OVERVIEW

Please read the full Terms and Conditions ("Terms") below carefully. By completing the registration information through the Program mobile app ("App") or Program website ("Website"), you ("you" or "Member") agree to become a member of Aramark Business Dining Rewards program ("Program"), which is subject to these Terms, the terms of the FAQ document located at FAQs"), Aramark's privacy policy located at <u>https://www.aramark.com/other/privacy-policy</u> ("Privacy Policy"), and all terms applicable to your use of Aramark websites and/or mobile apps. There is no fee for entering the Program.

Subject to these Terms, Members can earn points on qualifying purchases made though the Program which can be redeemed for vouchers on future Aramark Business Dining purchases ("Rewards"). Aramark may also offer other promotional opportunities from time to time. Members may have the opportunity from time to time to submit information about themselves to enable Aramark to provide more personalized offers and experiences. All information submitted is subject to Aramark's Privacy Policy.

The Program is valid only in the United States and is void where prohibited or restricted. The Program commences on March 31, 2023 and may expire on December 31, 2023, unless extended by Aramark (the "Program Term"). Aramark reserves the right to modify or terminate the Program at any time, including changing or terminating the number and type of Rewards offered to Members in its sole discretion.

Aramark may operate multiple Programs at the same time. Each Program is separate and specific to the qualifying locations ("Qualifying Locations") listed in the FAQs specific to your Program. Accounts, Points or Rewards may not be transferred between Programs.

I. MEMBERSHIP

1.1. Free Enrollment

No purchase is necessary to enroll in the Program. The Program is intended for personal use only. Commercial use is prohibited.

1.2. Eligibility

You must be age 17 years or older and a customer of the Aramark dining program to be become a Member. Membership is limited to individuals only and is limited to one account per individual. Accounts, Points, and Rewards are personal and cannot be sold, transferred, or assigned to or shared with friends, family, or others.

1.3. Becoming a Member

To become a Member of the Program, you create an account through the Website or App.

1.4. Account Responsibility

Aramark is not responsible for the use of a Member's account or redemption of a Member's points. It is the Member's responsibility to manage unauthorized use or redemption of points by family or friends or other individuals who might have access to the Member's account. In the event the Member's account is stolen, and the account is used or the points are redeemed, the Member must inform Aramark, and we will investigate the report and determine in our sole discretion what remedy, if any, may be available.

Members are responsible for keeping their contact and other information current and accurate. Aramark is not responsible for communications failures or other problems caused by out-of-date or inaccurate information provided by a Member.

1.5. Communication Options & Preferences; Member Privacy

Program-related communications to Members may include in-App messaging and / or push notifications, email and/or SMS text messaging. Members have the ability to opt-out of each method of communication. You may change your communication preferences as follows: (a) You may unsubscribe from promotional emails by clicking the "unsubscribe" link at the bottom of any Program email; (b) you may unsubscribe from Program SMS text notifications by replying with "STOP" or other opt-out language as instructed in any SMS text message you receive from the Program, and (c) push notifications may be changed by adjusting the settings on your mobile device or within your profile.

Any exercise of Member privacy rights, including without limitation, opting out from our promotional emails, will not limit your Program benefits.

1.6 Additional Benefits

Additional Member benefits, such as special promotions, offers, or events, may be available from time to time. These benefits may require a completed profile and/or opt-in to in-App messaging and / or push notifications, email and/or SMS text messaging, and/or location services to be eligible and for you to receive notification of the benefits, all as explained in the terms of each offer. Failure to enroll in such communications, to activate such features, or to have network connectivity, may result in your not receiving information about benefits. Aramark is not responsible for any such failures.

1.7. Deactivation and Deletion

(a) By Member. You may deactivate your Program participation by emailing <u>BusinessDiningRewards@aramark.com</u>. You may request deletion of your data, or to exercise any other eligible privacy rights in accordance with the Privacy Policy, by emailing <u>BusinessDiningRewards@aramark.com</u> or through the App profile settings. Please note that if you submit a deletion request in accordance with the Privacy Policy, we will ask you if you want to terminate your Membership (and account) or to retain your Membership. If you choose to retain your Membership, Aramark will continue to use your personal information to provide the Program and related services or as otherwise permitted by applicable law.

(b) By Aramark. Aramark reserves the right to deactivate any Member's account at any time (i) if such Member violates these Terms, engages in fraudulent conduct, or otherwise abuses the Rewards program, as determined in Aramark's sole discretion, or (ii) if the account has been inactive for a period of two years or more. "Inactive" means failing to make an eligible points-earning purchase or failing to claim or redeem a Reward for 24 months or more.

(c) Effect of Deactivation or Deletion. If an account becomes terminated by either Aramark or the Member, all previously earned points and/or unused Rewards automatically terminate and become null and void. Subsequent re-enrollment by the same Member will be at a zero-point balance. Aramark reserves the right to refuse re-enrollment to any terminated Member based on previous fraudulent, abusive, or otherwise inappropriate behavior, as determined by Aramark in its sole discretion.

II. EARNING AND REDEEMING POINTS

2.1. General

Members can earn points on qualifying purchases made though the Program by presenting their Program ID number or the QR code through the Website or App at the point of sale, either online or inperson. Points for qualifying purchases can only be credited to one account. It is prohibited to split orders or points. Points accumulated on different Member accounts may not be combined or aggregated to claim Rewards.

