



**By participating in SDR Rewards you agree to be bound by these terms and conditions (“SDR Rewards Terms”), including the arbitration agreement and separate class action waiver included below in the section titled DISPUTE RESOLUTION.**

These SDR Rewards Terms will be construed and enforced in accordance with the Federal Arbitration Act, and to the extent state law applies, the laws of the State of South Dakota. We may change these SDR Rewards Terms at any time, and all such changes are effective immediately upon notice, which we may give by sending notice using the contact information we have on file for you, posting revised terms on our website, or by any other reasonable means designed to provide notice under the circumstances. Your continued enrollment in SDR Rewards constitutes your continuing agreement to be bound by these SDR Rewards Terms, as they are amended from time to time. SDR may, at its sole discretion, amend, modify, suspend, or terminate the SDR Rewards Program or any individual member’s enrollment, benefits, or account at any time, with or without notice; any such action may result in immediate forfeiture of points, Reward Dollars, or other benefits without compensation to you.

**IF YOU DO NOT AGREE TO THESE FDP TERMS, DO NOT PARTICIPATE IN SDR Rewards.**

## **I. GENERAL TERMS**

Steel District Restaurants LLC (“SDR”) SDR Rewards is for individual customers only. Applicants, participants, and users must be 18 years of age or older. Employees of SDR and its affiliated companies and their families are not eligible for membership. Commercial and shared accounts are prohibited. Frequent Diner Club accounts may only have one registered user per account. Points may not be credited to business entities.

You represent and agree that all information that you provide to us in connection with your membership is true, accurate, and complete to the best of your knowledge and belief.

SDR may, at any time and in its sole discretion, verify or re-verify your eligibility to participate in the SDR Rewards Program. Participation is subject to ongoing eligibility verification and SDR may require documentary proof (such as government-issued identification or other documentation) to confirm eligibility or entitlement to points, Reward Dollars, or other benefits. Failure to provide satisfactory documentary proof upon request

may result in suspension, restriction, cancellation of your account and forfeiture of points or benefits, all in SDR's sole discretion.

SDR reserves the right to add or withdraw participating restaurants, to make changes in the rules or rewards, impose additional restrictions, point-earning limits, blackout dates, or terminate or otherwise modify the program at any time, with or without notice. SDR reserves the right, in its sole discretion and without prior notice, to audit, restrict, suspend, withhold, or cancel your account or membership, including temporarily withholding points, Reward Dollars, or redemptions, due to failure to comply with these SDR Rewards Terms, inactivity, suspicion of fraud, abuse, misuse, or any activity SDR deems inappropriate or otherwise objectionable, or for any other reason in SDR's sole discretion. Upon termination of the program or cancellation of an account or membership for any reason, all SDR Rewards Points and all SDR Rewards shall automatically be forfeited without compensation, and SDR shall have no liability to you for such forfeiture.

Points are earned for each dollar spent (subject to exclusions in these SDR Rewards Terms) at all participating SDR restaurants for dine-in orders, gift certificates, merchandise, delivery and pickup orders placed only through official SDR restaurant websites. Points are not earned on tax, gratuity, service charges, reservation fees, surcharges, event/staffing fees, delivery fees, corkage, cover charges, valet/parking, or other fees. Points are not awarded when a third-party service is used for or marketplace (for example, DoorDash, Uber Eats, Grubhub, Postmates, or similar platforms) is used for pickup, delivery, or shipping. No minimum purchase is required to earn points unless otherwise noted in a specific promotion. Points typically post to your SDR Rewards account within 72 hours of purchase, though; certain purchases (for example, contracted events, third-party or promotional transactions) may take longer and may be posted after verification or the conclusion of the event. For clarity, points are calculated on the eligible amount actually paid to SDR (generally the pre-tax amount) after any applicable discounts, and excluding amounts paid with Reward Dollars, Birthday Dollars, or amounts paid via third-party platforms or when an SDR Gift Card is redeemed, unless otherwise expressly provided.

