

RIVER REWARDS™ TERMS AND CONDITIONS

This River Rewards App (the “App”) is offered by MRP Holdings, LLC (MRP), and/or its subsidiaries, licensees, franchisees and affiliated companies. These Terms and Conditions (“Terms and Conditions”) apply only to this App and the Rewards Program (as defined below) offered herein, and not to any other website, mobile app, product, service, or program offered by us. These Terms of Use are a legal and binding agreement between you and MRP governing your use of this App, which includes its content, information, services, and features.

Please read these Terms and Conditions, which apply to your use of this App and enrollment and participation in our Rewards Program. By accessing or participating in the Rewards Program and App, you agree to be bound by these terms and conditions and all terms incorporated by reference. If you do not agree to these terms, then do not use this App or participate in the Rewards Program.

Modifications

We may modify these Terms and Conditions from time to time. When we do, we will notify you by email or otherwise as required under applicable law. It is therefore very important that you update your account information or notify us when your email address changes. Any changes to this Terms and Conditions will also be posted here. Your continued use of the App or participation in the Rewards Program after any modification confirms your acceptance to the modifications.

Additionally, MRP may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to this App or any portion thereof; (2) change, revise, or modify this App or any portion thereof; (3) interrupt the operation of this 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.

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You agree to use this App and the Content in accordance with these Terms and Conditions and all applicable laws and regulations. MRP may prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to this App, the Content, users, us, our brand, or any other person or entity, or that violates these Terms and Conditions and/or applicable law.

Rewards Program

MRP offers the River Rewards Program (the "**Rewards Program**") to reward and thank our loyal restaurant customers. The Rewards Program is available to enrolled members at participating MRP restaurants in the United States. Rewards accumulated under the Rewards Program are promotional and have no cash value. There are no membership fees associated with the Rewards Program.

Eligibility: You may enroll in the Rewards Program if you: (1) are a legal resident of the United States; (2) at least 13 years of age at the time you enroll; (3) have an active, valid e-mail address; and (4) are a human being. No corporations, partnerships, limited liability companies, or other legal entities can participate in the Rewards Program.

The Rewards Program is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use the Rewards Program under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions.

Enrollment/Rewards Account: You can enroll in the Rewards Program and create a Rewards account ("**Rewards Account**") in one of the following ways:

Download the app on your smartphone through the App Store or Google Play;

Visit the MacKenzie River Pizza website located at www.mackenzieriverpizza.com; or

Through your Facebook account using the App.

Your Rewards Account is personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others. You may have only one (1) Rewards Account.

As a part of the Rewards Program, MRP will send you transactional, informational, and promotional messages and/or offers. 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 log into your Rewards Account and update your contact information or preferences.

Rewards: You will earn and receive points (as defined below) toward Rewards (as defined below) as follows:

Social Media Sharing & Referral Bonuses: You can also receive an extra 10 Points for every Facebook friend you refer who joins our Rewards Program and starts earning points. Your extra points will not be awarded until the referred member enrolls in the Rewards Program and earns their first points or uses your invite code.

You can also share your experience on your personal Facebook page through the App. You have the option to make your comment public, but please note that by making your comment public, you give MRP permission to use your comment on a MRP website, Facebook page, and/or other social media outlets.

Rewards: By accumulating 150 points in your Rewards Account, you will earn \$10 (a "Reward"), which you may redeem at participating MRP restaurants. The Reward will be valid for 12 months. Once you earn a Reward, you may start accumulating points towards another Reward. A Reward may not be combined with any other offer or coupon.

\$1 spent = 1 point, once you get to 150 points, you can redeem \$10 off your next purchase

Additional Rewards Program Terms: MRP 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 (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. MRP 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. MRP also reserves the right to "unregister" and make ineligible for the Rewards Program any Rewards Account that has been inactive for 12 months. Inactive is defined as no Rewards earned.

MRP has the right at any time, with or without giving you prior notice, to:

- end or cancel the Rewards Program and/or any specific Reward;
- change any Reward or other Rewards Program benefit we offer;
- change the requirements for earning a particular Reward;
- change the time you have in which to earn a particular Reward; and/or
- change any other feature of the Rewards Program.

If we end the Rewards Program, Rewards you have earned but not used will expire on the end date, and you may not redeem any Rewards or use any credits after the end date.

Login and Registration

Certain features or services offered on or through this App may require you to complete a registration process and/or setup an account or login. In connection therewith, you agree to (1) provide true, accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your login, including your password. You agree to notify MRP immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by MRP or any other App user or visitor due to someone else using your login as a result of your failing to keep your login information secure and confidential.

You may not use anyone else's account or login information. MRP shall not be liable for any loss or damage arising from your failure to comply with these obligations.

No Warranties

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Governing Law/Venue

This App is governed by and subject to the laws of the State of Montana, 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 Montana for any disputes arising out of these Terms and Conditions, the App, or the Rewards Program. Notwithstanding this provision, you agree that MRP may apply for injunctive or other equitable relief in any court of competent jurisdiction.

Privacy

Please review our Privacy Policy located at <http://www.mackenzieriverpizza.com/privacy-policy-disclaimer/> (the "**Privacy Policy**"), which is incorporated herein and also governs your use of this App, to understand MacKenzie River Pizza's privacy practices.

General Provisions

All or any MRP's rights and obligations hereunder may be assigned to a subsequent owner or operator of this App in a merger, acquisition or sale of all or substantially all of MRP assets. If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms and Conditions or any portion thereof to be unenforceable, such provision will be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms and Conditions will continue in full force and effect. MRP's failure to act with respect to a breach by you or others does not waive MRP's right to act with respect to that breach or subsequent or similar breaches.

Questions

If you have any questions regarding the App, the Rewards Program, and/or these Terms and Conditions, you can contact us at: RiverRewardsApp@mackpie.com

Last Updated

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