

# **Brown Bag Rewards Terms & Conditions**

## **1. Introduction**

Welcome to **Brown Bag Rewards**, the loyalty program offered by **Brown Bag Seafood Company** (referred to as "we," "us," "our," or the "Restaurant"). These Terms & Conditions ("Terms") govern your participation in the Brown Bag Rewards program ("Program"). By enrolling in or using the Program, you agree to abide by these Terms. If you do not agree to these Terms, you should not participate in the Program.

The Brown Bag Rewards Program is designed to reward our loyal guests based on their order frequency and quantity at participating **Brown Bag Seafood Company** locations. Members can earn exclusive rewards through repeated visits and purchases.

These Terms outline how the Program works, including how you can earn rewards, redeem benefits, and manage your membership. The Program is subject to change at any time at our sole discretion. We reserve the right to modify, suspend, or terminate the Program, including any benefits or offers, with or without prior notice to participants. We encourage you to review these Terms regularly to ensure you are aware of any changes.

## **2. Eligibility**

The **Brown Bag Rewards** program is open to individuals who meet the following eligibility requirements:

- **Age Requirement:** You must be at least 18 years old to enroll and participate in the Program.
- **Account Setup:** To participate, you must create a **Brown Bag** account through our website or mobile app. You are responsible for providing accurate and current information when setting up your account.
- **Limitations:** The Program is limited to personal, non-commercial use. Businesses, groups, or organizations are not eligible to enroll.

By enrolling in the Program, you agree to comply with all applicable laws and regulations and to not misuse the Program for fraudulent or inappropriate purposes. We reserve the right to deny enrollment, suspend, or terminate your participation in the Program if we determine that you are ineligible or have violated these Terms.

## **3. Enrollment & Membership**

### **3.1 How to Join**

To join the **Brown Bag Rewards** program, you must create an account through one of the following methods:

- **Website:** Visit our website at [order.brownbagseafood.com/signup](http://order.brownbagseafood.com/signup)
- **Mobile App:** Download and sign up via the **Brown Bag Seafood Company** mobile app.

When enrolling, you will be required to provide accurate and current information, including but not limited to your name, email address, and phone number. You are responsible for ensuring your account information remains up-to-date.

### 3.2 Account Management

Once you are enrolled, you can log in to your account on our website or mobile app to view your activity, check available rewards, and update your personal information. It is your responsibility to safeguard your account credentials and notify us of any unauthorized access.

### 3.3 Multiple Accounts

Each individual is allowed only one **Brown Bag Rewards** account. Creating multiple accounts, or attempting to earn rewards across multiple accounts, is strictly prohibited and may result in the termination of all related accounts and the forfeiture of any earned rewards.

### 3.4 Non-Transferable

Your **Brown Bag Rewards** account and any rewards earned through the Program are non-transferable and may not be shared, assigned, or sold to others.

## 4. Earning Rewards

### 4.1 How to Earn Rewards

Members of the **Brown Bag Rewards** program can earn rewards based on the frequency and quantity of their purchases at participating **Brown Bag Seafood Company** locations. Each time you make a qualifying purchase, your account will be credited toward earning rewards.

- **Qualifying Purchases:** Rewards are earned for eligible purchases made in-store, through our website, or via our mobile app. Orders must total a minimum of \$9.00 before any taxes, surcharges or tips and after any other discounts or rewards.
- **Ineligible Purchases:** Certain items, including but not limited to gift cards, taxes, and gratuities, may not be eligible for earning rewards.

### 4.2 Tracking Your Progress

Members can track their progress toward earning rewards by logging into their **Brown Bag** account via our website or mobile app.

### 4.3 Earning Frequency

The more frequently you visit **Brown Bag Seafood Company** and make qualifying purchases, the faster you will earn rewards.

### 4.4 Bonus & Promotional Rewards

From time to time, we may offer bonus rewards or promotional opportunities to earn additional rewards. These offers may be subject to additional terms and conditions, which will be made available at the time of the promotion.

### 4.5 Processing Time

Rewards will typically be credited to your account within 30 minutes of making a qualifying purchase. In the event of delays or errors, please contact customer service through our website.

