

TERMS & CONDITIONS

SCHLOTZSKY'S LOTZ4ME™ REWARDS RULES

Schlotsky's Franchise LLC ("Schlotts's," "we" or "us") started its Schlotts's® Lotz4Me™ Guest Rewards program (the "Program") to recognize and reward our loyal Schlotts's® restaurant Guests. We offer the Program at participating Schlotts's® restaurants in the United States. If you want to take advantage of the benefits ("Rewards") that we offer to members of the Program, then you must agree to these terms and conditions ("Rules").

ELIGIBILITY

You may enroll in the Program if: (a) you are a legal resident of the United States, (b) you are at least 13 years of age at the time you enroll, (c) you have a postal address that the United States Postal Service recognizes, (d) you have an active e-mail address, and (e) you are a human being. Only human beings may enroll in the Program. No corporations, partnerships, limited liability companies, trusts, or other legal entities may enroll. The Program is not targeted towards, nor intended for use by, anyone under the age of 13.

ENROLLING

To enroll in the Program, download the Lotz4Me™ app (the "App") on the Google Play or Apple Store or online at, www.schlottskys.com (the "Website") and follow the steps below. You will also have the option of joining the Program through Facebook on the app. If you do not have a smartphone, you can enroll on the Website by following the steps below.

Enrolling in the Program is simple:

Joining through the App:

1. Download the App from either Google play or Apple Store by searching "Lotz4Me" or "Schlotts's" on your smartphone.
2. Sign in with your name, email address, date of birth and password.
3. Start earning rewards right away!

Joining through Facebook within the App:

1. Download the App from either Google play or Apple Store by searching "Lotz4Me" or "Schlotts's" on your smartphone.
2. Click the "Sign up with Facebook", if you not logged into Facebook through your smartphone currently, it will prompt you to do that at that time.
3. Earn a free "Punch" for signing up with your Facebook account*.
4. Start earning rewards right away!

*This is a one-time offer, only available upon initial registration for the App.

By joining and using the Program through Facebook, you hereby release Facebook from any and all liability in connection with the Program. You also acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing information to Schlotts's by joining the Program, not to Facebook.

Joining through the Website:

1. Go to www.schlotzskys.com
2. Click the “Lotz4Me” icon at the top of the page.
3. Click the link below the program details that says, “Don’t Have a Smartphone? Click [here](#).”
4. Sign in with your name, email address, date of birth and password.
5. Start earning rewards right away!

We will use your contact information to keep in touch with you in the ways you select when you enroll in the Program. If your contact information changes, or if you wish to change your contact information or the method by which we send you messages (e.g., start having us send messages to your mobile phone number), please log onto the App or the Website and update your contact information or preferences.

If any information you provide us is not truthful, accurate and complete, we may block you from enrolling in the Program, or we may cancel your membership in the Program. Each person may have only one Program account. If Schlotzsky’s finds that you have created multiple Program Accounts, we may cancel all Program accounts you have created. Further, Schlotzsky’s may refuse to allow you to re-enroll in the Schlotzsky’s Program.

We do not anticipate having to limit the number of people that we will allow to enroll in the Program, but we reserve the right to do so.

We do not charge you a fee to enroll in the Schlotzsky’s Program or to remain a member of the Schlotzsky’s Program.

KEEPING IN TOUCH WITH YOU

As a part of the Program, Schlotzsky’s will send to you informational and promotional messages to the contact information that you provide as part of your registration, such as messages informing you of improvements we make to the Schlotzsky’s Program, new Rewards you may earn, Rewards you have earned that may be ready to expire, new menu items you may want to try, and events happening in Schlotzsky’s® restaurants. These communications may happen in the form of push notifications through the App and/or email. We may find new ways of contacting you and we will inform you prior to any such changes.

Contacting You through Push Notifications through the App

After downloading and opening the App, you will be prompted to either allow or not allow push notifications to be sent to your phone from the App. By opting into the Program push notifications, you ensure you never miss a special promotion. But, you may opt out of receiving push notifications from the App; you are not required to opt-in to allowing Schlotzsky’s to send you push notifications through the App to become or remain a Schlotzsky’s Program member.

Contacting You by Email

Upon joining the Program, you will begin to receive two types of emails from us. The types of emails are detailed below.

Account Transaction Emails:

Each time you receive a Punch (as detailed below) and each time you redeem a Reward (as detailed below), we will send you an email detailing the transaction.

