

TUTTA BELLA AMICI CLUB TERMS & CONDITIONS

PLEASE READ CAREFULLY. By reviewing these Terms and Conditions, signing up for the program, and participating, you agree to the following rules governing the Tutta Bella Amici Club Loyalty Rewards Program.

Overview of the Tutta Bella Amici Club Program

Tutta Bella Amici Club Program (the “Program”) is a loyalty program sponsored by Tutta Bella Neapolitan Pizzeria (“Sponsor”) through which individuals can collect points by purchasing Tutta Bella Neapolitan Pizzeria products or through other methods as may be added from time to time.

Eligibility

The Program is open to legal residents of the 50 United States (or the District of Columbia) who are 21 years or older at the time of enrollment. The Program is void where prohibited by law. Employees of Tutta Bella Neapolitan Pizzeria nor any of its affiliates, parent companies, management companies, nor anyone affiliated in any way with Tutta Bella are not eligible to earn or redeem rewards or loyalty-related Amici Club points. Tutta Bella reserves the right to revoke an Amici Club account(s) at their discretion.

Duration of Program

The Program begins at 12:00 a.m. Eastern Time (“ET”) on September 25, 2019 (the “Program Period”). Sponsor reserves the right to shorten, extend, suspend, modify, terminate, or cancel the Program at its discretion, at any time.

Enrolling in the Program

Individuals who are 21 years of age or older who meet the eligibility requirements may enroll in the Program by downloading a mobile app and registering for Program or by registering online at tuttabella.com (the “Website”).

An individual must have a unique, valid email address to create an Account. The person who is the authorized email account holder of the email address indicated when registering must provide date of birth information when registering for an Account and will be deemed the Enrollee. All registration information shall be maintained in accordance with the terms of Sponsor’s Privacy Policy for the Website which is incorporated herein by reference.

Limit: Only one (1) Account per individual, under all circumstances.

Collecting Points

Enrollees can collect points at any time during the Collection Period, by purchasing qualifying Tutta Bella products and presenting his or her Amici Club membership number, registered mobile device or phone number at the point of purchase. Enrollees will earn one point for each pretax dollar during their purchase. Enrollees are limited to earning a maximum of 1,000 points per day. Sponsor reserves the right to change the number of points awarded for purchases or through other methods at any time during the Program without prior notice.

Enrollees may not sell, transfer, purchase or otherwise acquire points from third parties and may not combine points obtained by others for deposit into a single Enrollee’s account, unless authorized under the terms and conditions of these rules or as expressly permitted by Sponsor from time to time. Any

attempt to combine or transfer points will result in disqualification from the Program and forfeiture of all points in the Enrollee's Account. Sponsor reserves the right to take any action it deems appropriate in its sole discretion in the event that it believes (in its sole discretion) that any Enrollee has violated any of these provisions.

Sponsor reserves the right to change, add, or remove the methods by which Enrollees can collect points at its discretion, at any time.

Redeeming Points

Enrollees may redeem points for food and drink items, where permitted by law.

Sponsor reserves the right to modify the point value(s) for redemption, at any time and for any reason, during the Program Period. All redemptions are subject to these Terms and Conditions and all limitations and/or requirements. Only one free item may be redeemed per person per day. If a free item is redeemed along with Tutta Bella bucks, free item will be taken off before Tutta Bella bucks are applied.

Special Promotions

Enrollees may redeem points for food and drink items, where permitted by law.

Sponsor reserves the right to modify the point value(s) for redemption, at any time and for any reason, during the Program Period. All redemptions are subject to these Terms and Conditions and all limitations and/or requirements.

Account Activities

Each Enrollee is responsible for ensuring the accuracy of his/her Account and is encouraged to check his/her Account regularly. Each Enrollee is responsible for ensuring that the information associated with his/her Account is accurate and up to date. Changes to Accounts or Account information may only be made by the Enrollee to whom the Account belongs.

