

**Gold Star Rewards
Terms and Conditions**
(Effective February 18, 2024)

PLEASE READ CAREFULLY. By accessing, enrolling, or participating in the Gold Star Rewards Program, you agree to these following Terms and Conditions (“Terms”). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN THE PROGRAM.

Gold Star Rewards (the “Program”) is a loyalty program offered by Gold Star Chili, Inc. and its subsidiaries and affiliates (“Company”, “we”, “us” and “our”) through which individuals (“Participants” or, individually, a “Participant” or “you” or “your”) will have the opportunity to earn digital “Points” which can be redeemed for “Rewards” by food purchases participating Gold Star restaurant locations and by taking other actions we identify. Complete information on Points and Rewards will typically be posted at (<https://www.goldstarchili.com>) (“Website”) or via our mobile application (“Application”).

TERMS OF USE & PRIVACY POLICY: These Terms are in addition to the following standard terms and conditions (“Standard Terms”) which also apply to your participation in the Program: [Privacy Policy](#) and the [Terms of Use](#), each of which are also posted at <https://www.goldstarchili.com>. The [Terms of Use](#) and [Privacy Policy](#) are a part of these Terms as if separately included below and should be carefully reviewed before accepting these Terms. By participating in the Program, you accept the [Terms of Use](#) and [Privacy Policy](#) which include, among others, Limitations on Liability, Disclaimer of Warranties, as well as terms regarding the collection and use of your information (name, email address, etc.).

BY ACCEPTING THESE TERMS, YOU ARE AGREEING TO THE MANDATORY ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER CONTAINED IN THE TERMS OF USE, AND THESE TERMS FULLY APPLY TO YOUR PARTICIPATION IN THE PROGRAM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT PARTICIPATE IN THE PROGRAM.

UPDATES: You agree that we may provide updates, notices, disclosures and amendments to these Terms, and other information relating to the Program by electronic means, including posting such information and materials online the Website or in the Application, or sending them to you by email.

A. Eligibility & Registration

1. **Eligibility:** The Program is open to legal residents of the fifty (50) United States (and the District of Columbia) who are at least eighteen (18) years of age in their jurisdiction of residence at the time of entry. The Program is not targeted towards, nor intended for use by, anyone under the age of eighteen (18). Corporations or other entities or organizations of any kind are not eligible to participate in this Program. The Program is void where prohibited. We reserve the right to restrict participation in the Program by our employees and/or that of our suppliers or vendors.
2. **Enrollment:** Participants may enroll in the Program by any of the following methods: (a) the Website; or (b) our Application. We reserve the right to, from time-to-time, modify how and where Participants can register for the Program, including offering additional registration locations. To register, you will be required to provide your first name, last name, birth date, a valid email address, telephone number, and other reasonable information we may request. The successful completion of your registration in the Program will result in the creation of an account (“Rewards Account”).

Only the individual listed as the Rewards Account holder will accrue Points and will be entitled to Rewards. A Participant may only create one (1) Rewards Account. In the event that a Participant creates multiple Rewards Accounts, Company may, at its discretion, elect to merge the accounts and the Points earned to date, cancel one of the accounts, or cancel both accounts. To

request a merger of multiple inadvertently created accounts into one (1) Rewards Account, you may contact us at appfeedback@goldstarchili.com.

3. Participant's Personal Information: The collection, use and disclosure of Participants' personal information is subject to our [Privacy Policy](#). To learn what information is collected and how Company will use the personal information collected in connection with the Rewards Account and/or this Program, read our [Privacy Policy](#) as well as the Notice of Financial Incentive in Section F below.
4. Company's Communications: By signing up for this Program, Participants agree to receive email messaging regarding account information, balances and material and other changes to the Program to the email address associated with Participant's Rewards Account, as well as advertising and marketing material from Company. Participants may unsubscribe from Company emails at any time via the unsubscribe link in those emails; provided, however, if you unsubscribe from Company's emails, you may no longer receive email updates about Program benefits. Even if you unsubscribe from marketing communications, you may still receive communications relating to the administration of your account and the Rewards Program. Each Participant shall be responsible for ensuring that their contact information remains current in their Rewards Account. Your Rewards Account is tied to the email address you used to enroll. Contact us at appfeedback@goldstarchili.com BEFORE making any decisions to terminate/cancel the email address associated with your Rewards Account to discuss what options, if any, may be available in transferring your Rewards Account to a new email address.
5. Participant's Rewards Account: Participant is responsible for maintaining the confidentiality of and for restricting access to their Rewards Account and associated credentials, including, but not limited to, its password. Participants are responsible for all activities taken within their Rewards Account.

