

These Terms and Conditions govern the manner in which you may participate in the DineAmic Hospitality Rewards Program (the “**Rewards Program**”) and access and use of the Rewards Program website (“**Site**”). Please read these Terms and Conditions carefully, as they contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. These Terms and Conditions contain an arbitration provision.

By registering for the Rewards Program, accessing or using the Site, you hereby agree to the following Terms and Conditions:

ELIGIBILITY: To become a member and participate in the Rewards Program, you must be a legal resident of the United States and at least 18 years of age at the time of enrollment in the Rewards Program. Only one account is allowed per Member.

ENROLLMENT: To enroll as a “**Member**” of the Rewards Program, you must provide DineAmic Hospitality (“DineAmic Hospitality”), via the enrollment page on the Site, with your name, email address, a password, address, and phone number. These Terms and Conditions are binding upon you at the time you enroll in the Rewards Program.

EARNING REWARDS: Members earn “**DineAmic Rewards Points**” for each dollar spent on qualifying purchases at participating DineAmic Hospitality venues, provided, that DineAmic Rewards Points will not be earned for any taxes, gratuities, or delivery charges paid. Each Member is responsible for any tax consequences resulting from his/her receipt of DineAmic Rewards Points under the Rewards Program. DineAmic Rewards Points may not be earned for purchases made at participating DineAmic Hospitality venues when using coupons or discount cards or in combination with discount programs.

“HURDLE RATES:” For every \$200 in qualifying purchases, a Member obtains 200 DineAmic Rewards Points, and earns \$10 in DineAmic Rewards Dollars (“**Dineamic Rewards Dollars**”). Once a Member acquires 2,500 Rewards Points, that Member will henceforth receive \$20 in DineAmic Rewards Dollars for every \$200 spent on qualifying purchases. Once a Member acquires 10,000 Rewards Points and thereafter, that Member will henceforth receive \$25 in DineAmic Rewards Dollars for every \$200 spent on qualifying purchases. Once a Member has reached a particular Hurdle Rate, that Member receives the specified reward rate until he/she reaches the next Hurdle Rate. The Hurdle Rates are subject to change and any change will be reflected in the updated Terms and Conditions, as contemplated herein.

REWARDS CARDS: A Member’s accrued DineAmic Rewards Points and DineAmic Rewards Dollars are stored on a Rewards Card assigned to that Member and his/her Rewards Program account. Each Rewards Card is personal to the Member to whom it belongs and may not be transferred.

LOST REWARDS CARD: You may report a lost Rewards Card to DineAmic Hospitality at www.dineami.com. DineAmic Hospitality is not responsible for any lost, stolen or mislaid Rewards Cards, nor for any DineAmic Rewards Dollars redeemed by an unauthorized user of the Rewards Card.

REDEMPTION: DineAmic Rewards Dollars may be redeemed for food and beverages sold at participating DineAmic Hospitality restaurants. DineAmic Rewards Dollars may not be redeemed for cash, gift cards, carry out, catering, tax or gratuity. DineAmic Rewards Dollars cannot be used for ticketed events and are not valid on New Year’s Eve. DineAmic Rewards Dollars may not be redeemed during the same visit in which DineAmic Rewards Dollars are earned. Other exclusions may apply per participating location.

EXPIRATION: Provided that a Member’s account remains active, that Member’s DineAmic Rewards Dollars will not expire; provided, however, that any unused DineAmic Rewards Points or DineAmic Rewards Dollars remaining as of the termination of the Rewards Program shall be lost and a Member shall not be entitled to any compensation therefor.

SWEEPSTAKES, CONTESTS AND OTHER PROMOTIONS: The Rewards Program may offer sweepstakes, contests or other promotions that may have rules or their own terms and conditions. Members are required to read those rules and terms and conditions, and to agree and accept to be bound by them in order to participate. **Suspension/Termination of Membership:** DineAmic Hospitality reserves the right in its sole discretion to suspend a Member’s membership in the Rewards Program in the event of any suspected misconduct, including suspending the Member’s ability to redeem DineAmic Rewards Dollars and/or other rewards earned in connection with his/her membership in the Rewards Program. If DineAmic Hospitality concludes in its sole discretion that the Member has engaged in misconduct or that his/her account has been compromised, it may terminate the Member’s membership, including but not limited to terminating the Member’s ability to redeem DineAmic Rewards Dollars and/or other rewards earned in connection with his/her membership in the Rewards Program.

Any Rewards Program Member who fails at any time to earn DineAmic Rewards Points or redeem DineAmic Rewards Dollars for a period of 12 months is subject to termination of his or her membership and forfeiture of all accrued DineAmic Rewards Points and DineAmic Rewards Dollars.

Modification of Terms and Conditions: DineAmic Hospitality reserves the right in its sole discretion to modify at any time these Terms and Conditions. Such modifications will be effective upon posting to the Site, although we may provide you notice by other means. You agree to visit the Site regularly to view any changes to these Terms and Conditions or other important information about your participation in the Rewards Program. Any changes to these Terms and Conditions are effective immediately and the Member’s continued enrollment in the Rewards Program and/or use of the Site confirms that he/she accepts the changes and agrees to be bound by them.

