

## **Juice it Up! Rewards™ Program Terms of Use**

(Effective October 1, 2019)

In order to complete your registration for the Juice It Up! 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.juiceitup.com](http://www.juiceitup.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 Juice It Up!. 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. **Reservation of Rights:** Juice It Up! (“JIU”) offers this Rewards Program at its discretion and reserves the right to terminate, suspend, or modify it, in whole or in part, or to change the rules, benefits, conditions of participation, or qualification criteria or to suspend, reduce, or terminate any benefits, at any time, with or without notice. JIU further reserves the right to make benefits, bonuses, or promotional offers selectively available to certain Members at any time, with or without notice. In making purchases from JIU, Members may not rely upon the continued availability of this Rewards Program any benefits or rewards under this Rewards Program.
  2. **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. No corporations, partnerships, limited liability companies, or other legal entities can participate in the Rewards Program. Only one account is allowed per Rewards Program member (“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.
  3. **Enrollment:** In order to enroll as a Member of the Rewards Program, you must provide JIU with your name, email address, birthdate, phone number, a username and password. You are also solely responsible for updating your Rewards Program account information so that it is accurate and current, and JIU 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.
  4. **Earning Juice It Up! Rewards™:** Members earn points by making qualifying purchases at JIU locations located within the United States (“JIU Locations”). Points are automatically converted to rewards (“JIU Rewards”) to be redeemed for food and beverages as described below.

Qualifying purchases include food and beverages purchased by the Member. Points will not be earned for any taxes, gratuities, orders placed on third party delivery platforms, purchases of gift cards, or for purchases made with Juice It Up! Rewards™. JIU in its sole discretion may also award Members Juice It Up! Rewards™, discounts, enhanced earning ability, free food items, or other benefits based on a Member's specific behavior, or as a surprise and delight ("Discretionary Awards"). Juice It Up! Rewards™ and other benefits accumulated under the Rewards Program are promotional and have no cash value.

5. "Hurdle Rate:" Except as described below, all Members earn 1 point for every \$1 spent on qualifying purchases. All money spent (minus tax and gratuities) is included towards progress. For example, if a Member spent \$1.47, the Member has \$1.47 in progress so there is no partial credit earned. If a Member spent \$0.53, they would still receive \$0.53 in progress towards their goal. Once a Member earns 50 points ("Hurdle Rate"), the member will earn a \$5 Reward. The Hurdle Rate and Juice It Up! Rewards™ earnings rate are subject to change at any time in JIU's sole discretion, with or without direct notice. Any revised Terms of Use will be posted on the Sites and effective once posted. In addition, JIU may, in its sole discretion, periodically test different Hurdle Rates, Rewards Program levels, rewards structures, 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.
6. Juice It Up! Rewards™ Benefit Levels: Beginning on the Effective Date, there will be two benefit levels of Rewards Program membership: Livin' Life and Livin' Life Juiced. Membership levels are determined by the number of points earned in each 12-month Calendar year ("Earning Period"). Once a Member achieves a certain benefit level, the Member will remain at that level (or higher) for the remainder of the Earning Period, plus the entire following calendar year. For example, if a Member registers on June 1, 2019, and the Member accrues the minimum points required for the Livin' Life Juiced level between June 1, 2019 and August 1, 2019, the Member will automatically become a Livin' Life Juiced Member on August 1, 2019, and will retain the Livin' Life Juiced Member-status until June 1, 2020. On the other hand, if the Member does not accrue sufficient points in the 2020 Earning Period to maintain their current benefit level, on June 1, 2021, the Member's status will be reset to the Rewards Program benefit level that matches their points earned in 2020. Rewards Program benefit levels and benefits are subject to change at any time in JIU's sole discretion, with or without notice.
7. Points and Benefits of Each Benefit Level:
  - Livin' Life Member: Points Required: 0-499 per Earning Period. Reward Threshold: Every 50 points (or \$50 spent, excluding tax and gratuity) equals a \$5.00 Reward. All members are initially enrolled in the Livin' Life level of the Rewards Program. In addition to accruing points and earning Juice It Up! Rewards™, the benefits of the Livin' Life Member level may include:

1. One (1) Free Birthday Reward valid for 30 days from the date the Birthday Reward is issued. Limit 1 account per device, per birthday, per email. Once the birthday is set, it cannot be changed.
2. One (1) Free Anniversary Reward valid for 30 days from the date the Anniversary Reward is issued. Anniversary is defined as the date the Member signed up for the Rewards program.
3. Potential Discretionary Awards.
  - Livin' Life Juiced Member: Points Required: 500+ per Earning Period. Reward Threshold: Every 50 points (or \$50 spent, excluding tax and gratuity) equals a \$6.00 Reward. In addition to accruing points and earning Juice It Up! Rewards™, Livin' Life Juiced Members may receive:
    1. One (1) Free Birthday Reward valid for 30 days from the date the Birthday Reward is issued. Limit 1 account per device, per birthday, per email. Once the birthday is set, it cannot be changed.
    2. One (1) Free Anniversary Reward valid for 30 days from the date the Anniversary Reward is issued. Anniversary is defined as the date the Member signed up for the Rewards program.
    3. Potential discretionary awards.
8. Redemption: Juice It Up! Rewards™ may be redeemed for food and beverages at JIU locations. Rewards may not be redeemed for cash, used to purchase gift cards, or retail items, or to pay for tax, gratuity, or delivery charges. Members may redeem more than one \$5 Juice It Up! Reward for a single purchase. Juice It Up! Rewards™ may not be redeemed during the same visit on which the Hurdle Rate is reached. There are no membership fees associated with Juice It Up! Rewards™. Points accumulated under the program are promotional and have no cash value. The Member does not have any ownership rights in accrued points and accrued points do not constitute property of that Member. The Member's benefits and their Juice It Up! Rewards™ account are personal to each Member. Each Member may have only one (1) Juice It Up! Rewards™ account. Participating JIU locations may be independently owned and operated. For that reason, JIU makes no guarantees, warranties or representations of any kind, express or implied, with respect to redemptions or the products supplied by such independently owned and operated locations, and shall not be liable for any loss, expense, accident or inconvenience that may arise in connection with the use of such items.
9. Expiration: Earned Juice It Up! 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.

10. Maximum Redemption: A maximum of \$500 in Juice It Up! Rewards™ may be redeemed in a one-month period.
11. Discounts: Certain discounts and special purchases cannot be combined with Juice It Up! Rewards™. JIU reserves the right to refuse to permit Juice It Up! Rewards™ to be redeemed in connection with discounted items.
12. 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.
13. Unauthorized Use: Report any unauthorized use of your account to JIU at [www.juiceitup.com/loyalty-reward-program](http://www.juiceitup.com/loyalty-reward-program). JIU will not be responsible for Juice It Up! Rewards™ or other benefits redeemed by an unauthorized user.
14. Account Closure: A Member's Rewards Program account may be closed by JIU in its sole discretion after 12 months with no activity.
15. Suspension/Termination of Membership: JIU 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 Juice It Up! Rewards™ and/or other benefits earned or received in connection with his/her membership in the Rewards Program. If JIU 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 Juice It Up! Rewards™ and/or other benefits earned or received in connection with his/her membership in the Rewards Program.
16. Modification of Terms of Use: JIU reserves the right in its sole discretion to modify at any time these Terms of Use. 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 they accept the changes and agrees to be bound by them.
17. Termination of Rewards Program: JIU 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 Juice It Up! Rewards™ or receive other benefits associated with the Rewards Program. Unless otherwise provided in writing by JIU, any unused JIU 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.
18. Ownership of Site Content: All of the contents of the Sites are owned and copyrighted by JIU and is protected as intellectual or proprietary property. Use of any of the Sites' content without prior consent by JIU is strictly prohibited.

19. **Limitation of Liability and Disclaimer:** Members use the Sites at their own risk. JIU 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 JIU “as is” without any warranty of any kind, either expressed or implied. JIU 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. JIU’s liability for Juice It Up! Rewards™ or any other reward containing printing or other errors, if any liability exists, is limited to replacement with other Juice It Up! Rewards™ or other benefits, while supplies last.
20. **Release:** Member hereby releases and agrees to indemnify and hold harmless JIU 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 Juice It Up! Rewards™ or any other award or benefit.
21. **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. JIU 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, they do so at their own risk and are subject to the privacy policy, and terms and conditions of that website.
22. **Electronic Communications:** By visiting this App or sending e-mails to JIU, the member is communicating with JIU electronically. The Member consents to receive communications from JIU electronically, including targeted emails, surveys, promotional offers and for other general business purposes. JIU will communicate with Members by e-mail or by posting notices on this App. Members agree that all agreements, notices, disclosures, and other communications that JIU provides to the Members electronically satisfy any legal requirement that such communications be in writing. The Members further agree that any notices provided by JIU electronically are deemed to be given and received on the date JIU transmits any such electronic communication as described in these Terms and Conditions. JIU reserves the right to send Members emails for administrative purposes even if the Member opts out of these communications.
23. **Privacy:** Any information that a Member provides to JIU will be treated in accordance with JIU’s Privacy Statement, located at [www.juiceitup.com](http://www.juiceitup.com).

24. Choice of Law: These Terms of Use are governed by and are to be construed in accordance with the laws of the State of California.

25. **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 of Use 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 JIU 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 of Use 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.

26. **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@juiceitup.com](mailto:arbitrationoptout@juiceitup.com), or (y) by regular U.S. Mail to Juice It Up!, Attention: Legal Department, 17915 Sky Park Circle, Suite J, Irvine, CA 92614. 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. JIU 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.