

## **My Chili's Rewards Program Terms of Use**

**IMPORTANT: PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. THESE TERMS CONTAIN AN ARBITRATION AGREEMENT, JURY AND CLASS ACTION WAIVERS, LIMITATIONS ON BRINKER INTERNATIONAL'S LIABILITY AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.**

**BY PARTICIPATING IN THE MY CHILI'S REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THIS PROGRAM.**

These Terms of Use (the "Agreement") govern your use of the My Chili's Rewards Program ("Program"), which is a loyalty program administered by Brinker International Payroll Company, L.P. (collectively "we," "us," "our," "ours", "Brinker", "Chili's" or "Chili's Grill & Bar") to eligible purchasers ("you," "your," "yours," "Member", or "Guest") at participating Chili's Grill & Bar restaurants. Your use of the Program ("Membership") subjects you to the provisions of this Agreement, the terms of which may be amended from time to time by Chili's in its sole discretion and without notice to you. Any changes to this Agreement will be posted to [www.chilis.com/register/termsandconditions](http://www.chilis.com/register/termsandconditions) and shall become effective as of the date on which they are posted. You understand that you are waiving any right to receive special notice of any such modifications.

This Program is intended for personal use only. Commercial use is strictly prohibited. Any information about you collected by Chili's through your participation in the Program shall be subject to our Privacy Policy and general Terms and Conditions. The Privacy Policy provides more information on how Brinker collects, uses, and shares your personal information. Please note that the Program is not directed to children under the age of 18, and you understand that you must be at least 18 years old to participate in the Program. This Agreement is separate from and does not affect any other terms and conditions you may have agreed to with Brinker.

### **ENROLLING IN THE PROGRAM**

To enroll in the Program, Guests have the option to register in-restaurant using the Ziosk, or you can visit [www.chilis.com/rewards](http://www.chilis.com/rewards) or the Chili's mobile app to complete enrollment. All Guests who desire to join the Program must accept this Agreement and any other terms disclosed in writing at the time of enrollment. Please allow up to 48 hours to see Rewards added to your account.

When registering your account, you may need to provide information such as your name, email address, a username and password, postal address, phone number, date of birth, payment information, and/or marketing preferences. All enrollment information provided must be truthful, accurate and complete.

Chili's reserves the right to block enrollment and/or cancel certain Rewards should you provide inaccurate information.

## **EARNING REWARDS**

The Program entitles Members to earn and receive certain rewards ("Rewards") at participating U.S. Chili's Grill & Bar locations as a way of thanking our biggest Chili's fans with the best deals. There are several types of Rewards that may be earned. **A Reward may be subject to additional terms and conditions set forth in the Reward.**

- A. Standard Rewards. By joining the Program, you will receive a free dessert on your birthday, free wifi in participating restaurants, one-tap reordering of your favorite orders in the Chili's mobile app, and certain personalized offers (provided you opted-in to receive such offers at the time you joined the Program).
  
- B. Chili's Regular Rewards. If you visit a participating Chili's at least once every sixty (60) days, we consider you to be a Chili's Regular. As a Chili's Regular, you are entitled to your choice of either free chips and salsa or a non-alcoholic beverage each time you visit a participating location and spend at least Five U.S. Dollars (\$5.00) on food or beverage (excluding taxes, tips, or donations) (the "Offer"). This Offer is only available to Guests who dine-in, order online using a Chili's website or the Chili's mobile app, or visit a participating Chili's for a To Go order. **To maintain Chili's Regular status, you must visit a participating Chili's at least once every sixty (60) days in order to use this Offer. If more than sixty (60) days has passed since your last visit, you can restart your sixty (60) day clock by visiting a participating Chili's at any time. Upon that visit, your sixty (60) day clock restarts and you can enjoy free chips and salsa or a non-alcoholic beverage on the following visit to a participating Chili's in the next sixty (60) days and spend a minimum of \$5.00.**
  