As a condition of enrolling in the Program, you agree that Schlotzsky's may send you these account transaction messages by email to the email address associated with your Program account ("Program Account"). If at any time you no longer wish to receive such account transaction messages, you may cancel your Program Account as described below in the How and When Membership May End section of the Rules. Please note that if you unsubscribe from the account transaction emails, Schlotzsky's will de-activate your Program Account and you will forfeit all Punches, Rewards and other benefits of being a Program member that you may have earned.

Promotional Emails:

As a member of the Program, you are eligible to receive exclusive insider news and special offers, as well as have the opportunity to share your thoughts and give feedback. We will send you this information by email to the email address associated with your Program Account. If at any time you no longer wish to receive such promotional emails, you may "opt out" and remove yourself from the email list by clicking "Unsubscribe" at the bottom of one of these emails and following the steps provided. Unsubscribing from these promotional emails will not de-activate your Program Account; you are not required to receive these promotional emails to remain a member of the Program.

PRIVACY

We will use the information you provide us when you enroll and when you update your information in the manner described in our Privacy Policy. You may read our Privacy Policy by clicking on the Privacy Policy button where it appears on this Website. If we revise our Privacy Policy, then these Rules will automatically refer to that revised Privacy Policy once we publish it on our Web site.

You will need your e-mail address and Program password to access your Program Account, or, if you registered with your Facebook, you can log in to your Program Account through your Facebook account. You are responsible for keeping the information you use to access your Program Account (i.e., the password for your Program Account, Facebook account,) private and secure. If someone besides you learns your Program Account password or learns your Facebook account information, and uses your password or Facebook account to access your Program Account, then you will be responsible for any actions that person takes as to your Program Account.

THE BENEFITS OF BEING A LOTZ4ME™ GUEST REWARDS PROGRAM MEMBER

Earning Punches towards Rewards: Qualifying Purchase

Members will earn and receive “Punches” toward Rewards by making qualified purchases at Schlotzsky’s® restaurants and scanning the bar code on the receipt from your purchase with the built in scanner in the App or uploading a photo of your receipt within 24 hours of your purchase. You will earn one Punch per purchase of \$6 or more. You will not earn a Punch towards an earned Reward if you spend less than a total of \$6.00 in one transaction at a Schlotzsky’s® restaurant. Please note that even if your purchase is more than \$6, you will only earn one Punch per individual purchase totaling \$6 or more. Further, you may only earn one Punch per 4 hour period meaning that you will only be eligible for one Punch per visit regardless of the number of transactions you make during that visit.

To receive a Punch for a qualified purchase, scan the bar code on the receipt from your purchase with the built in scanner in the App or upload a photo of your receipt within 24 hours of your purchase to verify the minimum purchase requirement of \$6. After this verification, the Punch to which you are entitled will be applied to your Program Account. You can track the Punches and Rewards you have already earned and that you may earn in the future by logging into your Program Account through the App, by logging into your Program Account with your Facebook account or through the Website and entering your e-mail address and your Program Account password.

Earning Punches towards Rewards: Social Media Sharing & Referral Bonuses

Members can also receive an extra Punch for every Facebook friend they refer who joins our Program and starts earning Punches. This incentive encourages social sharing, but it’s important to understand an extra punch will not be awarded until the referred member downloads the App and earns their first punch by spending a minimum of \$6 in one of our restaurants.

For example:

Sally and Joan are Facebook friends. Sally signs up for the Program using her Facebook profile and then makes her first qualifying \$6 purchase at a Schlotzsky’s restaurant and scans her receipt within 24 hours of her purchase to verify the purchase, earning her two punches: one for using her Facebook profile to join and a second for spending a minimum of \$6 at a Schlotzsky’s restaurant. Joan then joins the Program using her Facebook profile and makes her first qualifying \$6 purchase at a Schlotzsky’s restaurant. This also earns Joan two punches: one for using her Facebook profile to join and a second for spending \$6 at a Schlotzsky’s restaurant. The App will automatically recognize that Sally and Joan are Facebook friends and will ask Joan if Sally referred her to the Program. If Joan answers “yes”, Sally will earn a free Punch because Joan named her as the person who referred her to the Program.

If members weren’t referred by a Facebook friend, they have the choice to skip this option within the App and register on their own.

You can also share your Schlotzsky’s 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, we may re-use your comment on the official Schlotzsky’s Facebook page and/or other social media outlets.

Earning Punches towards Rewards: Play the “Stackin’ The Original®” Game

Members can receive a Punch playing the “Stackin’ The Original®” sandwich stacking game (the “Game”) available under the “Games” tab inside the App. Members will receive one (1) Punch upon successful completion of all five levels of the Game. Please note: Members can only receive one (1) Punch per month through the Game.

