

California Pizza Kitchen CPK Rewards Program Terms of Use

(Effective August 24, 2018)

In order to complete your registration for the California Pizza Kitchen CPK Rewards Program (“Rewards Program”), to use and continue to use the Rewards Program, and to access and use the Rewards Program website located at www.cpk.com or our mobile application (“App”), you must agree to these Terms of Use. (Our website and App are collectively referred to in these Terms of Use as the “Sites”). If you do not agree to these Terms of Use, do not use or continue to use the Rewards Program.

These Terms of Use include an Arbitration provision that applies to any disputes between you and California Pizza Kitchen. Unless you elect to not be bound by arbitration by following the Election To Not Be Bound by Arbitration Policy procedure described below, these Terms of Use will:

- **Eliminate your right to trial by jury; and**
 - **Prevent you from bringing, joining, or participating in any class-action or consolidated-action proceedings.**
1. **Eligibility:** The Rewards Program is only available to individual legal residents of the United States and the District of Columbia who are 18 years of age or older when they enroll in the Rewards Program. Only one account is allowed per Member and a maximum of four accounts are allowed per household. Each participant in the Rewards Program must have his or her own account and accounts may not be used by, shared, sold, assigned or transferred to any individual, except among immediate family members living in the same household.
 2. **Enrollment:** In order to enroll as a “Member” of the Rewards Program, you must provide California Pizza Kitchen, Inc. (“CPK”) with your name, email address, birthdate, favorite location, and phone number, and a username and password. You are also solely responsible for updating your Rewards Program account information so that it is accurate and current, and CPK is not responsible if you do not receive any emails from us because you provided an incorrect email address or failed to update your email address.
 3. **Earning CPK Rewards:** Members earn points by making qualifying purchases at CPK corporate-owned restaurants located within the United States (“CPK Restaurants”). (This does not include airport, stadium, Mirage Hotel, international or other franchised locations). Points are automatically converted to rewards (“CPK Rewards”) to be redeemed for food and beverages as described below. Qualifying purchases include food and non-alcoholic beverages purchased directly from CPK (not including purchases made from a third-party ordering or delivery service). Points will not be earned for any taxes, tips or gratuities, or delivery charges paid, for purchases of gift cards, retail merchandise, or alcoholic beverages, for purchases made with CPK Rewards, promotional cards, or “Be Our Guest Cards,” for purchases that include any discounts or complimentary items, to the extent of such discounts or complementary items. CPK in its sole discretion may also award Members CPK Rewards, discounts, enhanced earning levels, free food items, or other benefits based on a Member’s specific behavior, or as a surprise and delight. CPK Rewards and other benefits accumulated under the Rewards Program are promotional and have no cash value.
 4. **“Hurdle Rate:”** Members earn 1 point for every \$1 spent on qualifying purchases. Fractions of one dollar are rounded on a half-to-even basis. Once a Member earns 75 points, the member will earn a \$5 Reward. The Hurdle Rate and CPK Rewards earnings rate are subject to change at any time in CPK’s sole discretion, with or without direct notice. Any revised Terms and Conditions will be posted on the Sites and effective once posted. In addition, CPK may, in its sole discretion, periodically test different Hurdle Rates, CPK Rewards levels or earnings rates, or other benefits in one or more markets with or without notice, and may terminate such test programs with or without notice.
 5. **Redemption:** CPK Rewards may be redeemed for food and non-alcoholic beverages at corporate-owned CPK Restaurants. They may not be redeemed for cash, used to purchase gift cards, alcoholic beverages, or retail items, or to pay for tax, gratuity, or delivery charges, and may not be redeemed at airport, stadium, Mirage Hotel, international or other franchised CPK locations. Members may redeem more than one \$5 CPK Reward for a single purchase. CPK Rewards may not be redeemed during the same visit on which the Hurdle Rate is reached. CPK Rewards are personal to each Member and may not be sold, transferred, assigned, shared, or used for any commercial purpose.
 6. **Expiration:** CPK Rewards will expire 90 days after they are earned by reaching a Hurdle Rate. Other benefits or discounts will expire as indicated in the accompanying communication.
 7. **Maximum Redemption:** A maximum of \$1,000 in CPK Rewards may be redeemed in a one-month period.
 8. **Discounts:** Certain discounts and special purchases cannot be combined with CPK Rewards. CPK reserves the right to refuse to permit CPK Rewards to be redeemed in connection with discounted items.