2.2. Basic Earning Rate

Members earn Ten (10) points for every One (1) dollar spent (with points accumulation rate as low as 10 cents), exclusive of taxes and fees at a Participating Location. When a Member reaches three-Hundred (300) points earned, the Member shall automatically receive a voucher for Two Dollars (\$2.00) off a future qualifying purchase made through the Program exclusive of taxes and fees, the Member shall automatically receive a voucher for Two Dollars (\$2.00) off a future qualifying purchase made through the Program exclusive of taxes and fees, the Member shall automatically receive a voucher for Two Dollars (\$2.00) off a future qualifying purchase made through the Program exclusive of taxes and fees. A qualifying purchase is a purchase (exclusive of taxes and fees) that is made at a Participating Location, unless otherwise described in the FAQs. All Reward claims are final. No returns or refunds of points used to claim a Reward.

2.3. Exclusions

Aramark may exclude any menu items or locations from counting as qualifying purchases by disclosing that such items are excluded. All purchases made by a Member prior to joining the Program are not eligible for Program credit, except for same-day enrollment and qualifying purchases. Program Rewards are not combinable with any other offers, unless otherwise agreed to by Aramark.

2.4. Addition of Points to Accounts

Generally, points are automatically added to a Member's Program account after completion of the Qualifying Purchase. Point balances and Rewards are visible via the Member's account in the Aramark Business Dining Rewards loyalty member profile. Rewards are subject to change or removal at any time in Aramark's sole discretion.

2.5. Cancellations/Refunds

If you cancel an order for which you earned points, or have such an order refunded, any points associated with that order will be deducted from your Program account. This can cause a Member to have a negative points balance.

2.6. Bonus Point Promotions

From time to time, Aramark may run certain bonus point promotions. Under bonus point promotions, Members can earn additional or "bonus points" for completed actions and purchases. Bonus point promotions are subject to the terms and conditions of the offer, along with these Terms, and may be offered at any time in Aramark's sole discretion.

2.7. Points Disputes

If you believe that a purchase or a points-earning activity should have resulted in the addition of points to your account, and such points are not posted to your account within two weeks after the purchase ("Points Dispute"), please notify us immediately at <u>BusinessDiningRewards@aramark.com</u>. We will use reasonable efforts to investigate your Points Dispute so long as you notify us of such dispute within 90 days of the purchase. If you do not notify us within 90 days, you will have waived your right to make a Points Dispute with respect to that purchase. In order for us to undertake an investigation of your Points Dispute, we may require you to provide written confirmation of the Points Dispute. If we do not receive the requested written confirmation at the address and within the time requested, we may determine in our sole discretion not to investigate your Points Dispute. Upon completion of our investigation and our resolution of your Points Dispute, we will have no further responsibilities should you later reassert the same Points Dispute.

2.9 Points Expiration

Points and Rewards expire at the end of the Program Term. No credit or cash will be given for unused or expired points.

III. GENERAL

3.1. Binding Terms

By joining the Program, you agree to be bound by these Terms and all terms applicable to your use of the Website and App including but not limited to Aramark's Privacy Policy, and the terms and conditions related to arbitration of disputes and limitation of liability.

3.2. Modifications/Termination of Program or Terms

Aramark reserves the right to cancel, modify, or restrict any aspect of the Program at any time, including, without limitation, the earning rate, conversion rate, and expiration policy for all points and Rewards. Notification of changes will be given by email, text message and/or within the Website or App. Aramark may make these changes even though such changes may affect the Member's ability to use points or Rewards already accumulated. You are responsible for remaining knowledgeable about the Program Terms. Continued participation in the Program after any posted change(s) constitutes your acceptance of the change(s).

3.3 Account Balances

Aramark reserves the right to determine the amount of points in any Member's account based on Aramark internal records related to the Member's account. In the event that there is an inconsistency between the points accrued in your account and what you believe you should have based on your purchase receipt(s) and/ or program activity within the member profile, please contact us at <u>BusinessDiningRewards@aramark.com</u>. Aramark assumes no responsibility for errors caused by incorrect Member information. All decisions by Aramark on reconciliation of account balances are final and binding.

3.4 Abuse by Member

Aramark may revoke any Member's membership at any time if the Member engages in abuse of the Program or fails to follow these Terms. The sale of points or Rewards is prohibited and may result in the confiscation or cancellation of your points and/or Rewards as well as suspension or termination of your membership in the Program or termination of your Program account, which in each case shall be final and conclusive. Aramark employs various internal and external fraud prevention tools to monitor fraudulent activity associated with Member accounts and may deduct points or cancel Rewards if Aramark determines, in its sole discretion, that points or Rewards were obtained fraudulently or were associated with purchases made by someone other than the account holder. In addition, fraud or abuse relating to the accrual of points or the claiming or redemption of Rewards may result in revocation of your membership in the Program and may affect your eligibility for participation in any other Aramark programs.

3.5 Promotional Program Only

Rewards are purely promotional offers, do not constitute property of any Member, are nontransferable, have no cash value, and cannot be redeemed for cash or gift cards. No portion of any qualifying purchase constitutes consideration paid for any Rewards or other promotional benefit. For information regarding the Program, contact customer care at <u>BusinessDiningRewards@aramark.com</u>.