

BLACK ROCK RESTAURANTS

LOYALTY PROGRAM TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE BLACK ROCK RESTAURANTS LOYALTY PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT WANT TO PARTICIPATE.

PROGRAM DESCRIPTION

BLACK ROCK RESTAURANTS' Loyalty Rewards Program ("Program") is a customer loyalty reward program offered by Black Rock Restaurants ("Black Rock") that allows members of the Program (each, a "Member") to earn points and redeem points for Rewards (each, a "Reward"). These Terms and Conditions provide the rules governing the Program.

ENROLLMENT

To become a Member of the Program, you must enroll through via a text message and/or email message from Black Rock and/or its Program partner NCR, by providing your first and last name and email address, and creating an account password. Members' participation in the Program is subject to Black Rock's terms which are incorporated herein by reference and which must be accepted as a condition of enrollment in the Program. Members have the option of providing additional personal information, such as their mailing address, ZIP code, phone number, and birth month, to complete their Member account profile and become eligible for additional Program benefits and promotions. **For example, Black Rock may offer a "Birthday Reward" to Members during their birthday month, so long as Members has completed their Member account profile to include their birth month. All information provided by Members, whether as a result of enrolling in or by otherwise participating in the Program, is subject to the Black Rock's Privacy Policy.

There is no fee for participating in the Program. No portion of any payment for purchases qualifying for points in the Program constitutes consideration for Rewards earned.

The Program is intended for personal use only. Only legal residents of the United States are eligible to participate in the Program. The Program is not targeted towards, nor intended for use by, anyone under the age of 18. Restaurant employees of Black Rock and its franchisees are not eligible to enroll in the Program. Commercial use is prohibited. No business entities, organizations or groups may become a Member.

Black Rock reserves the right to limit Program participation and enrollment at any time. Black Rock also may request additional or different information from existing Members or newly

enrolling Members from time to time. You are responsible for providing true and accurate information and to ensure that the information in your Member account profile remains updated. Program communications with you will be made using the information in your Member account profile. Black Rock is not responsible for your inability to receive or redeem points, Rewards, or other Member benefits, or any other loss arising from your failure to provide and maintain accurate contact information in your Member account profile.

PARTICIPATING LOCATIONS

Points can be earned and Rewards can be redeemed at all Black Rock Restaurants.

MEMBER ACCOUNT INFORMATION

Upon successful enrollment in the Program, Members will receive a unique Black Rock Member Number ("Member Number"). The Member Number will be used to track purchase activity toward Program Rewards. Members may not maintain more than one Black Rock Rewards account. In the event that an individual establishes more than one Member account, Black Rock may terminate all duplicate accounts without notice.

Members may login to their account at any time to view their account, profile information, point balance and earned Rewards. Points will be credited to a Member's account upon completion of a qualifying purchase. In certain cases, it may take up to 48 hours or more after a qualifying purchase for points to appear in a Member's account. Black Rock shall not be responsible for, or liable to, any Member, person, or entity, in any way for any losses, costs or expenses incurred by any delay or error in crediting points to a Member's account.

EARNING POINTS

Members will earn 1 point for every U.S. dollar spent at Black Rock locations. To earn points, the Member must provide either the email address associated with Member's account profile or their Member Number to the server prior to payment. Member may earn points only on purchases at the Black Rock locations made by the Member directly. Points for any single qualifying purchase may be credited to only one Member account. Eligible purchases exclude purchases made with third party ordering services, the purchase of Black Rock gift cards, alcohol, taxes, surcharges, rewards, comps, tips, and promos.

Member points are personal to each Member, and they may not be sold, transferred, assigned or shared, and they may not be used by the Member for any commercial purpose. Accumulated points are promotional and have no cash value. If a Member voids an eligible purchase made while checked in or returns or requests a refund on an eligible purchase in the future, Black Rock will deduct the points associated with that purchase from the Member's account.

REWARD REDEMPTION

Reward will be eligible for redemption for a Member at a later time on a menu item at any Black Rock Restaurant location. To redeem a Reward, the Member must provide the email address or Member Number (as applicable) associated with the Member's account for the Reward to be applied as a credit toward a Member's check. Only one (1) Reward may be redeemed per guest check and no more than one (1) Reward may be redeemed per Member per visit. Each Reward is for one-time use only, has no cash value, and cannot be redeemed for cash or used for the purchase of gift cards or alcohol, and no change or credit will be given. Rewards may not be redeemed in conjunction with any other promotional offer or discount, and is not valid with third party take out services.