B. Pause or Termination of Participant's Rewards Account

1. Without limiting any other remedies, Company may, without prior notice to Participant, pause or terminate a Participant's Rewards Account, or deem a Participant ineligible from earning Points, if Company suspects that a Participant has engaged in unauthorized, deceptive or fraudulent activity, conduct that is detrimental to Company, including the resale of receipts, or any action that violates the intent of these Terms. Company shall be the sole arbiter in such cases, and any decision it makes relating to a pause or termination of a Participant's Rewards Account shall be final and binding. Rewards Accounts may be paused for investigation and, while paused, a Participant may not earn Points or redeem Rewards.
2. Rewards Account Termination: Rewards Accounts can be terminated for any of the following reasons: (a) a Participant requests that Company terminate the Rewards Account; (b) Participant is deceased; (c) Participant fails to respond to repeated attempts by Company to contact them regarding the status of their Rewards Account; (d) Participant relocates to a jurisdiction outside of the stated eligibility; (e) a Rewards Account appears to be duplicative; (f) the Rewards Account has been inactive for a one (1) year period (inactivity is defined as no Points earned during such one (1) year period), or (g) Company believes or determines, in its sole discretion at any time, that Participant has engaged in unauthorized, deceptive or fraudulent behavior, conduct that is detrimental to Company, the Program, or that violates of the letter or intent of these Terms. If a Participant's Rewards Account is deactivated, the Participant will forfeit all Points accrued to date. In addition, Company is entitled to invoke any rights or remedies available to Company in law or equity against Participant. You agree that Company is not liable to you or any third party for any termination or suspension of your Rewards Account or for blocking your use of our Program.

C. Earning Points Toward Rewards

1. Points by Dollars Spent: Participants may earn ten (10) Points for each \$1 spent at participating restaurant, excluding gift card purchases (a “Qualifying Purchase”). The dollar amount eligible to earn a Reward will be based upon the post-discount net price of the Qualifying Purchase, excluding tips, taxes, delivery fees and other charges, and will be rounded down to the nearest dollar. Points are subject to forfeiture if the Qualifying Purchase is returned. Purchases made prior to creating a Rewards Account are not eligible to earn Points.
2. Earning Points. Participant can earn Points for dine-in, drive-thru or carry out restaurant purchases by the following two (2) possible methods:
 - (a) At the Register. To earn Points at the register, Participant must complete the following steps:
 - (i) Participant must first sign into their Rewards Account; then
 - (ii) Proceed with making a Qualifying Purchase; and
 - (iii) Upon payment at the cashier/ register stand, do one of the following:
 - (1) present the QR code (via the Scan button on the app home screen) or
 - (2) provide the cashier with the telephone or email used to sign up for the Rewards Program.

To earn Points for website or in-application purchases, Participant must first sign into their Rewards Account and then proceed with making a Qualifying Purchase.

- (b) Receipt Input. To earn points by inputting a receipt, Participants must complete the following steps:
 - (i) Participant must first be registered for the Program and have an active Rewards Account; then
 - (ii) Proceed with making a Qualifying Purchase;
 - (iii) Upon payment, retain the receipt showing the Qualifying Purchase; and
 - (iv) Within three (3) days of the applicable Qualifying Purchase, Participant must sign into their Rewards Account and input the receipt into their Rewards Account.

Receipts acquired prior to registration for the Program will not be eligible to earn Points.