For every one hundred fifty points earned, members receive ten Reward Dollars (subject to exclusions in these SDR Rewards Terms). SDR Rewards Dollars cannot be redeemed on Fridays or Saturdays. Reward Dollars may not be redeemed on New Year's Eve, Valentine's Day, Mother's Day, Thanksgiving or Christmas Day. SDR Rewards Dollars are not valid in conjunction with any other offers, discounts, or promotional certificates, coupons, vouchers, or discounts (including third-party coupons) and may not be combined with gift cards or other forms of payment except as expressly permitted by SDR in writing. For avoidance of doubt, points are earned on the eligible amount actually paid to SDR (generally the pre-tax amount) after any discounts and excluding any amounts paid with Reward Dollars, Birthday Dollars, or amounts paid via third-party platforms or when an SDR Gift Card is redeemed, unless otherwise expressly stated in a specific promotion. SDR Rewards Dollars are not valid for payment

toward private parties, merchandise, or catering. Delivery and pickup orders over \$250 may be classified as catering at the sole discretion of SDR.

SDR Rewards Dollars are only valid toward food and beverage and may not be used toward surcharge, fees, or gratuity. Where local law permits and subject to restaurant policy, SDR Rewards Dollars may be applied to the purchase of alcoholic beverages; however, use of Reward Dollars for alcohol is subject to any location-specific restrictions, state or local law, and may be prohibited at certain locations or during specific promotions. Use of Reward Dollars for alcoholic beverages will also be subject to legal age verification and SDR reserves the right to decline alcohol redemptions that would conflict with applicable law or responsible service policies.

SDR Rewards Dollars may be redeemed for online pickup and delivery orders placed through our restaurant websites.

SDR Rewards Points and Reward Dollars are non-transferable. Points, Reward Dollars, accounts, and any associated benefits have no cash value, are not property, may be revoked, reduced, canceled, or adjusted by SDR at any time (with or without notice), and cannot be redeemed for cash. Any attempted transfer, assignment, sale, barter, or conveyance of an account, points, Reward Dollars, or other SDR Rewards is void, regardless of whether SDR had actual knowledge of the attempted transfer, and is grounds for immediate forfeiture of the account, points, Reward Dollars, and any associated benefits. You are responsible for maintaining the confidentiality of any information about your membership and accept responsibility for all use of your points and Reward Dollars. If you have reason to believe that someone else is using your points and Reward Dollars, you should contact us immediately. SDR and any SDR entity will not be liable for any unauthorized use of your points and Reward Dollars.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SDR (AND ITS AFFILIATES, AGENTS, AND SERVICE PROVIDERS) SHALL NOT BE LIABLE UNDER ANY THEORY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO THESE SDR REWARDS TERMS OR THE SDR REWARDS PROGRAM, EVEN IF SDR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SDR IS NOT RESPONSIBLE FOR TECHNICAL FAILURES, WEBSITE ERRORS, TELECOMMUNICATIONS FAILURES, THIRD-PARTY SERVICE FAILURES, SYSTEM OUTAGES, DATA-BREACHES, OR OTHER MALFUNCTIONS THAT AFFECT ENROLLMENT, ACCRUAL, OR REDEMPTION OF POINTS OR REWARDS. SDR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE SDR REWARDS TERMS OR THE SDR REWARDS PROGRAM SHALL BE LIMITED TO THE AGGREGATE MONETARY VALUE OF YOUR UNUSED REWARD DOLLARS (CALCULATED AT FACE VALUE) AT THE TIME THE CLAIM AROSE. THE FOREGOING ALLOCATION OF LIABILITY IS INTENDED TO APPLY TO ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OF POINTS, REWARD DOLLARS, LOSS

OF DATA, OR SECURITY BREACHES, AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY.

To earn SDR rewards points on contracted parties or private events, the paying host/member's name and member number must appear on the contract and enrollment in SDR Rewards must be completed before the event date. In the case of a business event, either the planner or the paying host may receive points. For social events, only the paying host is eligible to receive points. Points for contracted events are earned on food and beverage spend only. SDR Rewards members may earn a maximum of 50,000 points on any single event.

SDR Rewards Points are not awarded on parties and events, booking deposits, or pre-paid dining reservations or packages at the time of booking. All eligible points for an event (including the deposit amount applied) are issued at the time of payment after the conclusion of the event. Should a deposit be forfeited, no points will be awarded.

