

## ISLANDS RESTAURANTS REWARDS RULES

Islands Restaurants Rewards (the “Islands Rewards”) is a promotional rewards program (“Rewards”) offered as a reward for loyal guests, subject to the following terms and conditions (the “Rewards Rules”).

**These Rewards Rules are a legal and binding agreement between you and Islands which govern your use of, enrollment, and participation in Islands Rewards. Do not use or participate in Islands Rewards if you do not agree with these Rewards Rules.**

Islands may modify the Rewards Rules from time to time or as required under applicable law, with or without notice to you. Any changes to the Rewards Rules shall be effective as of the date indicated on the updated Rewards Rules.

### Content

All content (“Rewards App”) downloaded and/or displayed on the Rewards App is owned by Islands and protected by copyright, trademark, and/or other intellectual property rights. Islands grants you a personal, non-exclusive, non-transferrable, limited right to access, use, and download the Rewards App for non-commercial purposes. You may not copy, distribute, transmit, publish, license, modify, create derivative works from, or sell the Rewards App or any of its content. You agree to use the Rewards App in accordance with these Rewards Rules and all applicable laws and regulations.

### Eligibility

Enrollment in Islands Rewards is open to any person who, (i) is a legal resident of the United States; (ii) is at least 13 years of age at the time of enrollment; (**Islands Rewards is not intended for use by anyone under the age of 13. If you are between the ages of 13 and 18 you may only participate in Islands Rewards with the consent and under the supervision of a parent or legal guardian who agrees to be bound by these Rewards Rules**); and, (iii) has a valid email address and smart device. **Employees of Islands Restaurants, L.P. are not eligible and may not enroll in Islands Rewards.**

### Enrollment

There are no membership fees associated with Islands Rewards. To enroll in Islands Rewards and establish your Islands Rewards Account (become a “Member”), visit [www.islandsrestaurants.com](http://www.islandsrestaurants.com), from the applicable App store, download the Islands Rewards App and sign up by completing the enrollment form. Your Islands Rewards Account is personal to you and may not be sold, transferred, assigned to, or shared. Only one Islands Rewards Account per person is permitted. Islands may send you Islands Rewards information and promotional offers in the form of push notifications, email, or other communication methods you select at enrollment in Islands Rewards. You may email [rewards@islandsrestaurants.com](mailto:rewards@islandsrestaurants.com) to update your contact information or communication preferences at any time. Please review our Privacy Policy at [www.islandsrestaurants.com](http://www.islandsrestaurants.com) (“Privacy Policy”) incorporated herein which governs your use of the Islands Rewards App and the privacy practices of Islands. Islands reserves the right to audit any Islands Rewards Account at any time. Standard text and messaging rates apply for which you are responsible.

In connection with your enrollment you agree to, (i) provide true and accurate information; (ii) promptly update your information to ensure it is true and accurate; (iii) maintain the confidentiality of your

information and your log-in information including your password; (iv) to promptly notify Islands immediately of any unauthorized use of your Rewards Account, your log-in, or any other breach of security; and, (v) not use the Rewards Account or log in information of anyone else.

## **Rewards**

Members earn Islands Rewards Points (as defined hereafter) for dine in and take-out purchases at select Islands locations (together, "Eligible Purchase(s)"). When making an Eligible Purchase in store or through online take-out, notify your server that you are a Rewards member to receive points. When making an Eligible Purchase through the mobile app, points will automatically be added to your account. No Points will be earned on purchases made through third-party delivery service providers, taxes and/or gratuities, or on purchases of alcohol and/or gift cards.

For each \$1.00 spent on Islands food and beverages (excluding tax, gratuities, gift cards, and alcohol) one (1) reward point ("Point" and/or "Points") is earned. Additional Points may be earned through special promotions. Points earned for a particular Eligible Purchase will generally be reflected on the bottom of your receipt and in your Islands Rewards Account within twenty-four (24) hours of completion of an Eligible Purchase. For discounted Eligible Purchases, points will be earned on the discounted amount of the Eligible Purchase. If you fail to use the Rewards App or tell the cashier you are a Rewards Member, you may email a photo of your receipt to [rewards@islandsrestaurants.com](mailto:rewards@islandsrestaurants.com) within forty-eight (48) hours of the Eligible Purchase to receive Points.

## **Redemption of Points/Rewards**

### **Rewards**

- Members receive one (1) free order of chips and salsa upon joining as a welcome reward.
- For every 250 points accumulated, Members will receive one (1) free entrée\* (\*substitutions/menu changes excluded).
- Rewards not redeemed within thirty (30) days of issuance will be forfeited.

