

Loyalty Program Terms and Conditions

Michaels Pizza Inc. ("Merchant" or "we" or "us"), offers a loyalty reward program (Michael's Pizza Loyalty Program) available to individuals who have an online account created and available through the Merchant websites, mobile sites, and/or mobile applications (collectively, the "Merchant Sites").

BY SUBMITTING THE REQUIRED MEMBERSHIP INFORMATION FOR THE LOYALTY PROGRAM, YOU AGREE TO THESE TERMS AND CONDITIONS ("TERMS"), AS THE SAME MAY BE UPDATED AND IN EFFECT FROM TIME TO TIME. **IF YOU DO NOT AGREE TO THESE TERMS, YOU HEREBY ARE GIVEN NOTICE THAT YOU MAY NOT PARTICIPATE IN THE LOYALTY PROGRAM.** Your participation in and use of the Loyalty Program and access and use of the Merchant Sites will constitute conclusive evidence of your continuing acceptance of these Terms.

1. **Loyalty Program Membership.** The Loyalty Program is a free rewards program offered by Merchant to individuals who are legal residents in the United States. Participation in the Loyalty Program is limited to individuals only and is limited to one account per individual. By submitting the required membership information and participating in the Loyalty Program, you certify that you are of sufficient age in the jurisdiction in which you live (generally at least 18 to 21) and are intending to create a binding legal obligation to agree to and comply with these Terms. Participation in the Loyalty Program requires Customers to provide a valid email address or mobile phone number. You agree that it is your responsibility to ensure that the information you provide to us is accurate and complete each time you use the Loyalty Program and that such information will not be false or misleading. You consent to the receipt of all reports, correspondence, and other information from us electronically to the information provided by you. We will not be responsible for your inability to connect to access the Loyalty Program or Merchant Sites or otherwise not to receive electronic communications. Electronic communications are presumed to be delivered to and received by you when sent by us, whether actually received or not.

2. **Loyalty Program Offers and Rewards.** After registering with the Loyalty Program, you will receive Loyalty Program offers for rewards, coupons, discounts, promotions, or other benefits from the Loyalty Program (each, a "Loyalty Offer"). A purchase may be required in order to use or claim a Loyalty Offer, and the applicable terms and conditions and expiration date of a Loyalty Offer will be disclosed in the description of the Loyalty Offer. Loyalty Offers made available to you are non-transferable. Lost or stolen Loyalty Offers will not be replaced.

3. **Changes; Termination; Removal from Loyalty Program.** Merchant may, in its sole discretion, at any time and without prior notification, alter, limit, change or modify these Terms or any Loyalty Offer; change, discontinue or limit access to the Loyalty Program or any functionality, feature, or other component of the Loyalty Program; or terminate the Loyalty Program entirely. You agree that you may forfeit any unredeemed Loyalty Offers upon termination of the Program. In addition, your participation in the Loyalty Program may be terminated if Merchant determines or suspects, in its sole discretion, that you have engaged in fraud, deception, gaming, malicious intent, or other abuse of the Loyalty Program, including without limitation submitting false or misleading information, or for any other reason, in addition to any other remedies available at law or in equity. If you object to any change or modification to the Loyalty Program, your sole recourse is to stop participating in the Loyalty Program. Your continued participation in the Loyalty Program will constitute conclusive evidence of your agreement to any such change or modification.

4. **Communications.** By registering yourself in the Loyalty Program, you consent that you will receive advertising, marketing materials, and other similar communications from Merchant to provide you with Loyalty Offers, which may include emails or SMS text messages. Applicable messaging rates for SMS text messages from your mobile phone provider may apply. If you do not wish to receive these messages, you can

update your registered information, email jessica@michaelspizza.pizza or call our customer care team at 931-358-6161, or use an unsubscribe mechanism in the messages. You can withdraw consent at any time. If you withdraw consent or unsubscribe, Merchant nonetheless reserves the right to continue to send messages where permitted by applicable law, such as operational or transactional messages.