SDR Rewards Points are earned when SDR Gift Cards are purchased, but not when they are redeemed. Only the person buying the Gift Card is eligible for SDR Reward Points. SDR Rewards Points are not earned for any amount paid with an SDR Gift Card, or SDR dining certificate.

Reward Dollars cannot be used to purchase gift cards, Holiday Bonus certificates, or dining certificates, and are not redeemable for cash or refunds of any kind. In order to maintain an active SDR Rewards account, members must complete one qualifying SDR Rewards Point accrual purchase during each calendar year. All points on active accounts will roll over to the following year.

Federal and State tax liabilities are the responsibility of the member. Participating sponsors or other third parties may impose their own rules.

By enrolling in SDR Rewards you acknowledge and agree that SDR will collect and use personal information necessary to administer your account and the SDR Rewards program (including for account verification, points accrual and redemption, fraud prevention, and program communications). SDR's collection, use, and disclosure of personal information is governed by our Privacy Policy, which is available on our website and is incorporated herein by reference. By enrolling, you consent to receive marketing communications about promotions, offers, and other services from SDR, unless you opt out. To opt out of marketing communications, follow the unsubscribe instructions in any marketing message or update your contact preferences in your account settings; opting out of marketing communications will not prevent SDR from sending essential account notices required for program administration (such as notices about points, account changes, suspensions, or security issues).

## **II. DISPUTE RESOLUTION**

We aim to avoid legal disputes and hope to resolve any issues amicably, fairly, and as quickly as possible. To facilitate the effective resolution of any disputes, you and we agree to the following provisions.

**2.1 Choice of Law.** These Terms will be construed and enforced in accordance with the Federal Arbitration Act, and to the extent state law applies, the laws of the State of South Dakota (without regard to South Dakota choice of law principles). The selection of the well-developed law of South Dakota to govern these Terms is designed to ensure uniformity and advance efficiency, among other things.

**2.2 Notice Requirement.** To try to resolve an SDR Dispute quickly and efficiently, before you can institute arbitration or file a lawsuit against SDR or an SDR Entity relating to an SDR Dispute, you agree to the following procedures. These procedures are designed to help reach a fair, fact-based resolution. They are not optional.

- a. You must send a written notice to SDR (a “Notice”) describing the SDR Dispute. The Notice should include your name, address, and other contact information; a description of the SDR Dispute (including any relevant account names); and what resolution is being sought.
- b. The Notice must be sent to the following address (the “Notice Address”): SDR Hospitality, 150 E. 4<sup>th</sup> Place, Suite 100, Sioux Falls, SD 57104.
- c. Complying with the Notice Requirement is mandatory. You agree that you will not take any legal action, including filing a lawsuit or instituting arbitration, until 60 business days after SDR’s receipt of a Notice, except that, notwithstanding this provision and the provisions below, you may seek relief in small claims court for disputes or claims within the scope of its jurisdiction. If you do not file a compliant Notice, a court may enjoin the filing of an arbitration demand and may order a party that has filed an arbitration demand without having provided a compliant Notice to reimburse the other party for any arbitration fees and costs already incurred.
- d. SDR and any applicable SDR Entity agrees to toll the limitations period, if any, from the date the Notice is sent until the date the SDR Dispute described in the Notice is resolved.

**2.3 Arbitration Agreement.**

*Please read these paragraphs carefully and completely. They affect your rights and will have a substantial impact on how an SDR Dispute is resolved.*

a) You agree that any and all claims, controversies or disputes of any kind (whether in contract, tort, or otherwise) you may have against Steel District Restaurants LLC, (“SDR”), any related entity or affiliate, or any of their respective officers, directors, employees or agents (each such individual or entity, and SDR, or an SDR Entity, which

we define as an “SDR Dispute”, will be resolved exclusively by final and binding arbitration, rather than in court, in accordance with these provisions.

