



Square Deals Rewards Program Terms & Conditions

A. Overview of Square Deals Loyalty Program

Imo's Square Deal Rewards™ (the "Program") is a loyalty program sponsored by Imo's Franchising, Inc. ("Sponsor") through which individuals ("Participants") who have a Square Deal online account and have registered to participate in the Program ("Participant Account") can collect squares ("Squares") by making qualifying orders. Participants may redeem their Squares in-store, via phone or online at <https://imospizza.com/rewards> or on the Imo's Pizza mobile app.

B. Participation in the Program

1. The Program is open to legal residents of the fifty (50) United States and District of Columbia who are at least thirteen (13) years of age or older at the time they establish a Participant Account and who make an order from any participating Imo's Pizza location. It is void where prohibited by law.
2. Participation in the Program constitutes each Participant's full and unconditional agreement to these Program Terms and Conditions ("Rules"). Those who do not comply with these Rules may be prohibited from participating in the Program as determined by Sponsor in its sole discretion. By accepting these Rules and signing up for the Program, you hereby agree to receive email messages from Sponsor regarding the status of your Participant Account and Square Deals total.
3. Registration. To enroll in this Program, each Participant must either download the Imo's Pizza mobile app or log into the www.imospizza.com/rewards, then click on the "SIGN-UP" button to create his/her online Square Deals Account. Creating a Square Deals Account is free, but is subject to its Terms of Use. Then, follow the links and instructions to register to participate in this Program, which includes agreeing to these Rules. There is a limit of one (1) Participant Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorized e-mail account holder of the e-mail address indicated when registering (and who otherwise meets the eligibility criteria) will be deemed the Participant.
4. Participant's Personal Information: To learn how Sponsor will use the personal information collected in connection with the Square Deals Account and/or this Program, read Sponsor's Privacy Policy: www.imospizza.com/privacy-policy.

C. Modification and Termination of the Program

1. The Program is scheduled to begin on or about January 9, 2023 at 9:00 a.m. Central Time ("CT").
2. By participating in the Program, Participants hereby agree that Sponsor may modify these Rules, including termination of the Program, with or without notice even though these changes may affect a Participant's ability to redeem accumulated Squares.
3. A Participant's continued participation in the Program constitutes his or her acceptance of any changes to these Rules.

D. Collecting Squares

1. **Earning Squares through Online Purchase.** Once you have enrolled, you will earn one (1) Square for every

\$15 you spend at any Imo's Pizza location ("Qualifying Order"), up to a maximum of 4 Squares per Qualifying Order. There are no restrictions regarding the content of your order; however, gratuities, discounts, alcohol, gift cards, delivery fees and taxes will be excluded from the determination of a Qualifying Order. If an order is canceled or refunded, any Squares associated with such canceled or refunded order will be removed. **Limit:** A Participant can only earn 4 Squares per order for a Qualifying Order. When a Participant accumulates twenty-five (25) Squares in his/her/their Participant Account, will reset to zero Squares and final deal will be issued for redemption within 60 days. **You may use any of the Imo's digital ordering channels to earn Squares for Qualified Orders or order in-store or via phone.**

- 2. Earning Squares for Online Purchase After Order is Placed.** If you make a Qualifying Order online but do not use a Participant Account, you may make a request for Squares after your Qualifying Order. You must make the request using a valid Participant Account (which may be created after your Qualifying Order) within 24 hours of the date of the Qualifying Order by visiting comments@imospizza.com. You will need to submit the order number, name, email address and phone number associated with your account. Requests for Bonus Squares will not be accepted. **Limit:** You may only make one (1) post purchase request every thirty (30) calendar days.
- 3. Earning Squares for Orders Placed by Phone or In-Person.** If you make a \$15 or more order (as described in Section D(1)) by phone or in-person at a participating store, you may earn Squares by providing the phone number tied to your Participant Account at the time of your order or you may request Squares after your order by following the process set forth above in Section D(2).
- 4. No Cash Value or Transferability.** Squares do not constitute property, do not entitle a member a vested right or interest and have no cash value. As such, Squares are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale of Squares is strictly prohibited and any Participant identified by Sponsor attempting to sell Squares may have his/her Participant Account terminated. Any Squares remaining in a Participant's Account if the Program is terminated will be forfeited without compensation. There shall be no carry over or transfer of Squares to other Sponsor programs (if any), unless otherwise determined by Sponsor in its sole and absolute discretion.

