

MR MIKES Rewards Terms of Use

By registering for the MR MIKES Rewards program you agree to these Terms of Use, so please read them carefully.

BY ACCESSING, BROWSING, AND USING THE MR MIKES REWARDS PROGRAM, THE MR MIKES REWARDS MOBILE APPLICATION OR THE WEBSITE [MRMIKES.CA/REWARDS](https://mrmikes.ca/rewards), YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ANY SUBSEQUENT CHANGES HERETO. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY SUBSEQUENT MODIFICATION, YOU ARE PROHIBITED FROM ACCESSING, BROWSING OR OTHERWISE USING THE MR MIKES REWARDS PROGRAM, THE MR MIKES REWARDS MOBILE APPLICATION AND THE WEBSITE.

MR MIKES REWARDS PROGRAM: The MR MIKES Rewards program is a customer loyalty program that rewards registered MR MIKES guests (“**Members**”), on an individual basis and solely for their own account, for dining at, or purchasing take-out orders from, MR MIKES restaurants. Enrollment, membership and all related benefits of the MR MIKES Rewards program, including use of the MR MIKES Rewards mobile application and the website mrmikes.ca/rewards, are offered to you by Mr. Mikes Restaurants Corporation (“**MR MIKES**”) at its sole and absolute discretion. Your enrollment and participation in the MR MIKES Rewards program is subject to these Terms of Use, including any subsequent changes hereto. To participate in the MR MIKES Rewards program, you must become a Member.

ELIGIBILITY: Membership in the MR MIKES Rewards program is only available to legal residents of Canada who have reached the age of majority in their province or territory of residence as of the date they seek to enroll in the MR MIKES Rewards program. Employees of MR MIKES, its parent company and its affiliates are eligible to participate in the MR MIKES Rewards program. Membership in the MR MIKES Rewards program is limited to natural persons only; no corporation, partnership, trust or other legal entity can become a Member. Only one account is allowed per Member and a maximum of four accounts are allowed per household.

ENROLLMENT: In order to enroll as a Member, you must register your MR MIKES Rewards card either online at mrmikes.ca/rewards or through the MR MIKES Rewards mobile application and provide MR MIKES with your name, email address, phone number, address, favourite store, birthday, username and a password. Your Membership will only be activated once it has been approved by MR MIKES and you have been fully registered as a Member. It is your responsibility to ensure that all of the information you provide to MR MIKES in relation to your account (*e.g.* your name, email address, phone number, address etc.) is complete, accurate and up to date. Your Membership is personal to you, and is not transferable in any way. Two or more Members cannot combine or merge their Membership accounts for any reason.

EARNING POINTS: Once you have completed the enrollment process and are registered as a Member, you will be eligible to begin earning MR MIKES Rewards points. Members earn one point for every \$1.00 that they spend on qualifying food and beverage purchases (including alcoholic beverages). To receive your MR MIKES Rewards points, you must present your MR MIKES Rewards card, provide the phone number associated with your account, or check-in via the MR MIKES Rewards mobile application, at the time of purchase. You will receive a receipt after every qualifying purchase that you make, which will serve as your confirmation that your points have been credited to your account. Only one MR MIKES

Rewards card will be accepted per guest cheque, per visit. To qualify for points in relation to a private party event or banquet function, you must be a registered Member prior to booking the event, and you must be the individual paying for the event. Your points will be issued in real-time, and you will be able to view them on your receipt, on the MR MIKES Rewards mobile application, or online at mrmikes.ca/rewards. Your MR MIKES Rewards points are personal to you, and are not transferable in any way.

NON-QUALIFYING PURCHASES: You will not receive any MR MIKES Rewards points in relation to any gift card purchases, taxes or gratuity. You will only receive points for the amount of money that you actually spend during your visit to a MR MIKES restaurant. Points will also not be awarded in connection with any coupon purchases or promotional offers.