TERMINATION OF REWARDS PROGRAM: DineAmic Hospitality reserves the right in its sole discretion to terminate the Rewards Program at any time with or without notice. If the Rewards Program is terminated, Members will no longer be able to earn or redeem DineAmic Rewards Points or DineAmic Rewards Dollars.

OWNERSHIP OF SITE CONTENT: All of the contents of this Site are owned and copyrighted by DineAmic Hospitality or its licensors and are protected as intellectual or proprietary property. Use of any of the Site content without prior written consent by DineAmic Hospitality is strictly prohibited.

LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER: MEMBERS USE THE SITE AT THEIR OWN RISK. DINEAMIC HOSPITALITY AND ITS AFFILIATES ARE NOT AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, USE, OR LOSS OF DATA) WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF DINEAMIC HOSPITALITY, ITS AFFILIATES OR THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED TO (I) THE MEMBER ACCESSING THIS SITE OR USING INFORMATION, SERVICES OR MERCHANDISE PROVIDED THROUGH DINEAMIC HOSPITALITY; (II) THIS AGREEMENT; OR (III) THE DINEAMIC REWARDS PROGRAM.

IN NO EVENT SHALL DINEAMIC HOSPITALITY OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A DINEAMIC REWARDS CARD OR ACCOUNT THROUGH ACCIDENT, MISUSE OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND DINEAMIC HOSPITALITY OR ITS AFFILIATES' CONTROL. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL DINEAMIC HOSPITALITY OR ITS AFFILIATES BE LIABLE FOR AN AMOUNT THAT EXCEEDS THE LAST BALANCE HELD ON A MEMBER'S DINEAMIC REWARDS CARD.

The Rewards Program, the Site and the information included on the Site are provided "as is" without any warranty of any kind either expressed or implied. DineAmic Hospitality and its affiliates are not responsible for interrupted or unavailable network server or other connections, miscommunications, computer transmissions or jumbled, scrambled or misdirected transmissions, or for electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Rewards Program.

In addition, DineAmic Hospitality and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Rewards Program or Rewards Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. DineAmic Hospitality does not represent or warrant that your Rewards Card will always be accepted.

RELEASE: Member hereby releases and agrees to indemnify and hold harmless DineAmic Hospitality and its affiliates from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to the Member's participation in the Rewards Program, or the receipt, use or misuse, of DineAmic Rewards Dollars.

LINKS TO THIRD PARTY WEBSITES: The Site may contain links to other websites. Neither DineAmic Hospitality or any of its affiliates have any control over these other websites and it is not responsible for their content or security. If a Member clicks on a link to any third party website, he/she does so at his/her own risk and is subject to the privacy policy, and terms and conditions of that website.

ASSIGNMENT: DineAmic Hospitality may freely assign all or part of these Terms and Conditions and the Rewards Program without notice. Upon any such assignment, DineAmic Hospitality and its affiliates shall be released from all liability. The assignee shall have the same rights and obligations as the assignor. You may not assign your rights under these Terms and Conditions or in the Rewards Program without our prior written consent.

PRIVACY: Any information that a Member provides to DineAmic Hospitality and its affiliates will be treated in accordance with DineAmic Hospitality's Privacy Policy located at www.dineamicHospitality.com/privacy (the "**Privacy Policy**"). By accessing the Site and/or enrolling in the Rewards Program, you hereby agree to the terms of the Privacy Policy. The terms of the Privacy Policy are hereby incorporated into these Terms and Conditions.

CHOICE OF LAW: These Terms and Conditions are governed by and are to be construed in accordance with the laws of the State of Illinois without reference to the conflict of law provisions thereof.

DISPUTES TO BE RESOLVED THROUGH ARBITRATION: Except where prohibited by law, by participating in the Rewards Program, the Member agrees that any action arising out of or relating in any way to the Rewards Program shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (the "Forum") and conducted before a sole arbitrator, all pursuant to the Forum's Commercial Arbitration Rules as supplemented by the Forum's Supplementary Procedures for Consumer-Related Disputes (collectively, the "Forum's Rules"). The arbitration shall be held at a location in the state of Illinois and in the City of Chicago. The arbitrator's decision shall be controlled by these Terms and Conditions and any of the other rules referenced herein. The arbitrator shall not have the power to award punitive damages against DineAmic Hospitality, its affiliates or anyone else. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only the Member's individual claims, and the arbitrator may not consolidate or join the claims of other persons or Members who may be similarly situated. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Any challenge to this provision shall also be resolved by an arbitrator of the Forum. If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ENTIRE AGREEMENT, CONSTRUCTION. These Terms and Conditions are the complete and exclusive statement of agreement between DineAmic Hospitality and a Member, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of these Terms and Conditions.