of having your online behavior collected for advertising purposes, [click here](#). Choices you make are both browser and device-specific.