Without limiting the scope of an SDR Dispute, examples of SDR Disputes include any and all claims, controversies, or disputes arising out of or relating in any way to:

1. these Terms, the Service, or you or your Company’s use of the Service;
2. these SDR Rewards Terms, SDR Rewards Points, the SDR Rewards Program;
3. your relationship with SDR or an SDR Entity;
4. any dispute regarding these Terms;
5. any dispute regarding the enforceability, validity, legality, scope, waiver, or applicability of this agreement to arbitrate, including arbitrability; and
6. any disagreements over the satisfaction of the Notice Requirement described below as a prerequisite to arbitrating.

b) This Arbitration Agreement is intended to be interpreted as broadly as possible, consistent with governing law, and to survive after your participation in the SDR Rewards Program ends. This Arbitration Agreement (and the related provisions concerning class action waiver and jury trial waiver) shall survive cancellation or termination of your SDR Rewards account or of the SDR Rewards Program and shall continue to apply to any SDR Dispute that arises out of events that occurred while you were a member.

Notwithstanding the intended breadth of this agreement, the following are exempt from the arbitration requirement:

1. complaints you wish to make to a government agency;
2. small claims court actions (as further noted below);
3. claims related to the enforceability of the requirement that arbitrations must be conducted on an individual basis only (as further noted below); and
4. actions to compel arbitration, or to uphold, confirm, or enforce any prior arbitration decision or award.

Further, you and we may seek an injunction in court on an individual (non-class) basis to preserve the status quo between us for the entire period until we resolve the SDR Dispute in arbitration.

c) Individual Arbitration. In the unfortunate event that the SDR Dispute described in the Notice is not resolved to your satisfaction within 60 business days, the following paragraphs describe how the SDR Dispute will be resolved pursuant to this Arbitration Agreement, which shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16.

1. The SDR Dispute will be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (the “AAA”) and conducted before a sole arbitrator in accordance with the AAA Consumer Arbitration Rules



in force at the time you send the Notice, as modified by the agreement to arbitrate described in these Terms. The current AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

By “binding,” we mean that both you and we will have to live with the arbitrator’s decision, except to the limited extent appeals to a court are permitted under the FAA. As limited by the FAA, these Terms, and the rules applicable to the arbitration, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but (as provided above) only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

2. If you or we believe that AAA is unable to conduct the arbitration in a timely and effective manner, you or we may request that your SDR Dispute be filed with another national arbitration company and governed by another national arbitration company’s rules. Each party will consider the request in good faith and determine whether to proceed with arbitration through AAA or instead to arbitrate using a different company.
3. Unless you and we agree otherwise, the arbitrator will decide the dispute by providing a written statement stating the decision of each claim and the basis for the award, including the arbitrator’s essential factual and legal findings and conclusions. The arbitrator’s decision shall be controlled by these Terms (including this Arbitration Agreement) and any of the other agreements referenced herein that the parties may have entered into.
4. The arbitrator shall apply South Dakota law (without regard to South Dakota choice of law rules or principles), consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator’s application of the well-developed law of South Dakota is designed to ensure uniformity and advance efficiency, among other things.
5. For SDR Disputes involving less than \$10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary.  
If an in-person hearing is required, the arbitration shall be held in Sioux Falls, South Dakota, but may proceed telephonically, by video, or in another location if Sioux Falls is not reasonably accessible, if both parties agree, or if the arbitrator determines that this would pose a hardship for you.

6. There shall be no authority for any claims to be arbitrated on a class or representative basis, even if the arbitration provider has rules permitting class or mass or collective arbitrations. Arbitration under these Terms can decide only individual claims by you and/or the applicable SDR Entity or SDR Entities; the arbitrator may not consolidate, join, or adjudicate the claims of other persons or parties who may be similarly situated against SDR or an applicable SDR Entity. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or us to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence).

Notwithstanding any other provision of this Arbitration Agreement and these Terms, any dispute over the enforceability of this subparagraph (6) shall be resolved by a Federal Court in the District of South Dakota and not by an arbitrator.

7. An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself.
8. Payment of all filing, administration and arbitrator fees will be governed by AAA's rules. If you demonstrate to the applicable SDR Entity's satisfaction in its reasonable discretion that you are unable (or not required under the applicable rules) to pay any fees and deposits that are required under the AAA rules, the applicable SDR Entity agrees to forward them on your behalf, subject to being reimbursed in whole or in part, as permitted, based on an ultimate allocation by the arbitrator. In addition, if you are able to demonstrate to the applicable SDR Entity's satisfaction in its reasonable discretion that the costs of individual arbitration will be prohibitive as compared to the costs of individual litigation, the applicable SDR Entity will pay as much of those costs (but not attorney or other representation fees) in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose, then you agree to reimburse SDR for any fees if SDR so wishes.
9. If 10 or more claimants submit SDR Disputes or seek to file arbitrations raising similar claims, arising from the same business decision, or arising from similar underlying facts, and are represented by the same or coordinated counsel, whether such cases are pursued simultaneously or not, each such claim is considered a "Coordinated Claim" and each such claimant is defined as a "Coordinated Claimant."

