



## TERMS AND CONDITIONS

This GRUB LOVE (the "App") rewards program is offered by HiBar Hospitality Group, LLC and/or its subsidiaries, licensees and affiliated companies "GRUB". These Terms and Conditions ("Terms and Conditions") apply only to this App and the Rewards Program (as defined below) offered herein, and not to any other website, mobile app, product, service, or program offered by us. These Terms of Use are a legal and binding agreement between you and GRUB governing your use of this App, which includes its content, information, services, and features.

Please read these Terms and Conditions, which apply to your use of this App and enrollment and participation in our Rewards Program. If you do not agree to these terms, then do not use this App or participate in the Rewards Program.

### Modifications

We may modify these Terms and Conditions from time to time. When we do, we will notify you by email or otherwise as required under applicable law. It is therefore very important that you update your account information or notify us when your email address changes. Any changes to this Terms and Conditions will also be posted here. Your continued use of the App or participation in the Rewards Program after any modification confirms your acceptance to the modifications.

Additionally, GRUB may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to this App or any portion thereof; (2) change, revise, or modify this App or any portion thereof; (3) interrupt the operation of this App or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the App; and/or (5) terminate the authorization, rights, and license given above. Upon any termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the App.

### Content & Use

This App and all content, information, and other materials featured, displayed, contained, and available on this App (collectively, the "Content") are owned by or licensed to GRUB and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights. Subject to your compliance with these Terms and Conditions, GRUB grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download this App for noncommercial purposes only. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, this App or its Content.

You agree to use this App and the Content in accordance with these Terms and Conditions and all applicable laws and regulations. GRUB may prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to this App, the Content, users, us,



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our brand, or any other person or entity, or that violates these Terms and Conditions and/or applicable law.

### Rewards Program

GRUB offers the GRUB LOVE Rewards Program (the "Rewards Program") to reward and thank our loyal restaurant customers. The Rewards Program is available to enrolled members at participating GRUB restaurants in the United States. Rewards accumulated under the Rewards Program are promotional and have no cash value. There are no membership fees associated with the Rewards Program.

**Eligibility:** You may enroll in the Rewards Program if you: (1) are a legal resident of the United States; (2) at least 13 years of age at the time you enroll; (3) have an active, valid e-mail address; and (4) are a human being. No corporations, partnerships, limited liability companies, or other legal entities can participate in the Rewards Program.

The Rewards Program is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use the Rewards Program under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions.

**Enrollment/Rewards Account:** You can enroll in the Rewards Program and create a Rewards account ("Rewards Account") in one of the following ways:

1. Download the Grublove app from App Store or Google Play Visit the GRUB website located at [www.grubburgerbar.com](http://www.grubburgerbar.com) or
2. Through your Facebook account using the App.

Your Rewards Account is personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others. You may have only one (1) Rewards Account.

As a part of the Rewards Program, GRUB will send you transactional, informational, and promotional messages and/or offers. These communications may happen in the form of push notifications through the App, email, and/or any other ways you may have selected when you enrolled in the Rewards Program. If your contact information changes, or if you wish to change your contact information or the method by which we send you messages, please log into your Rewards Account and update your contact information or preferences.

**Rewards:** You will earn and receive points (as defined below) toward Rewards (as defined below) as follows:

**Qualifying Purchases:** Members will earn and receive points toward Rewards by making qualified purchases at participating GRUB restaurants and scanning the bar code on the receipt



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from your purchase with the built in scanner in the App or uploading a photo of your receipt within 7 days of your purchase. You will earn one point per \$1 spent each visit.

To receive points for a qualified purchase, use a QR code scanner at the register from your purchase with the built in scanner in the App or scan the bar code on the receipt within 7 days of your purchase. After this verification, the points to which you are entitled will be applied to your Rewards Account. You can track the points and Rewards you have already earned and that you may earn in the future by logging into your Rewards Account History.