PROGRAM COMMUNICATIONS

By participating in the Program, Member is opting in to receive transactional Program communications, which include but are not limited to: marketing communications including offers and promotions as well as information regarding events and various other marketing materials via email about their Rewards and the Program. Members can update their email address on the "Update Account" page. It is the Member's sole responsibility to keep his or her email address updated and accurate. Consent to receive Program related communications electronically will continue to be valid until the Member revokes consent by terminating membership in the Program. Members may choose at any time to opt out of receiving transactional Program communications that contain marketing messages by unsubscribing or changing their email preferences by logging into their online account.

If any text messaging is offered by Black Rock Bar & Grill in connection with the Program, you may elect, in your sole discretion, to receive (or to decline to receive) such text messages from Black Rock Bar & Grill. By agreeing to receive such text messages, you authorize Black Rock Bar & Grill, our subsidiaries and other affiliates, and third-party contractors to send you text messages, to the mobile phone number that you designate, regarding the Program and other Black Rock Bar & Grill topics of interest. These may include pre-recorded or autodialed and promotional messages. Standard text message service charges apply. You are not required to agree to receive text messages to participate in the Program. You can unsubscribe to any text messaging service that may be offered by Black Rock Bar & Grill by texting "Stop" to us at any time. If you unsubscribe, you understand that Black Rock Bar & Grill may send you one last text confirming our receipt of your request. No purchase is necessary to opt in to receiving text messages.

To receive marketing offers and deals via texts/calls from Black Rock Bar & Grill on short code #####, you must opt-in through your Black Rock Bar & Grill website profile. You may receive up to six (6) messages per month with national deals. Text STOP to ##### to stop

receiving offers from Black Rock Bar & Grill (you will receive a confirmation text). For additional information, text HELP to #####. Message and data rates may apply.

CHANGES TO PROGRAM AND TERMINATION

Black Rock reserves the right, in its sole discretion, at any time and without notice to Members: (1) to change Program benefits or adjust the way points or Rewards are received, calculated, or redeemed, including point value or expiration dates for Rewards or points; (2) to make modifications to, or terminate, discontinue, or cancel the Program, or merge it with a new or different loyalty program. Any changes or modifications become effective immediately upon posting revisions to these Terms and Conditions. You waive any right you have to any notice of such changes or modifications. Your participation in the Program confirms your acceptance of these Terms and Conditions and such changes or modifications. You should review these Terms and Conditions and any applicable FAQs or other guidelines frequently to understand the terms that apply to the Program. If you do not agree to these Terms and Conditions or any changes or modifications to these Terms and Conditions, you must stop participating in the Program.

Black Rock may, in its sole discretion, suspend, cancel, or combine Member accounts that appear duplicative. Black Rock may, in its sole discretion, terminate, suspend (either temporarily or permanently) or deactivate a Member's membership in the Program if it determines, in its sole discretion, that a Member has violated the Program's Terms and Conditions, misused or abused the Program, acted fraudulently or in violation of the law in any way, or acted in a manner contrary to Black Rock's interests. In case of termination of a Member's account for any reason, the affected Member's earned points and issued Rewards will be immediately and automatically forfeited. In the case of Black Rock's termination of the Program as a whole, Black Rock may, in its sole discretion, allow Members to redeem any outstanding valid and unexpired points and/or Rewards at participating locations. Any unredeemed or unexpired points and Rewards shall be cancelled at the earlier of either the expiration of the then-current Rewards.

Black Rock and its Program Partner shall be the sole arbiter in cases of suspected abuse, fraud, or violation of its Terms and Conditions, and any decision it makes relating to suspension, deactivation, or termination of any membership (including but not limited to cancellation of points or Rewards or offers) or the Program as a whole shall be final and binding. Should you object to any of these Terms and Conditions, subsequent changes or modifications to the Terms and Conditions, or become dissatisfied with the Program or any of Black Rock decisions about the Program, your sole remedy is to discontinue participation in the Program through appropriate termination of your Member account.