3. Requesting Points: If a Participant does not provide their registered email address or phone number when making a purchase in-store, or does not sign-in to their Rewards Account before making a purchase on the Website or in-Application, and for some reason cannot input their receipt into their Rewards Account, the Participant may still be able to earn Points for their Qualifying Purchase by contacting us at appfeedback@goldstarchili.com and providing the information we request; provided we do not guarantee that we will be able to accommodate the request.
4. Other Point or Reward Earning Activities: Company may also offer bonus Points or Rewards through promotional offers to some or all Participants for identified time periods, including as prizes in chance to win games. There will be individualized terms and conditions or official rules for each such offer which will include what action to take to earn Points/Rewards and other limitations or restrictions. Company may notify eligible Participants of these offers by posting

information on the Website, in-Application, in restaurants, or via push notifications, text notifications (if the Participant has opted-into text messaging from Company), and/or to the email address associated with their Rewards Account.

5. Limits: There is no limit to the number of Points a Participant may have in their Rewards Account at any given time. A Participant may not earn Points on more than four (4) Qualifying Purchases in one (1) twenty-four (24) hour period starting from the first Qualifying Purchase in the same twenty-four (24) hour period.
6. Crediting Points and Claims for Missing Points: Company will attempt to credit Participants' Rewards Accounts with Points on a timely basis. However, each Participant shall have the responsibility of ensuring that their Points are properly credited. Any claim for Points not credited accurately must be received by Company within thirty (30) days of the date of claimed accrual of such Points, or the disputed Points shall no longer be valid. In order to make a claim for disputed Points, contact us at appfeedback@goldstarchili.com. The timeframe for issuance of disputed Points depends on the nature of the issue and can take up to thirty (30) days.
7. Removal of Points: Company reserves the right to remove Points from a Rewards Account if it determines that such Points were improperly credited to the Rewards Account, or were obtained fraudulently or otherwise in violation of these Terms.
8. Points Awarding Decisions: Company reserves the right to require proof of Points earned, including, but not limited to, physical receipts for Qualified Purchases. Company's decisions regarding the awarding of Points are final and binding.
9. Program Modifications: Company reserves the right to change the Qualifying Purchases and/or the number of Points awarded per dollars spent or the other activities described above at any time during the Program. Company further reserves the right to change, add or remove the methods by which Participants can earn Points.

D. Redeeming Points for Rewards

1. Rewards. Participant may view total possible available rewards, as well as their earned rewards via the app (under Rewards on the home screen); or, if not using the Gold Star Rewards app, they can view at goldstarchili.com/Rewards; or at other locations posted by Company. Points cannot be redeemed for gift cards. Company reserves the right to add, remove or modify the available Rewards, as well as their corresponding Point values, at any time for any reason. If for any reason a Reward becomes unavailable or cannot be fulfilled, Company, in its sole discretion, will replace the Reward with one of equal or greater value. No refunds will be provided on any Reward. Participants are responsible for all costs and expenses associated with the use of any Reward that are not stated as being provided. Participants may not substitute, assign or transfer Points or a Reward or redeem Points or a Reward for cash. All Reward details are at Company's sole discretion.
2. Limits. Unless we otherwise allow, only one (1) Reward is permitted per transaction. Company may further limit or cap the dollar value of any available Reward and/or limit the number of Rewards that can be redeemed by day or other time period. Point redemptions and/or Rewards may not be combinable with other discounts or offers. Points redeemed in the purchase of an item that is later returned will not be credited to the Participant's Rewards Account. Those Points are forfeited upon return of the item.

E. Points and Rewards: Value, Expiration, & Forfeiture

1. No Cash Value or Transferability: Points and Rewards do not constitute property, do not entitle Participant to a vested right or interest and have no cash value. As such, Points and Rewards are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon

death, as part of a domestic relations matter or otherwise by operation of law. The sale or transfer of Points, receipts used to claim Points, or Rewards is strictly prohibited. Points, receipts used to claim Points, or Rewards may not be sold on any secondary market, and any transfer of the same to a secondary market shall be deemed void. Any Points remaining in a Participant's Rewards Account if the Program is canceled will be forfeited without compensation. There shall be no carry over or transfer of Points to other Company programs, unless otherwise determined by Company in its sole and absolute discretion. As such, all Points and Rewards are only associated with the email address and/or phone number of the Rewards Account.

