

A’Roma Rewards Loyalty Program Rules

The A’Roma Rewards Loyalty Program (the "Program") is a promotional program that is offered as a benefit for A’Roma Ristorante, subject to the following terms and conditions (the "Program Rules"). The Program is sponsored by A’Roma Ristorante, Inc. and is administered by Fan Connect an independent contractor not affiliated with A’Roma Ristorante.

A’ROMA may change these Program Rules from time to time with or without notice. Any changes will be effective prospectively as of the date noted when the updated Program Rules are posted. It is your responsibility to review the Program Rules from time to time to be aware of any such changes. A’ROMA reserves the right to approve, deny or revoke membership or the right to participate in the Program with respect to any person for any reason whatsoever, in A’ROMA's sole discretion. A’ROMA also reserves the right to cancel the Program at any time without notice.

Enrollment/Point Accumulation:

- There is no fee to sign up for the Program, but eligible purchases and/or activities are required to earn and redeem points.
- Program members must register their accounts before points may be redeemed for rewards.
- Program points may be used at A’Roma Res only.
- Individuals must be 18 years of age or older to participate in the Program.

Earning Points:

Points are earned at the rate of 5% for each \$1.00 spent on food and beverages (excluding tax, gratuities, gift cards, and alcohol) at A’Roma Ristorante. Additional points may be made available through special promotional offers. Points earned will show up in your account as soon as you have completed any eligible transaction at a A’Roma Ristorante.

Points Earned:

- Points may be earned for dine-in, and to go food items only. Points may not be earned on amounts associated with taxes, gratuities, and purchases of gift cards or alcohol.
- Points will be rounded to the nearest whole number of the purchase. For example, a \$12.49 purchase will round down to 12 points while a \$12.50 purchase will round up to 13 points.

- On a purchase with a discount, points will be earned on the net discounted amount of the purchase.
- Any Federal, State or other tax liabilities are the responsibility of the Program member.
- Cards issued under the Program and Program points have no cash value.

Redeeming Points:

- Rewards are not automatically issued; points must be redeemed to receive a reward.
- For any "dollars off any meal" reward (for example, "\$10 off" or "\$25 off"), the reward may only be used on a meal costing more than the amount of the reward, net of all amounts for alcohol, gift cards, taxes and gratuities.
- Unless otherwise required by law, no cash back will be paid on any reward.

Termination of the Program:

A'ROMA reserves the right to discontinue the Program at any time. When the Program is terminated, each Program member will be allowed to redeem any points in that member's account as of the stated termination date of the Program provided the member redeems such points within 90 days following the Program termination date.

General:

If a card issued under the Program is lost, stolen, damaged or destroyed, the card may be replaced with the rewards balance remaining at the time the Program member has notified A'ROMA that the card has been lost, stolen, damaged or destroyed. A'ROMA may, in its discretion, modify the Program rewards or substitute rewards of comparable value without notice. A'ROMA reserves the right to audit any Program account at any time. Standard text and messaging rates apply.

Marketing Communications:

By enrolling in the Program, you authorize A'ROMA, our subsidiaries and affiliates, and our third-party contractors engaged in connection with the Program (, to contact you regarding the Program, including periodic updates about the Program and other A'ROMA announcements and promotions, via text message or e-mail. You may opt out of receiving such materials or messages by emailing us at If you opt out, you authorize A'ROMA, our subsidiaries and affiliates, and our third-party contractors to send you an email and/or text message confirming your opt out.

Dispute Resolution:

The Program shall be governed by the laws of the State of California, exclusive of choice of law rules. Except where prohibited by law and as set forth herein, any action arising out of or relating to the Program shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a sole arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), which includes payment by A'ROMA of many of the fees associated with such arbitration, whether initiated by A'ROMA or you. The arbitration shall be held at a location in the state in which you live. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only A'ROMAs or our individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary herein, if the amount in dispute arising out of or relating to the Program is less than the jurisdictional maximum of a small claims court applicable in the state in which you live, you may bring an action in such small claims court for such dispute, which shall be in lieu of arbitration or an action in any other court.

Privacy:

By enrolling in the Program, you authorize A'ROMA, our subsidiaries and affiliates, and our third-party contractors engaged in connection with the Program to share information about you and your Program account among such entities (but not with any other third parties) as necessary to effect, administer, enforce, service and fulfill the Program.