

May 3, 2016

## TERMS & CONDITIONS

The Zinburger VIP Loyalty Program (the "Program") is a promotional program that is offered as a benefit for Zinburger guests, subject to the following terms and conditions (the "Program Rules"). The Program is sponsored by The Briad Group, LLC ("TBG") and is administered by Paytronix, ("PT"), an independent contractor not affiliated with TBG. TBG may change these Program Rules from time to time with or without notice to you, including the number of points required to obtain any particular reward, by posting a revised version of the Program Rules on this website. Any changes will be effective prospectively as of the date noted when the updated Program Rules are posted. It is your responsibility to review the Program Rules from time to time to be aware of any such changes. TBG reserves the right to approve, deny or revoke membership or the right to participate in the Program with respect to any person for any reason whatsoever, in TBG's sole discretion. TBG also reserves the right to cancel the Program at any time without notice.

### Enrollment/Point Accumulation:

- There is no fee to sign up for the Program, but eligible purchases and/or activities are required to earn and redeem points.
- Email address is required to sign-up and register for the program. After signing up, you may opt-out of promotional emails.
- Program members must register their accounts before points may be redeemed for rewards.
- Program points may be used at Zinburger locations owned by The Briad Group, LLC only.
- Individuals must be 18 years of age or older to participate in the Program.
- TBG employees and family members or people living in the same household as a TBG employee are not eligible to participate in the Program.

### Earning Points:

Points are earned at the rate of 1 point for each \$1.00 spent on food and beverages (excluding tax, gratuities, and alcohol) at Zinburger locations owned by TBG. Additional points may be made available through special promotional offers. Points earned will show up in your account as soon as you have completed any eligible transaction at a Zinburger Restaurant.

- Points may be earned for dine-in and take-out only. Points may not be earned on amounts associated with taxes, gratuities, and purchases of alcohol.
- On a purchase with a discount, points will be earned on the net discounted amount of the purchase.
- Any Federal, State or other tax liabilities are the responsibility of the Program member.
- Cards issued under the Program and Program points have no cash value.
- To earn points on their account, the guest must give their loyalty membership information to the server when they are completing their transaction at the restaurant so that the employee can look up the account and add the points. Points can only be added at the restaurant by an approved employee of TBG. Guests cannot self-add points to their account.

### Redeeming Points:

- Rewards are emailed to the email address you signed up with.
- Rewards are automatically issued when guest reaches 100 points. •For any "dollars off any meal" reward (for example, "\$10 off"), the reward may only be used on a meal costing more than the amount of the reward, net of all amounts for alcohol, taxes and gratuities.
- Unless otherwise required by law, no cash back will be paid on any reward.
- Rewards cannot be combined. Only one reward can be used per visit.
- Rewards cannot be used for gift card purchases.

### Gift Your Points:

Program members have the right to transfer their points to other Program members. To transfer points to another Program member, email [marketing@zinburger.com](mailto:marketing@zinburger.com). If you transfer points in your account to another Program member, you acknowledge that you are giving away that designated number of points.

### Points Expiration:

All points in any account inactive for 12 months will expire, and all points in an account terminated by TBG will immediately expire upon such termination. Points obtained through special promotional offers may have additional limitations, including limited time periods for you to use such points and/or accelerated expiration schedules.

### Termination of the Program:

TBG reserves the right to discontinue the Program at any time. When the Program is terminated, each Program member will be allowed to redeem any points in that member's account as of the stated termination date of the Program provided the member redeems such points within 90 days following the Program termination date.

### General:

If a card issued under the Program is lost, stolen, damaged or destroyed, the card may be replaced with the rewards balance remaining at the time the Program member has notified TBG that the card has been lost, stolen, damaged or destroyed. TBG may, in its discretion, modify the Program rewards or substitute rewards of comparable value without notice. TBG reserves the right to audit any Program account at any time.

### Marketing Communications:

By enrolling in the Program, you authorize TBG, our subsidiaries and affiliates, and our third-party contractors engaged in connection with the Program, to contact you regarding the Program, including periodic updates about the Program and other TBG announcements and promotions, via text message or e-mail. You may opt out of receiving such materials or messages by emailing

us at marketing@briad.com. If you opt out, you authorize TBG, our subsidiaries and affiliates, and our third-party contractors to send you an email and/or text message confirming your opt out.

#### Dispute Resolution:

The Program shall be governed by the laws of the State of New Jersey, exclusive of choice of law rules. Except where prohibited by law and as set forth herein, any action arising out of or relating to the Program shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a sole arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), which includes payment by TBG of many of the fees associated with such arbitration, whether initiated by TBG or you. The arbitration shall be held at a location in the state in which you live. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only TBGs or our individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary herein, if the amount in dispute arising out of or relating to the Program is less than the jurisdictional maximum of a small claims court applicable in the state in which you live, you may bring an action in such small claims court for such dispute, which shall be in lieu of arbitration or an action in any other court.

#### Privacy:

By enrolling in the Program, you authorize TBG, our subsidiaries and affiliates, and our third-party contractors engaged in connection with the Program to share information about you and your Program account among such entities (but not with any other third parties) as necessary to effect, administer, enforce, service and fulfill the Program.