To ensure fairness and efficiency, Coordinated Claims must be resolved in the staged proceeding process described below. You agree to this process even though it may delay the arbitration of your claim. A court shall have authority to



enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

- A. In the first stage, Coordinated Claimants' counsel and the applicable SDR Entity will each select an equal number of Coordinated Claims (up to the lesser of one-half of the Coordinated Claims or 5 cases each (10 cases total)) to proceed in arbitration and resolved individually by different arbitrators.

In the meantime, no other Coordinated Claims, cases, or SDR Disputes involving the same or similar subject matter or claims may proceed in arbitration, and the AAA must not assess or demand payment of fees for the remaining Coordinated Claims or administer or accept them.

If the AAA nonetheless assesses or demands payments of fees for the remaining Coordinated Claims, any such Claimants agree to dismiss their arbitration demands without prejudice, with the statute of limitations being tolled from the date of the dismissal.

The arbitrators are encouraged to resolve the first-stage cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties.

- B. After the first stage is completed, the parties must engage in a single mediation of all remaining Coordinated Claims. The applicable SDR Entity will select the mediator and pay the mediation fee. If the parties agree, the Coordinated Claimants may select the mediator and pay half the cost of mediation.
- C. If all remaining Coordinated Claims are not resolved after mediation, the parties will repeat the first-stage process of selecting and filing up to 10 Coordinated Claims to be resolved individually by different arbitrators, followed by mediation.
- D. If any Coordinated Claims remain after the second stage, the process will be repeated until all Coordinated Claims are resolved, with four differences. First, a total of 30 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the Coordinated Claimants.
- E. Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the AAA regarding the amount or timing of AAA fees.

- F. Subject to a mutually agreeable confidentiality agreement, any confidential non-privileged information relevant to a Coordinated Claim—including a decision in a Coordinated Claim—shall be available to other Coordinated Claimants.
- G. This Section concerning arbitration of Coordinated Claims, and each requirement of this Section, is intended to be severable from the rest of this Arbitration Agreement. If the provisions relating to the staging process are severed, then the claims may be filed in individual arbitration pursuant to this Arbitration Agreement except that the payment of AAA fees will be assessed as the arbitrations advance and arbitrators are appointed, rather than when arbitrations are initiated.
10. Changes. Although we may revise these dispute resolution terms in our discretion, as described above, we do not have the right to alter this agreement or the arbitration rules specified herein with respect to any SDR Dispute once that SDR Dispute arises, if such change would make arbitration procedures materially less favorable to you.

Whether changed procedures are materially less favorable to the claimant is an issue to be decided by the arbitrator, and if multiple claimants are proceeding in Coordinated Claims, the applicability of revised terms to the Coordinated Claims will be decided by the arbitration provider as a procedural issue.

11. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving, to the greatest extent possible, the parties' original intent. If modification is not possible, the invalid, illegal, or unenforceable provision shall be severed and the remainder of these Terms shall remain in full force and effect. The invalidity, illegality, or unenforceability of any provision in one jurisdiction shall not affect the validity or enforceability of that provision in any other jurisdiction. For the avoidance of doubt, the specific severability rule set forth in the Arbitration Agreement concerning Section 2.2(d)(6) (which provides that, if that subparagraph is found invalid, unenforceable, or illegal, the entirety of the Arbitration Agreement shall be null and void) shall control with respect to that subparagraph.