Exclusive Insider News & Special Offers

Program members will have access to exclusive ‘insider’ information – including being one of the first to hear about select new menu items, special promotions, system-wide events, etc. Members will learn about Limited Time Offerings and special promotions through push notifications and/or emails sent through the Program. These details will also be housed within in the App in the “News & Offers” section.

Member Feedback & Surveys

Members will have the ability to give immediate feedback about their visit to Schlotzsky’s, with the added ability to share their comments through their social network on Facebook. Members can also provide feedback through surveys, which allow us to quickly collect information directly from Guests who are using the Program App and regularly visiting our restaurants. And by submitting feedback or participating in surveys, members can earn more Punches!

SCHLOTZSKY’S® LOTZ4ME™ REWARDS

By accumulating 7 Punches in your Program Account, you will earn a “\$7 Off After Your 7th Visit” reward (a “Reward”), which you may redeem at participating Schlotzsky’s® restaurants. The Reward will be valid for 60 days. Please note that if the purchase on which you are using your Reward totals less than \$7, you will forfeit the remainder of the reward; the remaining balance of the Reward will not be kept in your Program Account. Once you earn a Reward, you may start accumulating Punches towards another Reward. You may only redeem one Reward per 4 hour period meaning that you may only redeem one Reward per visit regardless of the number of Rewards you have earned in your Program Account. A Reward may not be combined with any other offer or coupon. The Rewards you do not redeem will remain on your Program Account until you use them or until they expire, whichever occurs first.

CHANGES TO THE SCHLOTZSKY’S® LOTZ4ME™ GUEST REWARDS PROGRAM OR REWARDS

We have the right at any time, with or without giving you prior notice, to:

- end the Program and/or any specific Reward;
- change any Reward or other 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
- change any other feature of the Program.

If we decide to end the Program or a specific Reward, we will attempt to provide you 60 days’ prior notice either by e-mailing you at the e-mail address listed in your Program Account or by

posting a notice on the Website. However, our failure to notify you that we are ending the Program or that we are ending a specific Reward plan will not give you any right to require us to continue the Program or the specific Reward after the date we end the Program or the specific Reward plan. Neither will our failure to notify you obligate us to compensate you for any Rewards or credits that you do not use before we end the Program or the specific Reward plan. Rewards and credits you accumulate under the Program have no cash value. If we end the Program, Rewards and credits 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.

To the extent permitted by law, when you enroll in the Program, you waive your rights under any law that may require us to obtain judicial permission to change these Rules or to end the Program.

RESTRICTIONS

Each person that enrolls in the Program must enroll using a separate, unique App log-in information, a unique Facebook account, or a unique e-mail address.

Rewards are non-transferable and may not be shared with family members, friends or other Program members. But, if you redeem a Reward for a menu item, feel free to offer them a bite of it!

Each eligible person may enroll for the Program only one time, i.e., one Program Account per person.

HOW AND WHEN MEMBERSHIP MAY END

You may cancel your Program Account at any time by following these steps:

Canceling Your Program Account through the App:

1. Log into your Program Account from your smartphone.
2. Send an email from the "Need Help?" section under settings.
3. Type "Please Cancel my Account" in the subject line and hit "Send".
4. Your Program Account will be automatically canceled.

Canceling Your Program Account through a Program Account Transaction Email:

1. Click "Cancel Lotz4Me Membership" link at the bottom of the email
2. Follow the steps provided.

Canceling your Program Account through the Website:

1. Visit www.schlotzskys.com.
2. Click the "Lotz4Me" icon at the top of the page.
3. Log into your Program Account.
4. Click "Cancel Lotz4Me Membership".
5. Follow the steps provided.

As soon as you cancel your Program Account, Schlotzsky's will de-activate your Program Account and you will forfeit all Rewards, Punches, and other benefits of being a Program member that you may have earned.

We may cancel your Program Account if we determine that you are not eligible to be a member of the Program or that you have violated these Rules. We may cancel some or all of your earned Rewards and credits if we determine that you received the Rewards or credits due to an error, through fraud or deception, or in any manner not consistent with these Rules.

CHANGES TO THE RULES

We may change these Rules from time to time as we deem appropriate, with or without providing you prior notice of the change. If we change the Rules, then the revised Rules will be substituted for these Rules on the date the revised Rules go into effect. If the revised Rules require you to accumulate more credits to earn a Reward than the prior Rules, or the revised Rules provide that a Reward will expire sooner than the Reward would have expired under the prior Rules, then the revised Rules govern.

QUESTIONS

Please click [here](#) to send us any questions you have regarding these Rules or the Schlotzsky's Program.

LEGAL TERMS AND CONDITIONS

Please click [here](#) to view the legal terms and conditions that apply to the Lotz4Me™ guest rewards app and website.