- C. Bonus Rewards. Members can earn additional Rewards by completing any active bonus offers ("Bonus Offers") or other activities issued to our Guests. Active Bonus Offers are visible by accessing your Rewards account at [www.chilis.com/rewards](http://www.chilis.com/rewards), or by using the Chili's mobile app or any Ziosk at a participating Chili's restaurant. Bonus Offers are issued by Chili's in our sole discretion and may require specific actions by the Guest, including but not limited to the following: (i) purchasing specific items, (ii) dining visit spend above a specific dollar threshold, (iii) interacting via social media, (iv) completing surveys, or (v) visiting on certain days and/or times. Bonus Rewards for completing Bonus Offers are awarded entirely in our discretion and are subject to any terms and conditions included with the applicable Bonus Offer. Bonus Offers are awarded at an individual level in Chili's sole discretion and may change or expire without special notice to you.

Bonus Rewards may also be awarded to select Guests for completing specific activities in connection with the Program. Your ability to earn Bonus Rewards may be capped at a certain threshold as further outlined in the terms and conditions for a particular Bonus Offer.

## **REDEEMING REWARDS**

**Unless otherwise specified, Rewards must be claimed before they are eligible to be redeemed and can only be redeemed at participating Chili's located in the United States.** You can find and claim all unclaimed Rewards in your Chili's mobile app under the Rewards tab or on [www.chilis.com/rewards](http://www.chilis.com/rewards) when you log into your account. When receiving personalized Rewards through email or text, click the button provided in the message to claim the eligible Reward.

Once claimed, a Member can redeem Rewards in the following ways:

- A. Table-top Device. Enter the telephone number you registered at enrollment on a Ziosk at a participating Chili's. Select the Reward you want to use and it will be credited to your check. If the Ziosk does not properly credit the Reward, show your server the redemption screen on your phone and the server will process your Reward.
- B. Rewards Website / Chili's Mobile App. Log in at [www.chilis.com/rewards](http://www.chilis.com/rewards) or open the Chili's mobile app to select and confirm the applicable Reward. Once claimed and selected, the Reward will be applied to your check when paying for your order on a Chili's website or through the Chili's mobile app. Alternatively, you can show the Reward's barcode to your server when picking up your order at a participating restaurant.

## **VIEWING REWARD OPTIONS**

To view eligible Reward options, log in to your account using the in-store Ziosk at a participating Chili's or visit us at [www.chilis.com/rewards](http://www.chilis.com/rewards) or by using the Chili's mobile app.

## **REWARDS GUIDELINES**

The Program is subject to the additional terms and conditions outlined below:

- A. Members cannot redeem more than one (1) Reward per visit to a participating restaurant. A Reward cannot be combined with any other offer or coupon, and Rewards may not be earned on a transaction that includes Brinker Team Member discounts.

- B. All earned Rewards will be credited to your account within forty-eight (48) hours of the transaction in which the Reward was earned. If you determine an earned Reward has not been properly credited to your account, you may contact our Guest Engagement team at <https://www.chilis.com/frequently-asked-questions>.
- C. A Reward may not be redeemed in the same transaction in which it was earned or issued. Rewards are redeemable for future use only, subject to the terms described in this Agreement. Most Rewards are offered for a limited time only. Check the relevant Reward for expiration details.
- D. Please note that Rewards (i) are nontransferable and may not be shared with others, (ii) have no cash value, (iii) may not be purchased, and (iv) are not redeemable for cash under any circumstance unless required by law.
- E. You are permitted to have only one Rewards account that is personal to you. If multiple accounts are created, Chili's may cancel or deactivate your Membership in the Program and/or refuse to allow re-enrollment in the Program.
- F. Accumulated Rewards do not constitute property of the Member, nor are accumulated Rewards transferable by the Member upon death or as part of a domestic relations matter or otherwise. Rewards and other benefits of the Program may be taxable to the Member where required by law.

#### **MEMBERSHIP ELIGIBILITY**

You may be eligible to enroll in the Program if you meet the following criteria:

- A. You are a legal resident of one of the fifty (50) United States;
- B. You are at least 18 years of age (or the applicable age of majority) at the time of enrollment;
- C. You have a postal address that the United States Postal Service recognizes;
- D. You have an active e-mail address;
- E. You have an active telephone number; and
- F. You are not a Brinker team member or an immediate family member of a Brinker team member.