5. **Access and Use of Loyalty Program.** You agree that the grant by Merchant to you of your access to and use of the Loyalty Program and the Loyalty Offers and associated services are for strictly personal use and not for resale or similar. Any other use is strictly prohibited. You agree that you will not, and will not permit others to, provide any unauthorized third party with access to the Loyalty Program; modify, reverse engineer, reverse assemble, or decompile the Loyalty Program, Merchant Sites, or do anything similar; or engage in any activity that does not comply with all applicable federal, state, provincial or local law or other applicable law and regulations, or otherwise engage in any illegal, manipulative or misleading activity through your access to or use of the Loyalty Program or any Loyalty Offer. You will maintain the confidentiality of any access credentials by which you access the Loyalty Program, and will not allow access to the Loyalty Program or the Merchant Sites by any other person, network, expert system, electronic agent, “bot”, or other automated means.

6. **Privacy.** You acknowledge that in order to administer the Loyalty Program, we may collect information about you and your use or claim of any Loyalty Offer. This includes personal information you give us, such as your name, email address or mobile phone number, and any other personal information. This may also include the Merchant Sites using cookies which must be enabled in your web browser. Merchant uses the information collected to administer the Loyalty Program, including in the case of your use or claim of a Loyalty Offer, and otherwise in accordance with the Merchant’s privacy policies and practices. Merchant may disclose such information (a) to our representatives and agents; (b) to third parties, in connection with the Loyalty Program and/or our operators, vendors, or service providers of the Loyalty Program and Merchant Sites; (c) to comply with applicable law or regulations or requests, orders or subpoenas from courts of law or any regulatory, legislative or administrative bodies; and (d) otherwise in accordance with Merchant’s privacy policies and practices. Merchant will provide additional information about its privacy policies and practices upon request.

7. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** TO THE FULLEST EXTENT PERMITTED BY LAW, MERCHANT, ON BEHALF OF ITSELF AND ITS PARENTS, SUBSIDIARIES; AFFILIATES, OPERATORS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND ALL THEIR RESPECTIVE RELATED OR AFFILIATED PERSONS OR ENTITIES (THE “**LOYALTY PROGRAM PARTIES**”) WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE LOYALTY PROGRAM OR USE OF ANY LOYALTY OFFER, INCLUDING DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE LOYALTY PROGRAM OR ANY LOYALTY OFFER. THIS IS INTENDED TO BE A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS ON LIABILITY SET FORTH HEREIN SHALL APPLY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, OR WHETHER IN TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BY AGREEING TO THESE TERMS, YOU WILLINGLY AGREE THAT YOU HAVE RELINQUISHED YOUR RIGHT TO SEEK THESE DAMAGES FROM THE LOYALTY PROGRAM PARTIES, OR ANY OF THEM, AND THAT THIS IS A REASONABLE ALLOCATION OF RISK AND A MATERIAL CONDITION TO YOUR PARTICIPATION IN THE LOYALTY PROGRAM OR USE OF ANY LOYALTY OFFER.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LOYALTY PROGRAM, LOYALTY OFFERS, AND MERCHANT SITES ARE PROVIDED ON AN “AS IS, WHERE IS” BASIS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, OR VALIDITY OF ANY MATERIALS RELATED TO THE FOREGOING AND DO NOT WARRANT THAT THE FUNCTIONALITY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE FOREGOING OR THE SERVER(S) THAT MAKE(S) THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE FURTHER DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY MERCHANT OR WITH RESPECT TO ANY LOYALTY OFFER.

8. **Intellectual Property Rights.** All Loyalty Program content, including without limitation all right, title and interest in and to all associated service marks, trademarks, logos, and other intellectual property rights, of Merchant and its suppliers and licensors used in connection with the Loyalty Program and any Loyalty Offer are and remain the exclusive rights of the respective party, and no license, express or implied, is granted to you.

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

10. **No Waiver.** Merchant’s failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Merchant in writing.

11. **Contact Us.** Because normal Internet email transmissions may not be secure, we request that you do not send us or request sensitive information such as account numbers, passwords, payment information, or similar via any public email system. We generally will acknowledge emails within one (1) business day, but we will not take actions based on your email request until we actually receive your email message and have a reasonable period of time to act. We will NEVER ask you for any private information (such as account numbers, passwords, social security numbers, etc.) for any of our services through an unsolicited Internet email. If you receive any such request, DO NOT respond to it. If you have any questions regarding the Loyalty Program please contact Customer Service at 931-358-6161 or jessica@michaelspizza.pizza.

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