

MySmitty's Rewards™
TERMS AND CONDITIONS

The MySmitty's Rewards (the "App") is offered by Smitty's Canada Inc. and/or its subsidiaries, licensees, franchisees and affiliated companies. ("Smitty's", "we", or "us"). 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 Smitty's Canada Inc. 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, Smitty's Canada Inc. 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.

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Rewards Program

Smitty's Canada Inc. offers the MySmitty's Rewards Program (the "**Rewards Program**") to reward and thank our loyal restaurant customers. The Rewards Program is available to enrolled members at participating Smitty's Canada Inc. restaurants in Canada. 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 Canada; (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:

Download the app from Google Play or Apple App Store; or

Visit the Smitty's Canada Inc. website located at www.smittys.ca; or

Visit your local participating Smitty's Canada Inc. restaurant.

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, Smitty's Canada Inc. 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, SMS, 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 and/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 Smitty's Canada Inc. restaurants and checking in on the app or with a server at the time of dining. Your account will be linked to your table to ensure that your points and redemptions are processed correctly. You will earn one point per purchase of \$1.00 on qualifying purchases, including alcoholic beverages. Further, you may only earn one point per 3 hour period, meaning that you will only be eligible for one point per visit regardless of the number of transactions you make during that visit.

To receive a point for a qualified purchase, use the app to check-in to the restaurant or advise your server that you are collecting MySmitty's Rewards. After this verification, the point(s) 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.

Referral Bonuses: You can also receive an extra 50 points for every friend you refer who joins our Rewards Program. Your extra points will not be awarded until the referred member successfully enrolls in the Rewards Program using your invite code.

Rewards: By accumulating 200 points in your Rewards Account, you will earn \$10 *loyalty* dollars (a "**Reward**"), which you may redeem at participating Smitty's Canada Inc. restaurants. All rewards including but not limited to loyalty dollars, birthday meal(s), and bonus point offerings that may be offered at varying times throughout the duration of your enrollment, will come with an expiration date. The Reward will be valid for 1-90 days, depending on type. Once you earn a Reward, you may start accumulating points towards another Reward. There is no limit to the amount of rewards you can redeem in a single visit. A Reward may not be combined with any other promotional offer or coupon. Points and Rewards are valid for 1-365 days, depending on the type of Offer/Point/Reward. The type of reward issued is at the sole discretion of Smitty's Canada Inc.

Additional Rewards Program Terms: Smitty's Canada Inc. 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. Smitty's Canada Inc. 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. Smitty's Canada Inc. also reserves the right to "unregister" and make ineligible for the Rewards Program any Rewards Account that has been inactive for 12 months. Inactive is defined as no Rewards earned.

Smitty's Canada Inc. 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.

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 therewith, 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 Smitty's Canada Inc. immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by Smitty's Canada Inc. 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. Smitty's Canada Inc. shall not be liable for any loss or damage arising from your failure to comply with these obligations.

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This App is controlled, operated, and administered by Smitty's Canada Inc. from offices within Canada. We make no representation regarding use of this App outside of Canada. You may not use this App or export any portion of it in violation of Canadian export laws and regulations. If you access this App from locations outside of Canada, you are responsible for compliance with all local laws.

Governing Law/Venue

This App is governed by and subject to the laws of the Canada 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 Canada for any disputes arising out of these Terms and Conditions, the App, or the Rewards Program. Notwithstanding this provision, you agree that Smitty's Canada Inc. may apply for injunctive or other equitable relief in any court of competent jurisdiction.

Privacy

Please review our Privacy Policy located at www.smittys.ca/privacy-policy (the "**Privacy Policy**"), which is incorporated herein and also governs your use of this App, to understand Smitty's Canada Inc. privacy practices.

General Provisions

All or any of Smitty's Canada Inc. 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 Smitty's Canada Inc. 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. Smitty's Canada Inc. failure to act with respect to a breach by you or others does not waive Smitty's Canada Inc. 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: loyalty@smittys.ca

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