LOCAL AND LOYAL REWARDS

PRIVACY POLICY

When you use our Website or related digital resources, personal information and other information about your online or in-store activity is recorded. We use this information to assess your preferences to provide you with the best guest experience possible. This information is not sold nor provided in any way to third parties for any purpose other than for analysis that is used internally by Concept Restaurants.

EARN POINTS AND REWARDS

Earn 1 point for each $1 spent

100 points = $10 Concept Cash, Concept Cash rewards will expire in 60 days after the date issued and can be used at any of our participating restaurants. Rewards earned will not be converted to Concept Cash for 24 hours.

Registration Reward – Receive 100 points for signing up, the points will be added to your on line wallet that you can use 24 hours after signing up. The Expiration date will be 30 days from signing up (Email confirmation is required)

You may receive other awards and promotion offers throughout the year communicated through email.

All terms are subject to change at anytime

DECLINING EMAIL OFFERS

When you join the Local and Loyal Club, you are required to provide your email address and phone number. We communicate with you on matters related to the program, including points accrued, rewards earned, as well as promotions and offers available. If you wish not to receive email messages from us, you will forfeit the ability to earn points or redeem rewards.

ACCEPTANCE OF TERMS

By enrolling in the Local and Loyal Rewards Club, or by otherwise providing information to us, you agree to the terms of this Privacy Policy. We may change our Privacy Policy from time to time. If we change the policy and you continue to use your Local and Loyal Rewards, receive Local and Loyal communications, or otherwise use our website or other digital resources covered by this Policy, you are agreeing to such changes. You will receive one point for every $1 you spend at participating Locations for Allowable Transactions. Allowable Transactions include purchases of food and beverage. Cover Charges, purchases of gift cards, tips, gratuities and other service charges are specifically excluded from Allowable Transactions. Discounted products and certain promotional products, as deemed appropriate from time to time, may not qualify for receipt of Points. Purchases from Event menus do not qualify for receipt of Points. Points have no monetary value and cannot be exchanged for cash. You may only receive Points for products you are paying for. You will not receive Points for products purchased and/or paid by other individuals, regardless of whether that person is a member of your party or is at your table. Max $100 in Concept Cash may be redeemed per location per day. Rewards may change from time to time and unredeemed rewards may be forfeited at any time at Concept's discretion. Rewards have no cash value and cannot be exchanged for cash. Rewards may not be used in combination with other discounts, including coupons (irrespective of type, be it print, digital, or other), in-store promotions, or other promotional items as we feature from time to time. You must register your account, opt-in to our messages, and confirm the validity of your email address in order for Points to be converted to Rewards. We will send you an email letting you know about any conversions of Points to Rewards within seven days of the conversion.

RULES REGULATIONS, TERMS AND CONDITIONS

Concept Restaurants in Colorado Springs sponsors the Local and Loyal Rewards Program and is currently available only to customers who visit the Concept Restaurants listed on the www.localandloyalrewards website.
Points, Reward Dollars, and other Rewards may have expiration dates. Points, Reward Dollars, the Birthday Reward, and Sign-up Reward expiration dates will be communicated via email and are also available on

www.localandloyalrewards.com if you have logged into your account. Expiration dates on other offers will be communicated via the method of communication for the underlying offer.
Local and Loyal Rewards is a points-based rewards program. Enrollment, membership, and all related benefits of the Local and Loyal Rewards, are sponsored by Concept Restaurants. Local and Loyal Rewards is valid at participating restaurants, which will be identified in the LOCAL AND LOYAL RULES AND REGULATIONS, TERMS AND CONDITIONS. Your participation in Local and Loyal Rewards is subject to these Rules and Regulations, Terms and Conditions, which we may change from time to time. Your continued participation in Local and Loyal Rewards after such changes have been posted to this site submits your agreement to such changes.

ELIGIBILITY AND ENROLLMENT

To sign-up for Local and Loyal Rewards you must be a legal resident of the United States, have a valid email address and telephone number. You must be at least 21 years of age when you sign-up. Businesses and non-profit organizations (regardless of structure) and other non-personal entities are not eligible to participate in the Local and Loyal Rewards. Employees of Concept Restaurants and any of its subsidiaries are not eligible to participate in Local and Loyal Rewards. You may not transfer your membership to another person.
To sign-up for Local and Loyal Rewards you must enter the required fields on the sign-up form at www.localandloyalrewards.com. The information you submit must be truthful and accurate. Any submission of inaccurate or false information may result in the immediate termination of your account, whether or not such submission was intentional.

PROMOTIONS AND MEMBER BENEFITS

Some restaurants may not participate in Local and Loyal Rewards. Restaurant managers have authority to make decisions on the eligibility of specific purchases for receipt of Points or use of Rewards. Concept Restaurants, its affiliates and subsidiaries are not responsible for and unexpected costs associated with decisions by restaurant managers to decline the use of Rewards or by Concept Restaurants that chose not to participate in Local and Loyal Rewards.

RESTRICTIONS ON USE AND REDEMPTION

You may only sign-up for the Local and Loyal Rewards for yourself, and may only participate in Local and Loyal Rewards using your own account. You cannot participate in Local and Loyal Rewards on behalf of other members or non-members. Any attempts to do so may result in the termination of any account you have used or attempted to use.
We reserve the right to change Local and Loyal Rewards in any way or to terminate Local and Loyal Rewards at any time. In such event as Local and Loyal Rewards is terminated, all Points and Rewards will be terminated. We are not obligated to apply any reward granted toward sales tax, state fees, delivery charges, gratuities, or other non-product transactions as we deem appropriate. We reserve the right to limit Local and Loyal Rewards sign-up at any time. We may terminate your membership in Local and Loyal for any reason, without notice to you, including if we suspect that you have engaged in fraud or theft, or have otherwise acted in violation of the Rules and Regulations, Terms and Conditions specified here. These rights are in addition to any other legal or equitable remedy which may be available to us under applicable law. You should not rely upon the continued availability of Local and Loyal Rewards or any offers made in connection with the Local and Loyal Rewards. All rewards are subject to change and/or revocation without notice.