Your membership in the Program is valid only at participating Chili's located in the U.S. and shall not be valid at any Chili's restaurant outside the U.S. If you are younger than the age of majority in your state or jurisdiction, you acknowledge that, by enrolling in the Program, you have obtained permission to do so from your parent or legal guardian.

Once enrolled in the Program, you may be asked to utilize usernames, passwords, and/or other codes or devices to gain access to restricted areas of the Member website ([www.chilis.com/rewards](http://www.chilis.com/rewards)). You agree to submit and maintain accurate information, and remain responsible for the use and protection of your own login credentials and Reward information. You can modify your account information at any time by updating your profile at [www.chilis.com/rewards](http://www.chilis.com/rewards), in your Chili's mobile app, or by contacting Guest Engagement team at <https://www.chilis.com/frequently-asked-questions> or at 1-800-983-4637 (Monday through Friday, 8:00 a.m. to 5:00 p.m. CST).

## **COMMUNICATION**

By enrolling in the Program, you may receive Rewards communications through various channels, including but not limited to, e-mail, SMS, the Ziosk, the Member website ([www.chilis.com/rewards](http://www.chilis.com/rewards)), and/or your Chili's mobile app. You have the choice to opt-in to receive certain SMS communications at the time you enroll in the Program; however, you agree to receive other advertising, marketing materials and other Rewards-related communications as a result of enrollment in the Program, unless expressly disallowed as a profile preference. Brinker disclaims all liability for any correspondence, e-mail, or SMS communications that might be lost, delayed or misdirected.

**If at any time you want to stop receiving Rewards-related messages from Chili's, you can opt-out using the following methods:**

- A. Contact the Guest Engagement team by submitting your inquiry at <https://www.chilis.com/frequently-asked-questions> or by calling 1-800-983-4637 (Monday through Friday, 8:00 a.m. to 5:00 p.m. CST).
- B. Send a written request to be opted-out to the following address: Brinker International Payroll Company, L.P., 6820 LBJ Freeway, Dallas, TX 75240 Attn: Chili's Marketing, Re: My Chili's Rewards – Opt-Out Message.
- C. Unsubscribe from receiving further emails by clicking on the "unsubscribe" link in any Rewards emails.
- D. Unsubscribe from receiving further SMS communications by editing your SMS communication preferences in your account profile, or by texting "STOP" to 244547 or replying "STOP" to any text or native mobile message received from Chili's.

Unsubscribing from Rewards communications will terminate all Rewards-related communications. However, you may still receive certain non-Rewards emails from Chili's or communications you have otherwise consented to receive.

#### **CANCELLATION OF MEMBERSHIP**

You can terminate your Rewards account at any time using the following methods:

- A. Contact the Guest Engagement team by submitting your inquiry at <https://www.chilis.com/frequently-asked-questions> or by calling 1-800-983-4637 (Monday through Friday, 8:00 a.m. to 5:00 p.m. CST).
- B. Send a written request to be opted-out to the following address: Brinker International Payroll Company, L.P., 6820 LBJ Freeway, Dallas, TX 75240 Attn: Chili's Marketing, Re: My Chili's Rewards – Cancellation Request.

Brinker may terminate your Membership, including any associated accounts and/or earned Rewards, without notice and for any reason in our sole discretion. This includes any belief that your continued Membership would violate the provisions of this Agreement and/or applicable law, or would otherwise be harmful to our interests. If we find that any accounts appear to be duplicative, we reserve the right to suspend or combine such accounts. Rewards earned as a result of fraudulent behavior will be forfeited.

Once Membership has been cancelled, you cannot reactivate that account and access previously accumulated Rewards; however, you may be eligible to open a new account. Please note that canceling your Membership or unsubscribing from Rewards communications will terminate all Rewards-related communications. However, you may still receive certain non-Rewards emails from Chili's or communications you have otherwise consented to receive.