With the exception of Section 2.2(d)(6) above, if any part of this Arbitration Agreement is deemed to be invalid, unenforceable, or illegal, or deemed to otherwise conflict with the rules of AAA, then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. Notwithstanding the foregoing, the rights and obligations set forth in this Arbitration Agreement, the Class Action Waiver (Section 2.4), the

Jury Trial Waiver (Section 2.5), the Limitations Period (Section 2.6), and the Notice Requirement and arbitration procedures set forth in Section 2.2 shall survive any cancellation, suspension, termination, or expiration of your SDR Rewards account, these SDR Rewards Terms, or the SDR Rewards program, and shall continue in full force and effect as to any SDR Dispute that arises (or is alleged to have arisen) during the period of your participation in the SDR Rewards program.

If, however, Section 2.2(d)(6) is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor the affected SDR Entity shall be entitled to arbitrate their dispute.

12. Opt-Out. If you do not wish to be subject to this Arbitration Agreement, you may opt out of the Arbitration Agreement. To do so, within 30 days of the date that this Arbitration Agreement is accepted by you, you must send a written notice to the Notice Address described above stating that you wish to opt out of this Arbitration Agreement, as well as your name, address, and email. The opt-out notice must also include your SDR Rewards member or account number (if any) and be signed by the account holder. Opt-out requests that are not timely, that are not sent to the Notice Address, that are incomplete, or that are not signed by the account holder will be ineffective.

TO BE EFFECTIVE, THIS WRITTEN NOTICE MUST BE POSTMARKED OR DEPOSITED WITHIN 30 DAYS OF THE DATE ON WHICH YOU FIRST ACCEPTED THESE TERMS UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. You are responsible for ensuring that we receive your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. SDR's records of receipt shall be conclusive evidence that an opt-out notice was timely and properly received.

*If you opt out of these provisions, we will not be bound by them with respect to disputes with you. If you do not opt out of this Arbitration Agreement within the 30-day period, you and SDR and the applicable SDR Entity shall be bound by the terms of this Arbitration Agreement. These obligations shall survive cancellation, suspension, termination, or expiration of your SDR Rewards account, these SDR Rewards Terms, or the SDR Rewards program.*

2.4 Class Action Waiver. Separate and apart from the Arbitration Agreement set forth above and to the maximum extent permitted by law, you hereby independently waive any right to bring or participate in any class action, class arbitration, private attorney general action, or other representative action, however denominated, in any way related to any SDR Dispute. This waiver is intended to be independent, severable from other provisions, and to survive any cancellation, suspension, termination, or expiration of your SDR Rewards account, these SDR Rewards Terms, or the SDR Rewards program.

**YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST SDR OR ANY SDR ENTITY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**

This waiver shall remain effective after cancellation, suspension, termination, or expiration of your SDR Rewards account or the SDR Rewards program to the fullest extent permitted by law.

**2.5 Jury Trial Waiver.** YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS. This Jury Trial Waiver shall survive cancellation, suspension, termination, or expiration of your SDR Rewards account, these SDR Rewards Terms, or the SDR Rewards program.

**2.6 Limitations Period.** BY PARTICIPATING IN THE SDR REWARDS PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY ARBITRATION, CLAIM OR ACTION AGAINST SDR OR ANY SDR ENTITY IN ANY FORUM MORE THAN ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OCCURRENCE, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED, UNLESS SDR OR THE APPLICABLE SDR ENTITY AGREES OTHERWISE, OR UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

**2.7 Small Claims Court.** You and we agree that disputes that qualify for small-claims court may be brought as individual actions only in such small-claims courts. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL IN SMALL CLAIMS COURT. Any SDR Dispute brought in small claims court must remain in such court and may not be removed or appealed to a court of general jurisdiction and may advance only on an individual (non-class, non-representative basis). These provisions shall survive cancellation, suspension, termination, or expiration of your SDR Rewards account, these SDR Rewards Terms, or the SDR Rewards program.

**2.8 Survival.** Notwithstanding any cancellation, suspension, termination, expiration, modification, or purported transfer of your SDR Rewards account or of the SDR Rewards Program, the Arbitration Agreement (including the Class Action Waiver and Jury Trial Waiver), the Notice Requirement, the Limitations Period, and the Coordinated Claims procedures shall survive and remain binding on you and SDR. These dispute resolution provisions shall continue in full force and effect regardless of whether your account or membership benefits have been suspended, forfeited, revoked, or otherwise expired, and shall survive any termination or cancellation of the Program or your account.