LOCAL AND LOYAL REWARDS OR ACCOUNT TERMINATION OR MODIFICATION

You may cancel your membership or unsubscribe at any time. Cancellation may take up to 7 business days. During that period, you may receive previously scheduled communication. You will forfeit any Points and Rewards granted through participation, immediately upon termination of your membership. If you do not make any Allowed Purchase during any 12-month period, your Point balance may be zeroed out and you may forfeit any rewards associated with your participation in Local and Loyal Rewards.
We reserve the right to terminate any account that not been used toward an Allowed Purchase for a period of not less than 12 months.
We reserve the right, at our sole discretion, to change, suspend or terminate Local and Loyal Rewards at any time. We may make these changes even regardless of whether such changes affect the balance of points, rewards, or other

attributes of any participants' accounts. Your continued participation after any modification to Local and Loyal Rewards and/or these Rules and Regulations, Terms and Conditions will signify you accept such modification. You expressly agree to assume responsibility to review these Rules and Regulations, Terms and Conditions for updates or modifications. If you do not agree to any such changes, your sole remedy is to terminate your account, which will result in the forfeiture of any Points and rewards associated with your participation.

YOUR OBLIGATIONS

By signing-up for Local and Loyal Rewards, or by participating in any way, you are expressly agreeing to be bound by these Rules and Regulations, Terms and Conditions, including any amendments that may be made from time to time. You agree not to misuse Local and Loyal Rewards by engaging in activity that is detrimental to Concept Restaurants, including, but without limitation: having multiple accounts; making purchases on the behalf of Local and Loyal Rewards members; committing, participating, or assisting in any form of purchasing or redemption fraud; or using any automated or semi-automated process to transact with or monitor Local and Loyal Rewards. You agree to comply at all times with any and all laws, rules, regulations that are applicable to you. You hereby acknowledge that you may only participate in Local and Loyal Rewards to the extent that such participation is permitted by all applicable laws, rules, and regulations. You also acknowledge that your participation in Local and Loyal Rewards is subject to our acceptance. We may refuse at any time to allow you to sign-up, or to restrict, change, or terminate your participation in Local and Loyal Rewards without liability to you.

LIMITATIONS OF LIABILITY AND RELEASE OF CLAIMS AGAINST US

NEITHER CONCEPT RESTAURANT GROUP, ITS PARENTS, AFFILIATES, OR SUBSIDIARIES, SUPPLIERS, SERVICE PROVIDERS, FRANCHISEES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THESE TERMS; LOCAL AND LOYAL REWARDS OR ANY DIGITAL RESOURCE UTILIZED BY CONCEPT RESTAURANTS; ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING LOCAL AND LOYAL REWARDS; ANY UNAUTHORIZED USE OF A CARD OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT LOCAL AND LOYAL REWARDS MADE BY US; OR THE PURCHASE, REDEMPTION FOR OR USE OF ANY REWARDS WHETHER MADE AVAILABLE BY US. The foregoing limitations of liability shall apply whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis, even if we or our affiliates or our or their representatives have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

IN NO EVENT SHALL THE MAXIMUM COMBINED AGGREGATE LIABILITY ATTRIBUTABLE TO US AND ANY AFFILIATED PARTIES HEREUNDER FOR ANY CAUSE WHATSOEVER DURING THE DURATION OF YOUR MEMBERSHIP IN LOCAL AND LOYAL REWARDS AND ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED ABOVE EXCEED FIVE UNITED STATES DOLLARS (U.S. $5.00).

By participating in Local and Loyal Rewards you hereby agree: (a) to release us and all of our parents, affiliates, subsidiaries, franchisees, service providers, vendors, distributors and independent contractors, and each of their officers, directors, employees and agents from any and all liability, loss or damage incurred with respect to the issuance, receipt, possession, and/or use or misuse of any reward; (b) you hereby waive all rights to any claim, punitive, incidental, consequential, special or any other damage or loss, other than for actual out-of-pocket expenses; (c) all causes of action or claims arising out of or connected with Local and Loyal Rewards, or any reward shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

NO WARRANTY

LOCAL AND LOYAL REWARDS & CONCEPT RESTAURANTS DIGITAL RESOURCES ARE PROVIDED "AS-IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO,

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO LOCAL AND LOYAL REWARDS DIGITAL RESOURCES.

GENERAL

If we fail to act with respect to your breach or anyone else's breach of these Terms on any occasion, we do not waive our right to act with respect to future or similar breaches. These Rules and Regulations, Terms and Conditions constitute the entire agreement between you and us regarding your participation in Local and Loyal Rewards, and supersede any and all prior agreements between us, whether oral or written, including, without limitation, all previous versions of these Rules and Regulations, Terms and Conditions. If any provision of these Rules and Regulations, Terms and Conditions (including limitations of liability) is held by a court of competent jurisdiction to be void, invalid, contrary to law, or unenforceable for any reason, such provision shall be deemed changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect. Concept restaurant Group is the final authority as to the interpretation of these Rules and Regulations, Terms and Conditions and as to any other questions or disputes regarding Local and Loyal Rewards. Unauthorized name use of Local and Loyal Rewards or any participating restaurant name is prohibited.