E. Square Redemption

- 1. Rewards Tiers:** Participants who have earned Squares may redeem them for products as follows:

- 3 Squares = Free Drink of Choice
- 5 Squares = Free Side Salad of Choice
- 10 Squares = Free Appetizer of Choice
- 15 Squares = Free 14" Large 1-Topping Pizza
- 20 Squares = Free 14" Large Specialty Pizza
- 25 Squares = Free 16" XL 1-Topping Pizza + Appetizer

The above products are referred to as "Reward Products." Sponsor may modify the number of Squares needed to earn a Reward and will message that change to all Participants prior to its implementation.

- 2. How to Redeem Squares:** Participants may redeem Squares at Imo's Pizza locations online by clicking on the redemption link in their Square Deals Account and following the instructions. To do so, simply sign into your Square Deals Account either online or in the Imo's Pizza mobile app, visit the Rewards page and click on "Available Offers" while placing your online order. A Participant may redeem Squares for multiple Reward Products in the same order as long as the Participant Account contains enough Squares to redeem each Reward Product. A zero-dollar balance will be reflected in Participant's cart for the Reward Product. Additional charges apply when selecting additional toppings and/or customizations (as determined by the store location). Additional authentication may be required to prevent fraud when redeeming Squares. Any order that involves a Reward Product is subject to a participating store's minimum delivery requirement. Participant shall remain responsible for applicable sales tax, state fees, delivery charge and gratuities for orders including a Reward Product. **Limit:** A Participant may redeem up to five (5) Reward Products in one order.

- 3. Square Redemption Final:** All Square redemptions are final, and the Squares will be deducted immediately from Participant's Account. If the order is canceled or refunded, the corresponding redeemed Squares will be restored to Participant's Account. Sponsor will provide any refunds once Squares are redeemed.
- 4. Promotional Offers:** From time to time, Sponsor may, in its sole discretion, elect to offer promotional opportunities for Participants to redeem Squares in addition to the ability to redeem Squares for the products as set forth above. These promotional offers may only be available for a limited time period, may offer promotional Squares with pre-set expiration dates and may be limited to select store locations. Sponsor will provide the specific terms and conditions of any promotional offers at such time.

F. Inactivity and Forfeiture

1. If a Participant fails to either earn or redeem Squares for one hundred eighty (180) consecutive calendar days, the Participant will forfeit any Squares remaining in his/her Participant Account, without compensation and the Account will reset to zero.

G. General Terms and Conditions

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Rules or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
2. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Rules shall not constitute a waiver of that, or any other, provision.
3. All questions or disputes regarding eligibility for the Program, accumulation of and redemption of Squares, or a Participant's compliance with these Rules will be resolved by Sponsor in its sole discretion.
4. Sponsor is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
5. Participants are responsible for the payment of all taxes which may result from participation in the Program.
6. Participants are responsible for maintaining updated contact information in their Participant Account. Information contained in the Participant Account may be used to contact Participants.
7. The Program is subject to all applicable laws, rules and regulations.

H. Limitation of Liability

1. Sponsor, its parent, affiliates, subsidiaries, franchisees, and promotional and advertising agencies are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof.
2. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Sponsor and their respective parent companies, subsidiaries, affiliates, agents, promotion and advertising agencies, franchisees, and each of their respective officers, directors, employees,

shareholders, and successors, assigns, and service providers from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.

3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SPONSOR, PARENT, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, INDEPENDENTLY OWNED AND OPERATED IMO'S PIZZA FRANCHISE STORES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF SPONSOR IMPROPERLY DENIES A PARTICIPANT ANY REWARD, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF THE REWARD. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.
4. As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Missouri. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Missouri.
5. If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Rules, which will otherwise remain in full force and effect.

Sponsored by: Imo's Franchising, Inc., 800 N. 17th Street, St. Louis, MO 63106.

These Program terms were updated as of December 1, 2022