

OVERVIEW OF BIG YELLOW CUP REWARDS

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Dickey's Barbecue Restaurants, Inc. (the "Sponsor") Big Yellow Cup Rewards (the "Program") is a loyalty program administered by Dickey's Inc to allow individuals to enroll ("Member" or "Members") and subscribe and activate a ("Member Account") to earn rewards for or receive brand messaging, store information, promotions, deals and contests from Dickey's Barbecue Pit and all affiliate brands.

PARTICIPATION IN THE PROGRAM

The Program is open to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years of age or older at the time they enroll as a Member. It is void where prohibited by law. Program is available only at participating locations.

Participation in the Program constitutes each Member'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 your Member Account.

ENROLLMENT

To enroll in this Program, each individual must fill out the requisite form at www.dickeys.com/signup or to the Dickey's mobile app. There is a limit of one (1) Member 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 Member.

EARNING POINTS

You may accumulate points for any qualifying purchase made on and after your date of enrollment. To receive credit for a qualifying purchase and accumulate points, (i) online – logged into your account (i) at the time you place an order for a qualifying purchase (including a qualifying catering order) at dickeys.com or via the Dickey's mobile app. Points will not be awarded for purchases online if you order or check out as a guest and not logged in with your loyalty account. or (ii) in-store – upload your receipt information into the Dickey's app within seven (7) days of purchase. Dickey's reserves the right to retroactively award points not meeting these conditions in its sole discretion and only upon provision of a valid

receipt by you regarding such purchase; however, points will not be awarded for (i) purchases occurring prior to your enrollment in Big Yellow Cup Rewards; or (ii) purchases made more than thirty (30) days prior to a request made to Dickey's for such credit. In no event will Dickey's award points to any Big Yellow Cup Rewards account for more than (a) two purchases on one transaction date; (b) two purchases within one calendar week; or (c) four purchases within one calendar month.

In order to accumulate points, qualifying purchases must be paid in cash, with a valid debit or credit card, or with a valid Dickey's gift card; purchases using other currency or promotional offers (such as Be My Guest coupons or redemption of a Reward) will only accrue points for the amounts paid in cash, if any. Qualifying orders must total at least \$1.00 (excluding sales tax and subject to the other exclusions set forth in the next paragraph) in order to accumulate points. Each Member Account is limited to three qualifying purchases per day. Purchases of multiple menu items in a single transaction, may count as no more than one qualifying purchase.

Some exclusions apply. For example, the purchase of alcoholic beverages will not accumulate points. Also, Dickey's gift cards (including activations or reloads) do not qualify to earn points. Taxes, tips, donations, and fees, including without limitation, delivery fees, bag fees and recycling deposits, will also be excluded from a purchase total when computing qualifying purchases.

If you void or cancel a qualifying purchase credited toward accumulation of points, Dickey's reserves the right to deduct the points associated with that purchase from your account.

Please allow between 24 – 48 hours from the time of your purchase for points to deposit into your Member Account.

Only delivery orders that are initiated within the Dickey's app or through the Dickey's website are eligible to receive Points and redeem Rewards. Orders initiated through third-party delivery services do not qualify at this time.

From time to time, we, or others acting with our permission, may offer you opportunities to earn additional "Bonus Points" through special promotions. These promotional Bonus Points will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in such promotional offer.

REDEEMING POINTS FOR REWARDS

To redeem points for available Big Yellow Cup Rewards, you must access the rewards section on the App to view rewards available for redemption, and then select to redeem an available reward. You must have at least enough unredeemed and points in your account (“Available Points”) for the reward you wish to redeem. In any single transaction, only one account may be used to redeem Points for Rewards. Points accrued by a Member in any purchase or transaction may only be redeemed for rewards in a separate, subsequent purchase or transaction. Rewards can only be redeemed through the App while logged into your Member Account. Rewards cannot be redeemed through any third-party platforms. Rewards provided to Members have set terms and will expire in accordance with the terms stated for that Reward. Determinations regarding redemption of Points are subject to Dickey’s discretion.