MIKEBUCKS REWARDS: Whenever you have accumulated 100 points in your account, a \$5.00 Mikebucks Reward will be automatically loaded to your card. You can redeem your Mikebucks Rewards in relation to qualifying purchases only. To redeem your Mikebucks Rewards, you must present your MR MIKES Rewards card, provide the phone number associated with your account, or check-in with our MR MIKES Rewards mobile application, at the time of purchase. Your Mikebucks Rewards cannot be combined with any other promotional offer. Only one MR MIKES Rewards card will be accepted per guest cheque, per visit, when redeeming any Mikebucks Rewards. Your Mikebucks Rewards can only be applied towards the base price of menu items that you purchase from MR MIKES restaurants; Mikebucks Rewards cannot be used to pay any tax or gratuity in relation to your purchases, or to purchase any MR MIKES gift cards. Mikebucks Rewards have no cash, trade or barter value, are not for resale, and no change will be provided to you upon their redemption. Your Mikebucks Rewards are personal to you, and are not transferable in any way. You have no ownership interest in or to any Mikebucks Rewards that have been issued or granted to you, and no Mikebucks Rewards will ever be considered or deemed to be your property in any way. There may be a delay before Mikebucks Rewards are loaded to your card, and you shall have no claim against MR MIKES based on any failure of any Mikebucks Rewards to appear in your account in a timely manner.

OTHER REWARDS: Each year for your birthday, you will receive a time-limited Mikebucks Rewards credit for a free entrée, which will be automatically loaded to your card. MR MIKES, in its sole discretion, may also award Members additional points and other rewards (such as membership anniversary rewards) from time to time in its discretion. All Mikebucks Rewards birthday credits and other such rewards must be redeemed within two (2) weeks after they have been loaded to your card; otherwise, they will expire automatically without further notice to you.

EXPIRATION: MR MIKES Rewards points and Mikebucks Rewards do not expire (except Mikebucks Rewards birthday credits and other such rewards, which expire automatically as set out above). However, if your account is inactive for eighteen (18) months or more, MR MIKES will cancel the account, and any points or Mikebucks Rewards then remaining in the account will be permanently forfeited and cancelled.

MAXIMUM REDEMPTION: You may redeem up to a maximum of \$1,000 of your accumulated Mikebucks Rewards during any calendar month.

CANCELLATION OF ACCOUNT BY MEMBER. You may cancel your account at any time by sending an email to rewards@mrmikes.ca asking for the account to be cancelled. If you cancel your account, any points or Mikebucks Rewards then remaining in the account will be permanently forfeited and cancelled, effective as of the time of your request for cancellation and regardless of when they were acquired.

ACCOUNT CLOSURE: If your MR MIKES Rewards account is inactive for eighteen (18) months or more, MR MIKES will automatically cancel the account, without further notice to you, and any points or Mikebucks Rewards then remaining in your account will be permanently forfeited and cancelled, regardless of when they were acquired.

SUSPENSION/TERMINATION OF MEMBER'S ACCOUNT: MR MIKES reserves the right, exercisable in its sole discretion, to suspend or cancel your Membership in the MR MIKES Rewards program (including, without limitation, your ability to redeem any Mikebucks Rewards and other rewards that you have earned in connection with your Membership) if MR MIKES suspects, finds or concludes, for any reason, that you have engaged in any misconduct, fraud or theft, or have otherwise acted illegally or in violation of these Terms of Use. These rights are in addition to any other rights and remedies that MR MIKES may have under these Terms of Use, at law or in equity. If MR MIKES terminates your Membership, in accordance with these Terms of Use, any points or Mikebucks Rewards then remaining in your account will be permanently cancelled, regardless of when they were acquired.

MODIFICATION OF PROGRAM: MR MIKES reserves the right to alter, modify, limit, restrict or add to the MR MIKES Rewards program and any rules, regulations, terms and conditions relating thereto (including, without limitation, these Terms of Use) in its sole discretion and without prior notice to you. This includes, without limitation, changing the number of points issued in respect of qualifying purchases, the points threshold(s) at which Mikebucks Rewards are issued and the number or value of Mikebucks Rewards issued, imposing or changing expiration terms in respect of any Mikebucks Rewards or other rewards, discontinuing any rewards and adding new rewards from time to time. Any and all such changes will be effective immediately. By continuing your enrollment in the MR MIKES Rewards program, and continuing to use the MR MIKES Rewards mobile application or the website mrmikes.ca/rewards, you confirm that you accept all such changes and you will be deemed to have agreed to be bound by them. Therefore, you should review these Terms of Use frequently to ensure that you understand the terms and conditions that apply to your Membership, and see whether any of those terms and conditions have changed.

SUSPENSION OR TERMINATION OF PROGRAM: MR MIKES reserves the right to suspend, restrict, cancel or terminate the MR MIKES Rewards program or any aspect or feature of the MR MIKES Rewards program at any time, in its sole discretion, and without prior notice to you or to any other Member. If MR MIKES cancels or terminates the MR MIKES Rewards program for any reason, all points and Mikebucks Rewards then remaining in your account will be permanently cancelled, regardless of when they were acquired, and MR MIKES will have no liability to you or to any other Member whatsoever in relation to such cancellation or termination.

TRADEMARK, COPYRIGHT NOTICE AND AUTHORIZED USE OF APPLICATION AND WEBSITE: MR MIKES owns all right, title and interest in and to all trademarks, logos, designs, images, graphics, text, commercial signs, slogans, documents, files, copyrighted and copyrightable materials, and other intellectual property and proprietary matters displayed or posted on the MR MIKES Rewards mobile application and the

website mrmikes.ca/rewards. These trademarks, intellectual property and other proprietary matters must not be copied, distributed, displayed, reproduced, republished or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, except with the prior written permission of MR MIKES.

ALL RIGHTS RESERVED: You are authorized to access, use and view the MR MIKES Rewards mobile application and the website mrmikes.ca/rewards, and to copy and print documents published by MR MIKES on the website, for your personal use only in connection with your Membership. In consideration of this authorization, you acknowledge that MR MIKES owns all right, title and interest in and to such materials and you agree that any copies of these materials shall retain all trademark, copyright and proprietary notices contained thereon. Except as expressly stated herein, no part of the MR MIKES Rewards mobile application or the website mrmikes.ca/rewards may be reproduced, stored in any retrieval system, or transmitted in any form or by any means, whether electronic, mechanical, printed, photocopied, recorded or otherwise. You may not use, frame, or use any framing techniques to enclose any MR MIKES trademark, logo or other proprietary information (including the images found on the MR MIKES Rewards mobile application or the website, the content of any text or the layout/design of any page or form contained on a page) without MR MIKES's express prior written consent. Further, you may not use any meta tags or any other "hidden text" utilizing a MR MIKES name, trademark, or product name without MR MIKES's express prior written consent. MR MIKES reserves the right, exercisable at any time, in its sole discretion and without prior notice to you, to terminate your permission or license to use the MR MIKES Rewards mobile application and the website mrmikes.ca/rewards, and to block or prevent future access to and use of the MR MIKES Rewards mobile application and the website. Without limiting the generality of the foregoing, any unauthorized use of the MR MIKES Rewards mobile application or the website will automatically terminate your permission and license to use the MR MIKES Rewards mobile application and the website and may violate applicable law, including, without limitation, copyright laws and trademark laws.

DISCLAIMER: MR MIKES strives to ensure that the information contained in these Terms of Use, on the MR MIKES Rewards mobile application, and on the website mrmikes.ca/rewards is complete, accurate and reliable; however, MR MIKES makes no representations or warranties about any of these matters whatsoever. THE MR MIKES REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY AND ALL POINTS, MIKEBUCKS REWARDS AND OTHER REWARDS, ALL PROGRAM SERVICES, AND ALL INFORMATION CONTAINED IN THESE TERMS OF USE, ON THE MR MIKES REWARDS MOBILE APPLICATION AND ON THE WEBSITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NEITHER MR MIKES, NOR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS, CONTRACTORS, REPRESENTATIVES, LICENSORS, SUCCESSORS OR ASSIGNS REPRESENT OR WARRANT THAT: (A) ANY INFORMATION IN THESE TERMS OF USE, ON THE MR MIKES REWARDS MOBILE APPLICATION OR ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE; (B) THE MR MIKES REWARDS PROGRAM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE MR MIKES REWARDS PROGRAM, THE MR

MIKES REWARDS MOBILE APPLICATION, THE WEBSITE OR ITS SERVER(S) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN OR WILL BE ACHIEVED. MR MIKES IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RELATING TO PRICING OR FRANCHISE OR OTHER INFORMATION IN THESE TERMS OF USE, ON THE MR MIKES REWARDS MOBILE APPLICATION OR ON THE WEBSITE. YOUR ENROLLMENT IN, AND USE OF, THE MR MIKES REWARDS PROGRAM, AND YOUR USE OF THE MR MIKES REWARDS APPLICATION AND THE WEBSITE ARE SOLELY AT YOUR OWN RISK.

LIMITATION OF LIABILITY: BY PARTICIPATING IN THE MR MIKES REWARDS PROGRAM AND USING THE MR MIKES REWARDS MOBILE APPLICATION OR WEBSITE, YOU ACKNOWLEDGE AND AGREE, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THAT IN NO EVENT SHALL MR MIKES OR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS, CONTRACTORS, REPRESENTATIVES, LICENSORS, SUCCESSORS OR ASSIGNS HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY INJURIES, LOSSES, HARMS, COSTS, EXPENSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR ANY LOSS OF INFORMATION, PROGRAMS OR DATA), TO ANY PERSON, ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH YOUR ENROLLMENT AND PARTICIPATION IN THE MR MIKES REWARDS PROGRAM AND ANY RELATED PROGRAMS, ACTIVITIES AND PROMOTIONS, YOUR USE OF OR ACCESS TO, OR YOUR INABILITY TO USE OR ACCESS, THE MR MIKES REWARDS PROGRAM, THE MR MIKES REWARDS MOBILE APPLICATION, THE WEBSITE, ANY INFORMATION PROVIDED THEREIN, THEREON OR ANY LINKED WEBSITE OF A THIRD PARTY, EVEN IF MR MIKES HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS. In any event, and without limiting the generality of the foregoing, you acknowledge and agree that MR MIKES's maximum aggregate liability for any injuries, losses, harms, costs, expenses or damages of any kind arising from or in connection with your enrollment and participation in the MR MIKES Rewards program, and your use of or access to, or your inability to use or access, the MR MIKES Rewards program, the MR MIKES Rewards mobile application or the website shall be limited to \$10.

SURVIVAL OF TERMS: The disclaimers and limitations of liability in these Terms of Use: (a) are independent from all other provisions of these Terms of Use and shall apply notwithstanding the failure of any other rights or remedies provided; and (b) apply regardless of the form of action, whether for breach or repudiation of contract, warranty, strict liability, negligence or other form of tort, or any other legal or equitable theory, and shall survive a fundamental breach or breaches, or the failure of the essential purpose of any contract.

RELEASE AND INDEMNITY: By enrolling in the MR MIKES Rewards program and accepting these Terms of Use, you hereby release and agree to indemnify and hold harmless MR MIKES and each of its directors, officers, shareholders, employees, parents, subsidiaries, affiliates, agents, suppliers, contractors, representatives, licensors, successors and assigns, from and against any and all costs, expenses, claims, actions, causes of actions, damages, or any other form of injury, harm or loss, whether due to breach of contract, breach of warranty, negligence or otherwise, to person(s) or property (including, without limitation, death or 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 your enrollment and participation in the MR MIKES Rewards program, your use of or access to, or your inability to use or access, the MR MIKES Rewards

program, the MR MIKES Rewards mobile application or the website, or your receipt, use or misuse, of any MR MIKES Rewards points, Mikebucks Rewards or any other rewards issued or provided by MR MIKES in connection with your Membership.

LINKS TO THIRD PARTY SITES: The MR MIKES Rewards mobile application and the website mrmikes.ca/rewards may link to third party applications and sites not maintained by, or related to MR MIKES. Any and all such links are provided solely as a convenience to users and are not sponsored by or affiliated with MR MIKES or the MR MIKES Rewards program. MR MIKES makes no representations or warranties about any such links or any third party applications or sites linked to the MR MIKES Rewards mobile application or the website. Further, MR MIKES does not endorse, expressly or implicitly, any third party applications or sites linked to the MR MIKES Rewards mobile application or the website. If you access any third party applications or sites, you do so at your own risk and it is your responsibility, not the responsibility of MR MIKES, to take any and all appropriate precautions and protective measures before linking to or accessing any third party applications or sites, including, without limitation, guarding against any and all viruses and other destructive elements. MR MIKES is not responsible or liable in any way for the contents of any application, site or page linked to the MR MIKES Rewards mobile application, the website or any other application, site or page not under its direct control.

EMAIL COMMUNICATIONS: When you join the MR MIKES Rewards program, you are required to provide your email address. MR MIKES uses email as the primary channel to communicate with Members regarding points, Mikebucks Rewards, program benefits, program changes, and all promotions and special offers available to Members. By enrolling in the MR MIKES Rewards program, providing your email address and accepting these Terms of Use, you confirm that you give your consent to receive such email messages from MR MIKES. If you no longer wish to receive email communications from MR MIKES, you can unsubscribe from MR MIKES's distribution list at any time by sending an email to rewards@mrmikes.ca asking to be unsubscribed. However, if you unsubscribe from MR MIKES's distribution list, you will forfeit your right to receive any important information about your account, any changes to the program and all promotions and special offers available to Members.

PRIVACY: Any personal information that you send, provide, share or upload in connection with your enrollment and participation in the MR MIKES Rewards program and any related programs, activities and promotions will be subject to, and treated in accordance with, MR MIKES's Privacy Policy, which you can review at <http://www.mrmikes.ca/privacy-policy>. By enrolling in the MR MIKES Rewards program, accepting these Terms of Use, and providing any such personal information, you confirm that you understand and agree to be bound by these Terms of Use and the Privacy Policy.

DISPUTE RESOLUTION AND GOVERNING LAW: These Terms of Use shall be construed and interpreted according to the laws of the province of British Columbia and the laws of Canada applicable in British Columbia, except where applicable conflict of laws rules require that the laws of another jurisdiction apply. Except where prohibited by applicable law, Members (and former Members), on their own behalf and on behalf of their respective heirs, executors, administrators and assigns, irrevocably and unconditionally agree that any and all disputes, claims and causes of action arising out of or in any way connected with the MR MIKES Rewards program or any points, Mikebucks Rewards or other rewards or benefits awarded, granted, issued or provided thereunder shall be resolved individually, without resort to any form of class action or class proceeding, and exclusively by the courts of the province of British

Columbia and all courts competent to hear appeals therefrom. These Terms of Use constitute and contain the entire agreement between you and MR MIKES with respect to the subject matter of these Terms of Use and supersedes any prior oral or written agreements. In the event of any conflict, inconsistency or language discrepancy between these Terms of Use and any other statements made with respect to the MR MIKES Rewards program, any points, Mikebucks Rewards or other rewards offered or provided, or any other promotions or special offers, whether orally, in writing, on the MR MIKES Rewards mobile application, the website mrmikes.ca/rewards or otherwise, the terms and conditions of these Terms of Use shall prevail, govern and control. If any provision of these Terms of Use is held to be illegal or unenforceable, that provision will be limited, severed or eliminated to the minimum extent necessary so that the remaining provisions of these Terms of Use will remain in full force and effect and enforceable in accordance with their terms.