

Chef John's Platinum Catering Club Terms and Conditions

Chef John's Platinum Catering Club ("Club") membership is open to all individuals 18 years of age or older legally residing in the United States. The program is intended for individual use only. Each individual is only allowed one membership. The purchase of a business pack constitutes individual memberships and only those individuals listed are members.

Members shall be bound by all the terms and conditions contained herein and by all applicable laws. All discrepancies in program terms and/or conditions shall be determined at the sole discretion of Chef John's, LLC ("Chef John's"). Federal and state tax liabilities, if any, shall be the sole responsibility of the Club member.

Members earn one point for every qualifying dollar spent on food, non-alcoholic beverages and gift certificates purchased at participating Chef John's locations (rounded down to the nearest dollar). Promotional point offers, including double or bonus points, may be subject to restrictions and black-out dates at the Club's discretion. Points are not earned when a gift certificate is redeemed. Points cannot be earned for purchases prior to membership.

Members are eligible to earn points provided they are enrolled in the program prior to booking the event. Points cannot be earned in conjunction with discounted or promotional menus or any other designated offer, discount, promotion or dollar-off, limited-time promotion. **Points will only be issued to the Chef John's Platinum Catering Club member who pays the bill. Memberships purchased after the event is booked are not eligible to earn points.**

Rewards may be used for food and non-alcoholic beverage purchases only. Rewards may not be used to purchase gift certificates, retail merchandise, rentals, staff or miscellaneous charges. Rewards may not be used for tax, service charges or gratuity. Points earned may be redeemed in any future transaction during the term of membership, subject to exceptions contained with these terms and conditions and may not be used or redeemed as part of the same transaction where the points were earned.

Earned Rewards: For every 10 points earned, a \$1 reward will be available to the member. The reward may be used in any dollar amount up to the value of rewards in the member's account.

Birthday Reward: Members will earn choice of a free birthday cake or 200 points on the first day of their birthday month that can be redeemed anytime during their birthday month. Birthday Rewards expire on the last day of member's birthday month.

All points are valid for as long as you are a member. Birthday Rewards expire at the end of member's birthday month. Expired points and rewards will not be extended or reinstated. Rewards will be applied when final balances are paid by member.

An annual membership fee is required to join the Club. Members will begin earning points with their first purchase. Membership fees are listed at www.chefjohns.net and memberships can be purchased at any one of Chef John's participating locations or by completing the membership application located online at www.chefjohns.net. Points are not earned for the membership fees. Your membership fee will renew automatically until cancelled by you.

Only the member to whom the membership is issued may earn points or redeem Rewards. The member must be paying for the food and non-alcoholic beverage to earn points. Memberships are issued to individuals only, not businesses or other entities or groups. The purchase of a business pack constitutes individual memberships and only those individuals listed are members. Individual members of business packs may not be changed during the membership year.

Club points (i) are nontransferable, (ii) have no cash value, (iii) may not be purchased, and (iv) are not redeemable for cash under any circumstance unless required by law. Accumulated points and rewards do not constitute property of the member, nor are accumulated points or rewards transferable by the member upon death, as part of a domestic relations matter or otherwise. Points and other benefits of the Club may be taxable to the Member where required by law.

Members must provide a valid email address and other information to register their account. The information provided during registration will not be sold or given to third parties (except for use for administration of the Club). By registering as a Club member, member accepts these program rules as they may be modified from time to time and published at www.chefjohns.net. Each time member participates in the program in any manner (earning points, redeeming rewards, accessing the website, etc.), member agrees to the current published rules. In addition, by registering as a Club member, member consents to receiving periodic emails and account balance information from the Club. Members may unsubscribe to these email notices, but the Club will not be able to inform such members about Club benefits, send reminders about member's points and rewards or provide other important Club information. Member is responsible for making any needed account information updates (email address, personal information, etc.). The birthdate that you provide at time of registration cannot be changed. Name changes to account require proof of identification. Exclusive offers, promotions and program updates will be emailed to members, and Club is not responsible for lost, delayed or undeliverable email.

To ensure delivery of Chef John's Platinum Catering Club emails to your inbox (not bulk or junk folders), please add platinumclub@chefjohns.net to your address book. Individuals are only allowed one membership. Multiple accounts by the same person are not allowed and will be terminated.

Chef John's is not liable for points or rewards lost due to fraudulent or unauthorized use, whether resulting from a lost card or otherwise. Illegal, fraudulent or other unauthorized use of Club membership, or other activity inconsistent with these terms and conditions, will result in termination of membership and/or forfeiture of earned points and/or rewards. Multiple accounts by the same person are prohibited and will be terminated. Chef John's reserves the right to audit membership accounts at any time.

Chef John's reserves the right, in its sole discretion, to modify the program terms, conditions and rewards without notice, or to terminate the program at any time upon 30 days notice. Chef John's reserves the right to change membership fees or membership requirements and benefits at any time. In the event the program is discontinued, any rewards earned prior to the member receiving notice shall be redeemable for a period of 30 days after issuance of notice of discontinuation of the program.

Members who cancel voluntarily may not reactivate their account but are eligible to open a new account without the benefit of the previously accumulated balance.

Chef John's further reserves the right to change participating locations at any time.

Employees of Chef John's and their spouses are ineligible for Club membership. Accounts identified as such will be immediately invalidated.

DISCLAIMERS; LIMITATIONS OF LIABILITY

This Agreement, including all documents referenced herein, represents the entire understanding between Chef John's and any member with respect to the Club and supersedes any other agreements, statements or representations. Any member of any portion of the Club is deemed to have accepted the terms and conditions of this Agreement.

We may change the terms of this Agreement at any time without notice or liability by posting a revised Agreement on the Club website located at www.chefjohns.net. Any change shall take effect immediately upon posting, unless otherwise provided. Members may view the current version of this Agreement at any time online at www.chefjohns.net.

BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement (including any breach hereof) or the Club shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude chef John's from seeking any injunctive relief in State or Federal courts for protection of its intellectual property rights (including such rights of its licensors).

GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement or the Club, or the rights and obligations of any member or us in connection with the same, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

ACKNOWLEDGEMENT

This Agreement, including all documents referenced herein, represents the entire understanding between Chef John's and any member of the Club with respect to the Club and supersedes any other agreements, statements or representations. Any member of the Club is deemed to have accepted the terms and conditions of this Agreement.

How to Contact Us

If you have any questions or comments about these Terms of Use, please contact us by:

Emailing us at: platinumclub@chefjohns.net

Writing to: Chef John's, LLC , P.O. Box 2897, Gilbert, AZ 85299

Terms of use are listed on www.chefjohns.net.

This Agreement was last modified on 1/29/2016.