All point redemptions are final. Refunds, exchanges and other issues regarding the product redeemed are governed by the Tutta Bella Neapolitan Pizzeria terms and conditions applicable to the purchase and are not the responsibility of Sponsor.

The points have no cash value and are only redeemable for offered Tutta Bella Neapolitan Pizzeria products via the Program. If an Enrollee's Account has remained inactive for a period of 365 days or more, the Enrollee will forfeit any points and rewards remaining in the Account, without compensation. Failure to either credit points to an Account or redeem points from an Account constitutes inactivity for purposes of this condition.

If an Enrollee believes that points were not properly accrued to his/her Account, the Enrollee must notify Sponsor by emailing amici@tuttabella.com within 15 days of the date of the purchase or point earning event. Enrollees must present a valid receipt of any disputed purchase for point, as it may be necessary to submit it later for verification. Sponsor reserves the right to require proof. Sponsor's decisions regarding the awarding of points are final and binding. If Sponsor determines that previously-verified and points are invalid for any reason, Sponsor reserves the right to remove the applicable credited points from the Enrollee's Account.

Modifications and Termination of the Program

Sponsor reserves the right to modify any of the Terms and Conditions set forth herein – including, but not limited to, the duration of Program Period and Special Programs (Section G), methods by which Enrollees may collect points, and the number of points that may be redeemed through the Program, and any of the options made available to Enrollees with respect to their Accounts, at any time, with notice, even though these changes may affect an Enrollee's ability to accrue or use his/her points. Sponsor reserves the right to terminate or temporarily suspend the Program at any time, for any reason, with notice, even though termination may affect an Enrollee's ability to accrue or use his/her points. In the event of an early termination, Enrollees will have 30 days from date Program termination is announced to redeem their points. If the Program expires as scheduled, Enrollees will have until the end of the Redemption Period to redeem their points.

An Enrollee's continued participation in the Program constitutes the Enrollee's acceptance of any changes to these Terms and Conditions. Enrollees are responsible for remaining knowledgeable of any changes that Sponsor may make to these Terms and Conditions. The most current version of these Terms and Conditions, which will indicate the date they were last updated, will be available at the Website and will supersede all previous versions of these Terms and Conditions.

General Terms and Conditions

To learn how the personal information collected in connection with the Program may be used, participants should read Sponsor's Privacy Policy at tuttabella.com.

The Sponsor reserves the right to discontinue the participation privileges of any Enrollee who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Terms and Conditions or with any federal, state or local, laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated points. In addition, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

Sponsor reserves the right to rescind points credited to an Account which were obtained as a result of fraudulent activity or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software related to the Program. The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single Account for the purpose of accumulating points for combined use.

Points are not the property of an Enrollee and may be revoked at any time by Sponsor as set forth herein. Points may not be transferred or assigned, except as specifically permitted by Sponsor on the Website from time to time.

Sponsor is not responsible for any incorrect or inaccurate information supplied by any Enrollee participating in the Program.

All questions or disputes regarding eligibility for the Program, collecting or redemption of points, or an Enrollee's compliance with these Terms and Conditions will be resolved by the Sponsor in its sole discretion.

You consent to receive communications from Sponsor electronically, either by e-mail or by notices posted on the Website, as determined by Sponsor in its sole discretion.

Limitation of Liability

The Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Enrollee, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF TUTTA BELLA NEAPOLITAN PIZZERIA AND ITS RELATED COMPANIES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSEES, SHAREHOLDERS, JOINT-VENTURERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PROMOTION AGENCIES, AGENTS, SUCCESSORS, ASSIGNS AND SERVICE PROVIDERS MAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE SPONSOR IMPROPERLY DENIES AN ENROLLEE ANY POINTS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT NUMBER OF POINTS. BY PARTICIPATING IN THE PROGRAM, AN ENROLLEE WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

As a condition of participating in this Program, each Enrollee agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any Rewards obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Seattle, WA; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will any Enrollee be permitted to seek recovery for, and Enrollee hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Enrollee and the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington.

These Terms and Conditions constitute the entire agreement between Program participants and Sponsor pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect