

MAD GREENS REWARD PROGRAM TERMS AND CONDITIONS

(last updated February 19, 2021)

The MAD Greens Rewards Program (“Reward Program”) is offered by Salad Collective, LLC d/b/a MAD Greens (the “Company”) and/or its subsidiaries, licensees, franchisees and affiliated companies (“MAD Greens”, “Company”, “we”, or “us”). These MAD Greens Rewards Program Terms and Conditions (“Rewards Program Terms and Conditions”) apply to the Rewards Program offered through any digital means, including MAD Greens’ mobile application (the “App”) or its website(s) (the “Sites”).

YOUR CONSENT

By participating in the Rewards Program, you are agreeing to these Rewards Program Terms and Conditions, the MAD Greens Digital Terms and Conditions of Use, and the MAD Greens Privacy Policy which are incorporated herein by this reference. If you do not agree to these terms, do not participate in the Rewards Program.

OWNERSHIP, COPYRIGHTS AND TRADEMARKS

All right, title, and interest in the Rewards Program, including all copyrights, patents, trade secrets, trade dress, and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to MAD Greens or its licensors. Nothing in these Rewards Program Terms and Conditions or otherwise will be deemed to grant you an ownership interest in the Rewards Program in whole or in part.

MAD GREENS REWARDS PROGRAM

MAD Greens offers its valued guests the opportunity to participate in the MAD Points Rewards Program (the “Rewards Program.”) The Rewards Program is available only to those who enroll, and only with respect to transactions with MAD Greens in the United States, excluding certain airport, campus, military base and/or stadium locations. There are no membership fees associated with the Rewards Program. The Rewards Program allows Members to earn MAD Points that may only be redeemed for rewards (“Rewards”) consisting of food, beverages and/or promotional items.

CREATING A REWARDS ACCOUNT

Enrolling is easy. Click [here](#), visit www.madgreens.com/rewards, or download the App in the Apple Store or Google Play Store. Follow the prompts to create an online or Rewards Program account (“Rewards Account.”) You may have only one Rewards Account and you may not sell, transfer, or assign that account to or with others, or share it with people outside of your household.

MAD POINTS

Qualifying Purchases. In the Rewards Program, you can earn one point (a “MAD Point”) for every one dollar, net of taxes, you spend at participating MAD Greens when you make a qualified purchase (a) through the App, (b) online for pick up or delivery when logged into your Reward Account, and (c) in a MAD Greens restaurant when you scan your App at the register. To scan your App, select the “EARN” button in the app, or Once you have earned and accumulated 100 MAD Points in your Rewards Account, you will earn a \$10 Reward. You do not earn MAD Points for fractional dollar amounts, but fractional dollar amounts equal to \$.51 or more are rounded up to \$1.00; therefore, you will earn one MAD Point

for any fractional amount equal to \$.51 or more, but no MAD Points for \$.50 or less. Once you earn a Points Reward, you may start accumulating points towards another Points Reward.

You may only earn MAD Points on one transaction per four-hour period, and only up to 200 MAD Points per calendar day. You can track your MAD Points, Rewards, and Offers by logging into your Rewards Account online or in the App.

Referral Bonuses & Social Media Sharing. You can also receive extra MAD Points or an Offer (defined below) for every friend you refer that joins our Rewards Program and starts earning their own MAD Points. Your extra MAD Points or Offer will be awarded once the referred friend enrolls in the Rewards Program using your invite code and makes their first qualified purchase. They must use your invite code during the initial signup process for you to qualify for the referral bonus or offer. A friend cannot add the invite code if they already have a Rewards Account. Our App makes it easy to share your invite code with friends via text, email, Facebook and Twitter, and other social media channels as that function becomes available.

When you share your invite code through the App on social media, you may also share why you are a MAD Greens fan your MAD Greens experience. You will have the option to make your comment public, but please note that by making your comment public, you consent to us using your comment for commercial purposes on the MAD Greens website, Facebook page, and/or other social media outlets or internal and/or external communications.

Other Activities. MAD Greens may in its sole discretion allow other opportunities for you to earn MAD Points, such as participating in limited-time promotions or survey requests.

REWARDS

Rewards may be redeemed at participating MAD Greens restaurants through the Website or App, or in-person. If in person, let the cashier know you want to redeem a Reward. MAD Points, Rewards and Offers (a) have no cash value, (b) may not be redeemed or exchanged for cash or any cash equivalent, (c) may not be combined with other offers, promotions, discounts or coupons (including, without limitation, any other Reward or Offer), (d) are not transferable, and (e) may not be substituted. Redemption of Rewards do not earn MAD Points. You may only redeem one Reward or Offer per visit regardless of the number you have in your Rewards Account.

OFFERS

MAD Greens may in its sole discretion add regular or limited-time promotions and/or special offers to the Rewards Program (“Offers”) consisting of a particular food, beverage and/or promotional item(s) rather than MAD Points. Availability of the Offer may be limited to certain locations. Substitutions regarding Offers are not allowed. Unless expressly stated otherwise, any Offer must be redeemed in a single transaction, and any unused portion of an Offer, if any, is forfeited. Not everyone enrolled in the Rewards Program may be eligible or receive all Offers. All specific terms of the Offer shall be in addition to these Rewards Program Terms and Conditions, such as minimum purchases, additional charges and taxes, applicable expiration dates, while supplies last, and additional limits on participating locations.

CHECKING YOUR MAD POINTS, REWARD BALANCES AND OFFERS

You can check your MAD Points, Rewards and Offers by logging into your Rewards Account on the MAD Greens website or App. In the event of any dispute, MAD Greens' determination of your MAD Points balance, Rewards balances and/or Offers shall be final.

INACTIVITY

If you have no activity on your Reward Account for one year, all MAD Points and Rewards (no matter when they were earned) will expire and the balances will change to zero. "Activity" is defined as a transaction or Points Reward redemption associated with your Rewards Account. If you choose to reenroll in the Rewards Program after being inactive for one year or more, your account balances will start at zero.

ACCOUNT TERMINATION

MAD Greens reserves the right to terminate your Rewards Account and/or your participation in the Rewards Program if we determine, in our sole discretion, that you have violated these Terms and Conditions, you have more than one account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. MAD Greens may, in its sole discretion, suspend, cancel, or combine Rewards Accounts that appear to be duplicative, and may refuse to allow you to re-enroll in the Rewards Program. MAD Greens also reserves the right to "unregister" and make ineligible for the Rewards Program any Rewards Account that has been inactive for one year. If you have not earned any points towards the Reward Program in the past year, your account is considered inactive and your MAD Points and Point Rewards shall be forfeited.

REWARDS PROGRAM CHANGES

The Rewards Program is subject to change or be eliminated at any time in MAD Greens' sole discretion without notice. MAD Greens has the right at any time, with or without giving you prior notice, and for any reason, to: (a) end or cancel the Rewards Program and/or any specific Reward; (b) change any Reward, Offer or other Rewards Program benefit we offer; (c) change the requirements for earning a particular Reward; (d) change the time you have in which to earn or redeem a particular Reward; and/or (e) change any other feature of the Rewards Program.

If we end the Rewards Program, MAD Greens will amend these Terms and Conditions, and the Rewards you have earned, but not used, will expire on the end date. You may not redeem any Rewards or use any credits after the end date.

COMMUNICATIONS

As a part of the Rewards Program, MAD Greens will send you transactional, informational, and promotional messages. These communications may happen in the form of push notifications through the App, email, and/or any other ways you may have selected when you enrolled in the Rewards Program. If your contact information changes, or if you wish to change your contact information or the method by which we send you messages, please email rewards@madgreens.com to update your contact information or preferences.

MODIFICATIONS

We may modify these Terms and Conditions from time to time, and keep our most recent version available for review on our Website and App. Your continued use of the App, your Rewards Account or other participation in the Rewards Program after any modification to these Terms and Conditions confirms your acceptance of the Terms and Conditions as modified.

Additionally, MAD Greens may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to the App or any portion thereof; (2) change, revise, or modify the App or any portion thereof; (3) interrupt the operation of the App or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the App; and/or (5) terminate the authorization, rights, and license given above. Upon any termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the App.

NO WARRANTIES

THIS APP, THE CONTENT, AND THE REWARDS PROGRAM ARE PROVIDED ON AN “AS IS”, AND “AS AVAILABLE” BASIS, AND MAD GREENS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MAD GREENS DOES NOT GUARANTEE THAT THE APP OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

This App is governed by and subject to the laws of the State of Colorado, USA and, where applicable, U.S. federal law, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction and venue of the courts located in Denver, CO for any disputes arising out of these Terms and Conditions, the App, or the Rewards Program. Notwithstanding this provision, you agree that MAD Greens may apply for injunctive or other equitable relief in any court of competent jurisdiction.

SEVERABILITY

If any of the provisions of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

QUESTIONS

If you have any questions regarding the App, the Rewards Program, and/or these Terms and Conditions, please contact us at rewards@madgreens.com.