### **General Redemption Terms**

- Only one (1) Reward may be redeemed per transaction.
- Rewards may not be combined with any other discounts or coupons.
- Rewards are not a gift card, debit or credit card and you have no property or other legal interest in the Rewards. Rewards are promotional, have no cash value, and may not be redeemed for cash, cash equivalent products, taxes, gratuities, or gift card purchases. There is no cash surrender value for unused Rewards.
- In addition to those earned by accumulating Points at time of purchase, Rewards may be awarded as a Member welcome, to recognize a Member birthday, and at such other times as Islands may, at its sole discretion, deem appropriate. Islands may modify the Rewards or substitute Rewards with Rewards of comparable value at any time with or without notice.

### **Modification/Suspension/Termination of the Rewards or Member Rewards Account**

Islands may also, at its sole discretion at any time and for any reason, terminate, modify, or suspend the access to or operation of the Islands Rewards App or any portion thereof including, but not limited to, (i)

maintenance and support purposes; (ii) modify the requirements for earning Points; or, (iii) modify any Reward or any other feature of the Rewards. Upon termination of the Rewards each Member must redeem accumulated Rewards within ninety (90) days of the Rewards termination date which will be posted at [www.islandsrestaurants.com](http://www.islandsrestaurants.com).

Islands may terminate and/or restrict use of and access to the Rewards Account of any Member if, in our sole discretion, we determine any Member, (i) has violated the Rewards Rules; (ii) has not earned Points or otherwise has been inactive for 365 days; or, (iii) has established more than one Rewards Account or uses his or her Rewards Account in a manner that is unauthorized, deceptive, fraudulent, or unlawful.

### **No Warranties/Limitation of Liability**

By enrolling in Islands Rewards, Members agree that the Rewards are provided on an “as is” and “as available” basis and Islands, its officers, employees, directors, partners, and members (collectively, “Released Parties”) expressly disclaims all representations and warranties of any kind, whether express or implied, including, but not limited to the implied warranties of title, non-infringement, accuracy, merchantability, or fitness for a particular purpose. Without limiting the foregoing, Islands does not guaranty the Rewards will be error-free, uninterrupted, free of viruses or other harmful components, or that any defects will be corrected. You agree the Released Parties shall not be liable for any damages whether direct or indirect and whether in contract, tort, strict liability, or otherwise arising out of or in connection with the Rewards. **CAUTION:** any attempt by a Member to deliberately damage or undermine the operation of the Rewards is a violation of criminal and/or civil laws and should such attempt be made, Islands may seek damages and other remedies to the fullest extent permitted by law.

### **Email Communications, Text Messages and Push Notifications**

By visiting or downloading the App or sending us emails you are communicating electronically. You agree that all communications that we send you electronically, including, but not limited to, agreements, notices, disclosures, and Rewards updates, satisfy any legal requirements that such communications be in writing and any such notices are deemed to be given and received on the date transmitted.

By enrolling in Islands Rewards, you authorize Islands, our subsidiaries and affiliates, and our third-party contractors engaged in connection with the Rewards, to contact you via email or text message regarding the Rewards including periodic updates about the Rewards and other Islands announcements and promotions. You may opt out of receiving such communications by emailing us as [rewards@islandsrestaurants.com](mailto:rewards@islandsrestaurants.com) If you opt out, you authorize Islands, our subsidiaries and affiliates, and third-party contractors to send you an email and/or text message confirming opt out. Similarly, upon download of this App, you may have the option to opt in or out of push notifications from Islands Rewards on your device. This may include promotional communications, offers and system messages pushed to your device or within the App mailbox (“Push Notifications”). You may, at time following download of this App, opt out of receiving Push Notifications. Allowing or disabling push notifications is controlled through your device’s native settings.

- For iPhone Users: From an iOS device, go into Notifications under Settings to configure notifications for the Islands mobile app.

- For Android Users: From an Android device, go to Settings to configure notifications for the Islands mobile app.

## **Privacy**

By enrolling in Islands Rewards, you authorize Islands, our subsidiaries and affiliates, and our third-party contractors engaged in connection with the Rewards to share information about you and your Rewards Account among one other as necessary to effect, administer, enforce, service, maintain, and fulfill the Rewards. Any personal information collected about you in connection with the Rewards is subject to our privacy policy available at [www.islandsrestaurants.com/privacy-policy/](http://www.islandsrestaurants.com/privacy-policy/).

## **Governing Law and Venue**

Islands Rewards and its interpretation, validity, performance, and enforcement will be governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction of the federal and state courts in San Diego, California in any action or claim arising out of, under, or in connection with the Rewards. In the event any party shall be required to commence any action or proceeding against the other party in connection with the Rewards, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's actual attorney's fees and costs, including but not limited to expert witness fee, witness fees, and all other fees and costs whether or not the proceeding or action proceeds to judgment.

## **Severability**

Should a court of competent jurisdiction find any of the provisions of these Rewards Rules to be unenforceable, such provision will be enforced to the maximum extent permissible so as to give the intended effect thereof and the remainder of the provisions will continue in full force and effect.