



EGG LOYALTY CARD PROGRAM

All customers are invited to become The Delectable Egg Rewards Program (“Program”) members by completing a membership profile in one of the following ways:

1. By visiting any of our four store locations; or
 2. By visiting www.thedelectableegg.com.
- A membership profile must be successfully completed in order for any customer to become a (“Member”) of the program. Membership details include:
 1. Name*
 2. Physical Address
 3. City
 4. State
 5. Zip Code*
 6. Cell Phone Number
 7. Email Address*
 8. Birth Date
 9. Gender
 10. # In Household
 11. Agree to Terms and Conditions*

* Required
 - Only Members are entitled to earn, accrue and use points and rewards issued pursuant to the Program.
 - There are no fees to join and members must be legal residents of the United States, Puerto Rico or Canada, at least 18 years of age, and maintain a valid electronic mail (“email”) address.
 - The Delectable Egg has the right, in its sole discretion, to modify, add or delete any of the Program rules, terms, conditions or benefits, in whole or in part, at anytime, with or without notice, even though such changes may reduce (or increase) the value of the Rewards or individual’s benefits, except where prohibited by law. Continued participation in the Program constitutes acceptance of any modifications, additions or deletions.
 - All questions and interpretations concerning the Program’s terms and conditions shall be resolved in the sole discretion of The Delectable Egg and by joining the Program, you expressly agree to be bound by The Delectable Egg’s decision.
 - Members consent to The Delectable Egg accumulation, retention, and reasonable use of all information regarding their purchases, acquired by The Delectable Egg, as a result of their participation in the Program.
 - The Program and participation therein is void where prohibited by law or where The Delectable Egg would be obligated to apply for any special license, bonding, permit, or other government regulatory approval relating the Program.
 - All references to “dollar” shall mean United States Dollars.

Point Accumulation

- Program members earn 1 point per dollar spent on qualifying purchases. Partial points will be accrued for change on the dollar. 100 partial points equal one point. Qualifying purchases are purchases excluding coupons and tips at any Delectable Egg. When coupons are presented, Program members will receive points on only the cash amount of the bill excluding tip. Therefore, no points will be awarded for the coupon discount and tip amounts.
- Program points are awarded to the paying customer. Customers splitting checks will accrue the points for only their paid portion.
- Members must present their Program cards at the time of purchase to ensure accurate accumulation and tracking of membership points.
- Point balance accrual period is from card registration date to redemption date. Points may be reset if the card is inactive for 24 months from last use.
- The Delectable Egg reserves the right to offer opportunities to obtain points and make promotional offers to select members based on purchase activity, geographic location, program participation or other to be determined uses.
- Points are issued for promotional purposes only when qualifying purchase are made.
- Points cannot be redeemed for cash at any time.
- Member accounts and points are not transferable and cannot be combined with the points accrued in a separate member's account.
- In the event a Program membership account is not utilized for a 24-month period, The Delectable Egg reserves the right to cancel your membership.
- Points may be subject to tax liability. Any tax liability or obligation, including disclosure, is the sole responsibility of the member.
- If you believe points have not been credited accurately to your Program membership account, please contact Customer Service at rewards@delectableegg.com. Claims must be filed within 45 days from transaction date when points are alleged to have been earned. The Delectable will review the claim and respond with a verdict within 30 days of the delivered claim.
- The Delectable Egg shall have no liability for failure, delay or error in crediting points to your Program account.
- You may check your point balance by accessing your membership account at any one of Delectable Egg locations.
- The Delectable Egg is not responsible for lost or stolen cards.

Rewards

- Delectable Egg currency credits are awarded in 100-point increments.
- 100 points = \$10 in Delectable Egg currency.
- Members will not be eligible for Delectable Egg currency credit until a total of 100 points are accrued. Upon redemption of the Delectable Egg credit, the corresponding points will be deducted from the Member's account. Members may accrue more than 100 points at any given time prior to redemption but will only receive additional Delectable Egg credits (\$10) after successive increments of 100 points.
- Delectable Egg currency may not be used for tipping servers and staff.
- The Program card must be registered prior to redeeming The Delectable Egg reward.

Communication and Privacy

- By enrolling in the Program, you agree that receiving communications via email is a condition of continued participation. Further, you agree that The Delectable Egg may send you mail and email communications regarding the Program.
- If you choose to discontinue email communications you may do so by contacting any store location, or by unsubscribing via the "manage my subscription" link on all emails.
- Member personal information will be held in accordance with The Delectable Egg's Privacy Policy and will be used for internal purposes only. The Delectable Egg will not sell or distribute your information to outside parties.

Changes to Terms and Conditions

- The Delectable Egg has the right, in its sole discretion, to modify, add or delete any of the Program rules, terms, conditions, or benefits, in whole or in part, at anytime, with or without notice, even though such changes may reduce (or increase) the value of the rewards or an individual's benefits, except where prohibited by law. Continued participation in the Program constitutes acceptance of any modifications, additions or deletions.
- All questions and interpretations concerning Program terms and conditions shall be resolved in the sole discretion of The Delectable Egg, and by joining the Program, participants expressly agree to be bound by The Delectable Egg's decisions.

Program Termination

- The Program has no predetermined termination date, and may continue until such date as The Delectable Egg, in its sole discretion, designates as the termination date. The Delectable Egg has the right to end the Program at any time without providing written notice to participants.

Program Limitations

- The Delectable Egg is not responsible for failures or malfunctions of computer or data transmission systems; interrupted or unavailable network, server or other connections; or any technical problem in connection with the Program, Program administration, point accumulation issuance. The Delectable Egg reserves the right, in its sole discretion, to void points or rewards of any Member who The Delectable Egg believes has attempted to tamper with influence or impair the administration, security or fairness, of the Program.
- CAUTION: ANY ATTEMPT BY A MEMBER TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE DELECTABLE EGG RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH MEMBER TO THE FULLEST EXTENT OF THE LAW.
- By participating, you agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Program shall be resolved individually, without resorting to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and shall not include any punitive, consequential or other damages, including costs associated with entering the Program but in no event attorneys' fees; and 3.) Under no circumstances will any member be permitted to obtain any award for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of members and The Delectable Egg shall be determined by The Delectable Egg in its sole and absolute discretion. These rules shall be governed by, and construed in accordance with the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Colorado. Any legal proceedings arising out of the Program shall be instituted only in the federal or state courts located in the State of Colorado, and members consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating hereto.