

LEGAL TERMS & CONDITIONS

Thank you for choosing to participate in Daniel's Broiler's ("DB" "we", "us", "our") rewards program. Your participation in the rewards program (the "Program") is contingent upon your agreement with the following terms and conditions (the "Terms"), and any modifications thereto that we may make from time to time. You expressly agree to assume responsibility for reviewing these Terms for any updates or modifications. If you do not agree to any changes to the Program or these Terms, your sole remedy is to deactivate your account (and forfeit any unused points or rewards).

Reservation of Rights

We reserve the right, at our sole discretion, without providing any notice, to (a) suspend, change or terminate the Program, any individual promotion, or any member benefit, in whole or in part; (b) modify, limit or suspend the use and/or redemption of any participation credit, such as qualifying purchase credit, in any respect; (c) modify or change redemption procedures, including the amount of participation credit required for particular rewards; (d) modify, limit or suspend the collection of participation credit, including but not limited to imposing time limits and changes in participation credit values.

We may make these changes even though the changes may affect the value of member participation credits already accumulated at any time and from time to time. Your continued participation in the Program after any modification to the Program and/or these Terms will indicate your acceptance of any such modification.

Waiver

You expressly agree to waive and set aside your respective rights and obligations under any applicable law in the event of any termination of the Program or modification of these Terms to the extent that such law requires any judicial pronouncement for the termination of the Program or modification of these Terms.

Member Obligations

By submitting an application to enroll in the Program, or by taking part in the Program, you are expressly agreeing to be bound by these Terms, as they may be amended from time to time. You agree not to misuse Program privileges by engaging in conduct that is detrimental to us, including without limitation: (i) having multiple accounts; (ii) making purchases on the behalf of other members of the Program; (iii) participating in purchasing or redemption fraud; or (iv) using any robot, spider, other automatic device or manual process to transact with or monitor the Program. You agree to comply at all times with all laws, rules, and regulations that are applicable to you. You hereby acknowledge that you may only participate in the Program if and to the extent that such participation is permitted by all applicable laws, rules, and regulations, and that your application for enrollment is subject to our acceptance. We may refuse at any time to enroll you, or to restrict, modify, or terminate your participation in the Program without liability to you or any law, rule, or regulation. You agree to provide only accurate and true information to us at all times. You agree to comply with all of these Terms and with the terms of any affiliated and/or related programs, offers and promotions at all times. You agree to promptly notify us of any change in address, whether mail or email, by updating personal information on our website. You agree that your participation in the Program is entirely at your own risk.

LIMITATIONS OF LIABILITY

NONE OF SCHWARTZ BROS, ITS AFFILIATES, OR SUBSIDIARIES, PROGRAM AFFILIATES, SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (“ASSOCIATES”) SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “LOSSES AND DAMAGES”), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THESE TERMS; (II) THE PROGRAM OR THE WEBSITE; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM MADE BY US OR ANY ASSOCIATE OR ANY OTHER PERSON OR ENTITY; OR (VI) THE PURCHASE, REDEMPTION FOR OR USE OF ANY REWARDS WHETHER MADE AVAILABLE BY US, ONE OF OUR ASSOCIATES OR ANY OTHER PERSON OR ENTITY, OR OTHERWISE.

The foregoing limitations of liability shall apply whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis, even if we or our affiliates or our or their representatives have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

IN NO EVENT SHALL OUR AND OUR AFFILIATES’ MAXIMUM COMBINED AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED HEREIN EXCEED FIVE UNITED STATES DOLLARS (U.S. \$5.00).

Release of Claims

By participating in the Program you hereby agree: (i) to release us and all of our affiliates, subsidiaries, franchisees, Program partners, vendors, distributors and independent contractors, and each of their officers, directors, employees and agents from any and all liability, loss or damage incurred with respect to the issuance, receipt, possession, and/or use or misuse of any reward; (ii) under no circumstances will you be permitted to obtain rewards for, and you hereby waive all rights to claim, punitive, incidental, consequential, special or any other damage or loss, other than for actual out-of-pocket expenses; (iii) all causes of action or claims arising out of or connected with the Program, or any reward shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and rewards shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.

NO WARRANTY

THE PROGRAM AND THE WEBSITE ARE PROVIDED “AS-IS,” WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM AND THE WEBSITE.

Choice of Law, Mandatory Arbitration, and Venue

The Program (and any non-contractual disputes/claims arising out of or in connection with it) are subject to the laws of the State of Washington, United States of America, without regard to choice or conflicts of law principles. Further, you and DB agree to the jurisdiction of the King County, Washington to resolve any dispute, claim, or controversy that relates to or arises in connection with the Program (and any non-contractual disputes/claims relating to or arising in connection with them) and is not subject to the mandatory arbitration provisions below.

ARBITRATION AGREEMENT

This Arbitration Agreement applies only to users in the United States.

Dispute Resolution and Arbitration

You and DB agree that any dispute, claim, or controversy between you and DB arising in connection with or relating in any way to the Program or to your relationship with DB as a user of the Program (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Program) will be determined by mandatory binding individual (not class) arbitration. You and DB further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the this arbitration agreement or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Program.

Exceptions

Notwithstanding the above Section titled “Dispute Resolution and Arbitration”, you and DB both agree that nothing in this arbitration agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this arbitration agreement doesn’t stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

No Class Or Representative Proceedings: Class Action Waiver

YOU AND DB AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and DB agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for

relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Arbitration Rules

Either you or we may start arbitration proceedings. Any arbitration between you and DB will take place under the Consumer Arbitration Rules of the American Arbitration Association (“AAA”) then in force (the “AAA Rules”), as modified by this Arbitration Agreement. You and DB agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at 1-800-778-7879. DB can also help put you in touch with the AAA.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). DB's address for Notice is: 325 118th Ave S.E. Suite 106, Bellevue, WA 98005. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or DB may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or DB shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Enforceability

If this arbitration agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in the Section titled “Choice of Law, Mandatory Arbitration, and Venue” shall govern any claim in court arising out of or related to the Program.

Miscellaneous

These Terms constitute the entire agreement between you and us regarding your participation in the Program, your entitlement to earn rewards through the Program, and your entitlement to any other benefits of the Program, and supersede all prior agreements between us, whether oral or written, including, without limitation, all previous versions of these Terms. If any provision of these Terms (including limitations of liability) is held by a court of competent jurisdiction to be void, invalid, contrary

to law, or unenforceable for any reason, such provision shall be deemed changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms shall remain in full force and effect. We are the final authority as to the interpretation of these Terms and as to any other questions or disputes regarding the Program or any reward.