Points will be subtracted from the Member's account immediately when a reward is requested based on the total points for the requested Reward. Points will be restored to a Member's Account only in the event Dickey’s determines, in its sole and absolute discretion, that the reward requested by that Member is unavailable or cannot be delivered. Dickey’s reserves the right to limit the redemption of specific rewards and limit the number of rewards available.

Attempts to redeem single use offers and verification codes for rewards multiple times or through multiple users constitutes fraud and may result in the termination or suspension of your Member Account.

ADDITIONAL MEMBER BENEFITS

Dickey’s and participating Dickey’s restaurants, in their sole and absolute discretion, may periodically offer the opportunity for additional rewards or benefits on particular transactions or special offers (“Member Benefits”). Member Benefits may be distributed via the App, online or via e-mail or mail from time to time (based on the information you have in your Member Account). Member Benefits may include periodic promotional offers on food, beverages and merchandise, invitations to special events, or related benefits. You must have your App set to receive notifications and/or have opted-in to receive email communications in order to receive promotional and marketing offers in App or via e-mail. Member Benefits may be customized based on your qualifying purchases and preferences. In certain events, Member Benefits may require that you have location settings enabled for them to be distributed to your App. Please note that Dickey’s and participating Dickey’s restaurants may be unable to send

these Member Benefits to you if you have turned off your notifications or location settings in the App; if you have elected not to receive email or other communications from Dickey's; or if you have poor network connectivity. Member Benefits may have certain restrictions including expiration dates and short, time-limited redemption periods. Member Benefits are personal to you and cannot be shared, copied, or transferred. You may be required to present your Member Account information at the participating Dickey's restaurant in order to redeem Member Benefits. Read each offer carefully for specific details, limitations, and restrictions.

CANCELLATION OR TERMINATION OF ACCOUNT

Unredeemed Points expire upon the cancellation or termination of your Member Account as described below. When you redeem your points for rewards, your oldest available points are used first. If you have any questions regarding your Member Account status, please contact Dickey's Talk To Dickey's: dickeys.com/contact/talk-to-dickeys. Rewards and Member Benefits expire in connection with the terms provided with that reward or Member Benefit. Once Points expire or are used to redeem a reward, the points will be removed from a Member's account. Points will not be added back to a Member's Account if the Member does not use a reward before it expires.

Dickey's reserves the right to cancel a Member's Program registration and Member Account if the Member's Account remains inactive for a period of 12 months or more. Accordingly, once you enroll in the Program, if you do not make a purchase or engage in an activity for which you will receive points within your Member Account within one (1) year after your initial enrollment or the last recorded purchase or activity for which you received Points, Dickey's reserves the right to cancel your Member Account. You understand and agree that cancellation by Dickey's of a Member Account will result in the cancellation of all points, rewards, and Member Benefits and the inability to earn and/or redeem further points, rewards, and Member Benefits.

MEMBER'S PERSONAL INFORMATION

To learn how Sponsor will use the personal information collected in connection with the Member Account and/or this Program, read Sponsor's Privacy Policy.

MODIFICATION AND TERMINATION OF THE PROGRAM

By participating in the Program, Members hereby agree that Sponsor may modify these Rules, including termination of the Program, with or without notice even though these changes may affect a Member's ability to receive brand messaging, store information, promotions, deals and contests from Dickey's Barbecue Pit and all affiliate brands. A Member's continued participation in the Program constitutes his or her acceptance of any changes to these Rules.

INACTIVITY AND FORFEITURE

If a Member fails to claim any offers or promotions within the time specified on such deal, the Member will forfeit the deal received through his/her Member Account, without compensation.

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, or a Member'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 Members while participating in the Program.
5. Members are responsible for the payment of all taxes which may result from participation in the Program.
6. Members are responsible for maintaining updated contact information in their Member Account. Information contained in the Member Account may be used to contact Members.

7. The Program is subject to all applicable laws, rules, and regulations.

LIMITATION OF LIABILITY

1. Sponsor, its 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 Member 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 Member and/or Member'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, ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, INDEPENDENTLY OWNED AND OPERATED DICKEY'S 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 MEMBER ANY REWARD, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF THE REWARD. BY PARTICIPATING IN THE PROGRAM, A MEMBER 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, Member 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 Collin County, Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Member'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 Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Texas.
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.