**Social Media Sharing & Referral Bonuses:** You can also receive an extra (10 points) for every Facebook friend you refer who joins our Rewards Program and starts earning points. Your extra points will not be awarded until the referred member enrolls in the Rewards Program using your invite code and earns their first points.

You can also share your GRUB experience on your personal Facebook page through the App. You have the option to make your comment public, but please note that by making your comment public, we may use your comment on the GRUB website, Facebook page, and/or other social media outlets.

**Rewards:** By accumulating 50 points in your Rewards Account, you will earn \$5 (a "Reward"), which you may redeem at participating GRUB restaurants. The Reward will be valid for 90 days. Once you earn a Reward, you may start accumulating points towards another Reward. You may redeem up to \$50 in Rewards per visit regardless of the number of Rewards you have earned in your Rewards Account. A Reward may not be combined with any other offer or coupon. Rewards are valid for 90 days. Points do not expire and will remain in your account until redeemed.

**Additional Rewards Program Terms:** GRUB reserves the right to terminate your Rewards Account and/or your participation in the Rewards Program if we determine in our sole discretion that you have violated these Terms and Conditions, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent, or otherwise unlawful. GRUB may, in its sole discretion, suspend, cancel, or combine Rewards Accounts that appear to be duplicative, and may refuse to allow you to re-enroll in the Rewards Program.

GRUB has the right at any time, with or without giving you prior notice, to:

- end or cancel the Rewards Program and/or any specific Reward;
- change any Reward or other Rewards Program benefit we offer;
- change the requirements for earning a particular Reward;
- change the time you have in which to earn a particular Reward; and/or
- change any other feature of the Rewards Program.



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If we end the Rewards Program, Rewards you have earned but not used will expire on the end date, and you may not redeem any Rewards or use any credits after the end date.

### Login and Registration

Certain features or services offered on or through this App may require you to complete a registration process and/or setup an account or login. In connection there with, you agree to (1) provide true, accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your login, including your password. You agree to notify GRUB immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by GRUB or any other App user or visitor due to someone else using your login as a result of your failing to keep your login information secure and confidential.

You may not use anyone else's account or login information. GRUB shall not be liable for any loss or damage arising from your failure to comply with these obligations.

### No Warranties

THIS APP, THE CONTENT, AND THE REWARDS PROGRAMS ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND GRUB HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, GRUB DOES NOT GUARANTEE THAT THE APP OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

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### Electronic Communications

When you visit this App or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this App. You agree that all

agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions.

### International Users

This App is controlled, operated, and administered by GRUB from offices within the United States of America. We make no representation regarding use of this App outside of the United States. You may not use this App or export any portion of it in violation of U.S. export laws and regulations. If you access this App from locations outside of the United States of America, you are responsible for compliance with all local laws.

### Governing Law/Venue

This App is governed by and subject to the laws of the State of Texas, USA and, where applicable, U.S. federal law, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction and venue of the courts located in Texas for any disputes arising out of these Terms and Conditions, the App, or the Rewards Program. Notwithstanding this provision, you agree that GRUB may apply for injunctive or other equitable relief in any court of competent jurisdiction.

### Privacy

Please review our Privacy Policy located at <https://grubburqerbar.com/privacy-policy/> (the "Privacy Policy"), which is incorporated herein and also governs your use of this App, to understand GRUB privacy practices.

### General Provisions

All or any of GRUB rights and obligations hereunder may be assigned to a subsequent owner or operator of this App in a merger, acquisition or sale of all or substantially all of GRUB assets. If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms and Conditions or any portion thereof 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 these Terms and Conditions will continue in full force and effect. GRUB failure to act with respect to a



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breach by you or others does not waive GRUB right to act with respect to that breach or subsequent or similar breaches.

### Questions

If you have any questions regarding the App, the Rewards Program, and/or these Terms and Conditions, you can contact us at: 979-776-0781 x 101