## 5. Redeeming Rewards

## 5.1 How to Redeem Rewards

Once you have earned enough rewards through your qualifying purchases, you will be eligible to redeem them for available benefits, which may include discounts, free items, or other special offers at participating **Brown Bag Seafood Company** locations.

- To redeem rewards, simply log into your **Brown Bag Rewards** account via our website or mobile app and follow the instructions for applying your rewards during the checkout process. Alternatively, you can scan your loyalty QR code found in our mobile app when ordering in-store.

## 5.2 Reward Restrictions

- **Eligible Items:** Rewards may only be redeemed for specified menu items, services, or discounts as outlined in the Program. Some items may not be eligible for redemption (e.g., alcoholic beverages, gift cards).
- **One Reward Per Transaction:** Only one reward may be redeemed per transaction, unless otherwise stated in a specific promotion.
- **Exclusions:** Rewards may not at all times or in all circumstances be combined with other promotions, discounts, or offers. Additionally, rewards cannot be applied to previous purchases, taxes, or gratuities.

## 5.3 Expiration of Rewards

Upon receiving a reward, the reward will indicate its expiration date. After this expiration date, the reward will expire and be removed from your account.

## 5.4 Non-Transferable

Rewards are non-transferable, non-exchangeable, and have no cash value. They cannot be sold, bartered, or assigned to another individual.

## 5.5 Redemption Limits

We reserve the right to impose limits on the number of rewards that can be earned or redeemed within a specific period or per transaction. These limits may vary by promotion or offer.

## 5.6 Errors & Adjustments

In the event of an error in the calculation or application of rewards, or if a reward is applied in error, we reserve the right to correct the issue and adjust your rewards balance accordingly. If you notice any discrepancies, please contact customer service for assistance.

## 6. Modification or Termination of the Program

### 6.1 Right to Modify

We reserve the right to modify, update, or change the **Brown Bag Rewards** program at any time, including these Terms, the rewards structure, the methods of earning and redeeming rewards, or the benefits provided under the Program. Any changes will be effective upon posting the revised Terms on our website or mobile app, and your continued participation in the Program constitutes your acceptance of any changes.

## **6.2 Right to Terminate**

We may, in our sole discretion, terminate the **Brown Bag Rewards** program at any time, with or without notice. In the event of termination, members will be given an adequate amount of time, in reasonable discretion of the Company, to redeem any remaining rewards. After this period, any unredeemed rewards will be forfeited, and the Program will be discontinued.

## **6.3 Notification of Changes**

Any significant changes to the Program, including its termination, will be communicated through appropriate channels, such as email notifications or updates on our website. We encourage you to regularly review the Terms to stay informed of any updates.

## **6.4 No Liability**

We shall not be liable for any loss or inconvenience caused by the modification, suspension, or termination of the Program. Rewards hold no cash value, and any unredeemed rewards will be forfeited upon termination of the Program without compensation or liability to members.

## **7. Privacy & Data Collection**

### **7.1 Information Collected**

In order to participate in the **Brown Bag Rewards** program, we may collect and store personal information, including but not limited to your name, email address, phone number, purchase history, and any other information you provide when you enroll or use the Program.

### **7.2 Use of Information**

The information we collect will be used to administer the Program, track your rewards, provide you with updates and offers, and improve our services. We may also use your information to communicate with you about your account, rewards, and other relevant matters.

### **7.3 Data Security**

We are committed to protecting your personal information and employ reasonable administrative, technical, and physical measures to safeguard it from unauthorized access, use, or disclosure. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.

### **7.4 Sharing of Information**

We may share your personal information with third parties who assist us in operating the Program, such as service providers, or as required by law. We do not sell or rent your personal information to third parties for their marketing purposes.

### **7.5 Opt-Out**

You may opt-out of receiving marketing communications from us at any time by following the unsubscribe instructions provided in the communications or by contacting us directly. However, opting out will not affect your ability to participate in the Program or receive important account-related communications.

### **7.6 Access and Correction**

You have the right to access and correct your personal information. If you wish to update or correct your information, please log into your account or contact our customer service team.