#### **CHANGES TO THE PROGRAM**

Brinker maintains the right to do any of the following at any time without prior notice to you:

- A. End the Program and/or any specific Reward;
- B. Change any Reward or any other Program benefit we offer;
- C. Change the requirements for earning a particular Reward;

D. Change the time provided in which to earn a particular Reward; and

E. Change any other feature of the Program.

If Brinker terminates the Program, any Rewards you have earned but not used will expire on the last day of the Program or as otherwise set forth in the applicable terms for that Reward. In no event, however, will Rewards be redeemed after the Program has ended. You understand that Brinker has no obligation to continue the Program or a specific Reward, or to compensate you for any unused Rewards. To the extent permitted by law, when you enroll in the Program, you waive any right to require Brinker to obtain judicial permission to change this Agreement or to end the Program.

#### **DISCLAIMER**

THE PROGRAM IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BRINKER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRINKER DOES NOT WARRANT THAT THE FUNCTIONS INCLUDED IN THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT ANY DATA OR INFORMATION (INCLUDING PERSONAL INFORMATION AND PAYMENT CARD INFORMATION) YOU SUBMIT WILL BE SECURE OR FREE FROM UNAUTHORIZED ACCESS OR ACQUISITION, OR THAT THE PROGRAM IS SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BRINKER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE PROGRAM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. YOU (AND NOT BRINKER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR MEMBERSHIP AND AGREE THAT YOUR SOLE REMEDY AGAINST BRINKER FOR ANY PROBLEMS WITH THE PROGRAM IS TO DISCONTINUE YOUR MEMBERSHIP. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES.

#### **ARBITRATION, JURISDICTION, CLASS ACTION AND JURY WAIVERS**

Any claim you may have with respect to the Program must be commenced within one (1) year after the claim or cause of action arises. You agree that any claim you may have with Brinker related to the Program will be resolved solely by arbitration and that said arbitrator shall have exclusive authority to resolve any such dispute(s). Any such arbitration shall be final and binding, and administered by JAMS before a single arbitrator in a location determined by JAMS in accordance with its rules or as mutually agreed. The arbitrator shall apply Texas law and render a decision based on the terms, conditions and agreements referenced herein. Should any part of this arbitration provision be deemed unenforceable, the other provisions described herein shall remain in effect. Notwithstanding the foregoing, if this provision is found to be wholly unenforceable and neither party is entitled to arbitrate such dispute(s),

you agree that all claims related to the Program must be brought in Dallas County, Dallas, Texas. Should you file any administrative or legal claims without arbitrating and Brinker brings a successful motion to compel arbitration, you must pay the (including reasonable attorney's fees) incurred by Brinker in court. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA").

**BOTH YOU AND BRINKER AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY. FURTHER, NO CLAIMS MAY BE MADE ON A CLASS OR REPRESENTATIVE BASIS AS YOU AND BRINKER HEREBY WAIVE THE RIGHT TO ASSERT CLAIMS IN ANY CLASS OR REPRESENTATIVE ACTION IN CONNECTION WITH THIS AGREEMENT.**

The failure of Brinker International to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit any party's rights with respect to such breach or any subsequent breaches.

#### **GOVERNING LAW**

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

#### **ACKNOWLEDGEMENT**

This Agreement, including all documents referenced herein, represents the entire understanding of the Program between you and Brinker, and shall supersede all other agreements and understandings relating to such subject matter. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms. By enrolling in the Program, Members are deemed to have accepted the terms and conditions of this Agreement.

#### **QUESTIONS**

If you need to contact Brinker for any reason regarding this Agreement, you may do so by contacting the Guest Engagement team at <https://www.chilis.com/frequently-asked-questions> or by mailing a written inquiry to the following address:

Brinker International Payroll Company, L.P.  
6820 LBJ Freeway  
Dallas, TX 75240



Attn: Chili's Marketing

Re: My Chili's Rewards Program

This Agreement was last modified on 10/19/18.