9. Sweepstakes, Contests, and Other Promotions: The Rewards Program may offer sweepstakes, contests or other promotions that may have rules or their own terms and conditions. Members are required to read those rules and terms and conditions, and to agree and accept to be bound by them in order to participate.
10. Lost Rewards Card/Unauthorized Use: Report a lost CPK Rewards card or any unauthorized use of your account to CPK at www.cpk.com/cpkrewards. CPK will not be responsible for CPK Rewards or other benefits redeemed by an unauthorized user of the CPK Rewards card.
11. Account Closure: A Member's Rewards Program account may be closed by CPK in its sole discretion after 12 months with no activity.
12. Suspension/Termination of Membership: CPK reserves the right in its sole discretion to suspend a Member's membership in the Rewards Program in the event of any suspected misconduct, including suspending the Member's ability to redeem CPK Rewards and/or other benefits earned or received in connection with his/her membership in the Rewards Program. If CPK concludes in its sole discretion that the Member has engaged in misconduct or that his/her account has been compromised, it may terminate the Member's membership, including but not limited to terminating the Member's ability to redeem CPK Rewards and/or other or benefits earned or received in connection with his/her membership in the Rewards Program.
13. Modification of Terms and Conditions: CPK reserves the right in its sole discretion to modify at any time these Terms and Conditions. Any such changes are effective immediately upon being posted on any of the Sites and the Member's continued enrollment in the Rewards Program and/or use of the Sites confirms that he/she accepts the changes and agrees to be bound by them.
14. Termination of Rewards Program: CPK reserves the right in its sole discretion to terminate or change the Rewards Program at any time. If the Rewards Program is terminated, Members will no longer earn CPK Rewards or receive other benefits associated with the Rewards Program. Unless otherwise provided in writing by CPK, any unused CPK Reward or other Reward Program benefit will expire upon termination of the Rewards Program, and Member's Rewards Program points will be set to zero.
15. Ownership of Site Content: All of the contents of the Sites is owned and copyrighted by CPK and is protected as intellectual or proprietary property. Use of any of the Sites' content without prior consent by CPK is strictly prohibited.
16. Limitation of Liability and Disclaimer: Members use the Sites at their own risk. CPK is not liable for any direct, indirect, special or other damages or losses that may result from the Member accessing the Sites or using information on the Sites. The Sites and the information included on the Sites are provided by CPK "as is" without any warranty of any kind, either expressed or implied. CPK is not responsible for interrupted or unavailable network server or other connections, miscommunications, computer transmissions or jumbled, scrambled or misdirected transmissions, or for electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer or device related to participating in the Rewards Program. CPK's liability for CPK Rewards or any other reward containing printing or other errors, if any liability exists, is limited to replacement with other CPK Rewards or other benefits, while supplies last.
17. Release: Member hereby releases and agrees to indemnify and hold harmless CPK from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to the Member's participation in the Rewards Program, or the receipt, use or misuse, of CPK Rewards or any other award or benefit.
18. Links to Third Party Websites: The Sites may contain links to third-party websites or may permit Members to log in via the member's account on a social media website or application. CPK does not have any control over these other websites and it is not responsible for their content or security. If a Member clicks on a link to an outside website or uses a social media account to log in to a Site, he/she does so at his/her own risk and is subject to the privacy policy, and terms and conditions of that website.
19. Privacy: Any information that a Member provides to CPK will be treated in accordance with CPK's Privacy Policy located at www.cpk.com.
20. Choice of Law: These Terms and Conditions are governed by and are to be construed in accordance with the laws of the State of California.
21. **Please read this section carefully: Disputes to Be Resolved Through Arbitration; Class Action Waiver:** Except where prohibited by law and unless the Member opts out in the manner described below, by participating in the Rewards Program, the Member agrees that any action arising out of or relating in any way to the Rewards Program shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (the "Forum") and conducted before a sole arbitrator, all pursuant to the Forum's Commercial Arbitration Rules as supplemented by the Forum's Supplementary Procedures for Consumer-Related Disputes (collectively, the "Forum's Rules"). The American

Arbitration Association's current rules for consumer disputes can be found at <https://www.adr.org/Rules>. The arbitration shall be held at a location in the state in which the Member lives. The arbitrator's decision shall be controlled by these Terms and Conditions and any of the other rules referenced herein. Except as expressly authorized by governing law and only to that extent, the arbitrator shall not have the power to award punitive damages against CPK or anyone else. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only the Member's individual claims, and the arbitrator may not consolidate or join the claims of other persons or Members who may be similarly situated. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Members also agree that (a) the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; (b) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law; and (c) under no circumstances will Members be permitted, and Members hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise); and (ii) have damages multiplied or otherwise increased. Any challenge to this provision shall also be resolved by an arbitrator of the Forum. The arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award. If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. **Election To Not Be Bound By Arbitration Policy:** You may elect to opt out of the above Arbitration requirement within 30 days of the latter of (a) the date on which you enrolled in the Rewards Program or (b) the effective date of these Terms of Use (the "Arbitration Opt-Out Deadline"). To opt out, please send written notice of your election to opt out in one of the following ways: (x) by email to arbitrationoptout@cpk.com, or (y) by regular U.S. Mail to California Pizza Kitchen, Attention: Legal Department, 12181 Bluff Creek Drive., 5th floor Playa Vista, California 90094. Any election notice received after the Arbitration Opt-Out Deadline (allowing five additional days for mailing) will not be valid. The election notice must state your name, mailing address, phone number and email address and a statement that you are electing to not be bound by the Arbitration Policy. CPK does not have a preference as to whether you elect to not be bound by this Arbitration Policy. Opting out of the arbitration agreement will not impact your enrollment in the Rewards Program.