## **7.7 Changes to Privacy Policy**

Our Privacy Policy, which explains in detail how we collect, use, and protect your information, is incorporated into these Terms by reference. We may update our Privacy Policy from time to time, and any changes will be posted on our website. Your continued participation in the Program constitutes your acceptance of the updated Privacy Policy.

## **8. Limitation of Liability**

### **8.1 General Limitation**

To the fullest extent permitted by law, **Brown Bag Seafood Company** and its affiliates, officers, directors, employees, and agents shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with your participation in the **Brown Bag Rewards** program, including but not limited to any errors or omissions in the Program, the redemption or use of rewards, or the inability to earn or redeem rewards.

### **8.2 Program Errors**

We are not responsible for any technical malfunctions, failures, or errors related to the Program, including any issues with the rewards system, website, or mobile app. We are also not liable for any rewards that are lost or delayed due to system errors, internet outages, or other unforeseen circumstances.

### **8.3 No Guarantee of Rewards**

While we strive to provide accurate and timely rewards, we make no guarantees regarding the availability, quality, or value of rewards or benefits provided under the Program. Rewards are subject to availability and may be withdrawn or modified at our discretion.

### **8.4 Third-Party Actions**

We are not responsible for the actions or omissions of third parties, including service providers or participating locations, in relation to the Program. Any disputes or issues arising from transactions or interactions with third parties must be addressed directly with them.

### **8.5 Indemnification**

You agree to indemnify, defend, and hold harmless **Brown Bag Seafood Company** and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with your participation in the Program or any violation of these Terms.

## **9. Dispute Resolution**

### **9.1 Governing Law**

These Terms and any disputes arising from or related to the **Brown Bag Rewards** program will be governed by and construed in accordance with the laws of the state of Illinois, without regard to its conflict of laws principles.

### **9.2 Arbitration**

Any disputes or claims arising out of or relating to these Terms or the Program shall be resolved through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or similar organization. The arbitration will be held in Illinois, and the arbitrator's decision will be final and binding.

### **9.3 Class Action Waiver**

You agree that any arbitration or legal action will be conducted on an individual basis and not as part of a class action, collective action, or representative action. You waive any right to participate in such actions.

### **9.4 Legal Proceedings**

If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid or unenforceable, the remaining provisions will continue in full force and effect. In such cases, the invalid or unenforceable provision will be interpreted to reflect the parties' original intent as closely as possible.

### **9.5 Customer Service**

For any questions or concerns related to the Program or these Terms, please contact our customer service team via the Contact page of our website. We will make reasonable efforts to address and resolve any issues promptly.

## **10. Miscellaneous**

### **10.1 Entire Agreement**

These Terms, along with any other documents or policies referenced herein, constitute the entire agreement between you and **Brown Bag Seafood Company** regarding the **Brown Bag Rewards** program and supersede all prior or contemporaneous understandings, agreements, or communications, whether written or oral, related to the Program.

### **10.2 Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be modified to the minimum extent necessary to make it valid and enforceable.

### **10.3 No Waiver**

The failure of **Brown Bag Seafood Company** to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. Any waiver must be made in writing and signed by an authorized representative of **Brown Bag Seafood Company**.

### **10.4 Assignment**

**Brown Bag Seafood Company** may assign or transfer its rights and obligations under these Terms to any third party without restriction. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent.

### **10.5 Headings**

Headings used in these Terms are for convenience only and have no legal or contractual effect. They are intended to make the Terms easier to navigate and do not limit or affect the interpretation of any provisions.

## 10.6 Force Majeure

**Brown Bag Seafood Company** will not be liable for any failure or delay in the performance of its obligations under these Terms if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, or technical failures.

## 10.7 Language

These Terms are written in English. In the event of a conflict between the English version and any translation, the English version shall prevail.

## 11. Effective Date

These Terms are effective as of September 1, 2024. By participating in the **Brown Bag Rewards** program, you acknowledge that you have read, understood, and agree to be bound by these Terms.

Thank you for being a valued member of **Brown Bag Seafood Company** and for participating in our **Brown Bag Rewards** program. We appreciate your support and look forward to providing you with exceptional service and rewards.