2. **Point Expiration:** Points will expire 365 days after they were earned, if no purchase has been made in that 365 days.

F. Notice of Financial Incentive.

In connection with the Program, we may offer financial incentives and/or price or service differences ("Incentives") to Participants in exchange for our use of your personal information. To offer these Incentives, we must collect the personal information you provide when you sign up or engage in activities in connection with the Program, such as your email address, referral activity, purchase history, and engagement with Company ("Company Rewards Data") so that we can follow your participation in and your engagement with the Program, as described in these Terms and the [Privacy Policy](#). The value of Company Rewards Data is calculated by determining the approximate additional spending per Participant, per year compared to individuals who have not participated in Program. The value of Company Rewards Data is reasonably related to the costs associated with offering the Incentives. You can withdraw from or cancel your enrollment in the Program at any time by contacting us at appfeedback@goldstarchili.com or exercising any cancellation option we make available in your Rewards Account.

J. General Terms and Conditions

1. Participants are responsible for the payment of all taxes which may result from participation in the Program.
2. Company reserves the right to pause or discontinue the eligibility of any person who uses or is suspected of using the Program in a manner inconsistent with these Terms or with any federal or state laws, statutes or ordinances. In addition to pause or discontinuance of Program eligibility, Company shall have the right to take appropriate administrative and/or legal action against such persons, including criminal prosecution, as it deems necessary in its sole discretion.
3. Any attempt by a person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Company may seek damages from any such person to the fullest extent permitted by law.
4. Company's failure to enforce any provision of these Terms shall not constitute a waiver of that or any other provision.
5. All questions or disputes regarding eligibility for the Program, the accrual of Points, the availability of Rewards, or a Participant's compliance with these Terms will be resolved by Company in its sole discretion. By participating, Participants agree that all decisions made by Company or its designated agents regarding the Program, Points, Rewards or Participant's eligibility are final.
6. Neither Company nor its agents are responsible for any incorrect or inaccurate information supplied by Participants regarding the Program.
7. Participants are responsible for maintaining updated contact information in their Rewards Account.

8. The Program is subject to all applicable laws and regulations.
9. These Terms shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws rules. Any legal or arbitration proceedings against Company that may arise out of, relate to or be in any way connected with our Program or these Terms shall be brought exclusively in Hamilton County, Ohio, consistent with the Dispute Resolution & Mandatory Arbitration provision in our [Terms of Use](#). Where such dispute is permitted to be heard via the courts, such dispute shall be heard in the state and federal courts applicable Hamilton County, Ohio, and you waive any jurisdictional, venue or inconvenient forum objections to such courts.
10. Except where specifically stated otherwise, if any part of these Terms is unlawful or unenforceable for any reason, only that part of the Terms shall be stricken and the remaining terms in the Terms shall not be affected.

K. Limitation of Liability

1. UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES (COLLECTIVELY, "COMPANY PARTIES") BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE PROGRAM THESE TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR PROGRAM INCLUDING, WITHOUT LIMITATION, SERVICE CONTENT IS TO STOP PARTICIPATING IN THE PROGRAM. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY REWARDS.
2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF ALL OF THE COMPANY PARTIES EXCEED THE LESSER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY COMPANY DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH OUR PROGRAM OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
3. In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

L. Changes

1. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Program or to modify these Terms.
2. Modifications to these Terms will be effective immediately upon notice, either by posting on the Website, on our Application, or by email message. It is your responsibility to review the Terms from time to time for any changes. you waive any right you may have to receive specific notice of any changes, and your access and use of the Program following any modification of these Terms signifies your assent to and acceptance of the same. If you object to any subsequent revision to the Terms, immediately discontinue use of the Program and, if applicable, terminate your Rewards Account.

