

BUY ONE GET ONE PROMOTION

TERMS AND CONDITIONS

(Last Updated Oct. 30, 2018)

PLEASE READ CAREFULLY. By participating, you agree to the following rules governing the Rusty Bucket Buy One Get One Promotion (the "Program"), including any changes that are made. The date above indicates the date of the most recent change in the Program Terms and Conditions.

A. Overview of the Rusty Bucket Buy One Get One Promotion (the "Program")

Rusty Bucket (also referred to as "Sponsor") is offering people (via exclusive merchant landing pages ("Website")) who buy at least \$50 in a single transaction for Rusty Bucket eGift Cards ("Qualifying Transaction") one \$10 bonus card ("Comp Card") for every \$50 spent in this transaction (for example, 4 \$25 eGift cards in one transaction will entitle you to two \$10 Comp Cards if the 4 \$25 eGift cards in the transaction are all for Rusty Bucket and all in the same transaction. If the 4 \$25 gifts were all in separate transactions, no Comp Cards would be given. To be eligible, the eGift card purchases must be made between November 5, 2018 and December 30, 2018. The Comp Card(s) you earn will be available to you starting January 2, 2019 and you can obtain these Comp Card(s) by clicking on the unlock button on the Comp Card that is emailed to you at the conclusion of your Qualifying Transaction. The Comp Card(s) must be used on or

before February 28, 2019. The Comp Card is issued by Rusty Bucket Restaurant and Tavern. This is not a gift card or gift certificate. Valid for one-time use only and will not carry a future balance. Must be presented at time of purchase. No replacement value if lost or stolen. Unauthorized resale, internet distribution or replication is strictly prohibited. No cash value or return. Not valid with any other offers, discounts or promotional meal deals. Excludes banquet and group menus, tax, gratuity, alcohol, merchandise and purchase of gift cards. Valid only at participating Rusty Bucket Restaurant and Tavern restaurants. Expires 2019-02-28.

B. Eligibility for Public

The Program is open to legal residents of any of the 50 United States (or the District of Columbia or Puerto Rico) who are 18 years or older at the time of enrollment. The Program is provided to individuals only. Corporations, associations or groups may not participate. The Program is void where prohibited by law.

C. Eligibility for Those Related to Program Participation

1. Employees and non-employee workers of Sponsor may not participate in the Program.

2. Members of immediate family (spouse, parents, siblings, and children) and household members of employees or non-employee workers of Yiftee may not participate in the Program.

D. Duration of Program

Sponsor reserves the right to shorten, extend, suspend, modify, or cancel the Program, at its discretion, at any time. Sponsor is not responsible for email delivery issues (bounces, delivery into spam folders, etc.) and only makes a best effort to deliver the Promotion to the Participant.

Participant must provide a valid email address in order to receive the promotional item. eGifts in a Qualifying Transaction must be purchased for immediate (not scheduled) delivery and eligibility for inclusion is determined at the time gift processing is complete, which may be delayed at Sponsor's sole discretion for any reason.

E. Third Party Access

Yiftee provides the mechanism for issuing the Comp Cards. Participant's email address, name and potentially phone numbers will be accessible by Yiftee to send promotional information, reminders and for other uses as determined by Sponsor, subject to Sponsor discretion. By participating in this Program, the Participant is opting in to receive said information and reminders and will have the ability to opt-out at any time.

F. Support

Validated Rusty Bucket eGift Cards will be delivered to the Participant after purchase verification is complete. If a Participant believes that there were errors to his/her Account, the Participant must notify Sponsor or send an email to support@yiftee.com, within 15 days of the date the termination of the Program.

G. Compliance

Sponsor reserves the right to request proof that the Participant is in compliance with these Terms and Conditions. In its sole discretion, Sponsor reserves the right to reverse any eGift Cards or Comp cards previously issued to a Participant's Account, if, upon Sponsor's request, compliance cannot be properly verified.

Sponsor decisions regarding the awarding of a promotional reward are final and binding.

H. Modifications and Termination of the Program

Sponsor reserves the right to terminate or temporarily suspend the Program at any time, for any reason, with or without notice, even though termination may affect a Participant's ability to use his/her Comp Card. Participants are responsible for remaining knowledgeable of any changes that Sponsor may make to these Terms and Conditions. The most current version of these Terms and Conditions, which will indicate the date they were last updated, will be available on

the Website and will supersede all previous versions of these Terms and Conditions.

I. General Terms and Conditions

Participants are responsible for the payment of all taxes which may result from the reward(s) received as part of the Program.

J. Limitation of Liability

The Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error, neither Sponsor, nor its respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials shall have any liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

ARISING OUT OF THE PROGRAM OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE SPONSOR IMPROPERLY DENIES A PARTICIPANT ANY EGIFT CARDS OR COMP CARDS, LIABILITY WILL BE LIMITED TO THE VALUE OF THE EGIFT CARD OR COMP CARD. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

Sponsor, its joint ventures, officers, directors, employees, shareholders, promotion agencies, agents, successors, assigns, and service providers, are not responsible for any products or services offered.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Some jurisdictions do not allow limitations on how long an

implied warranty lasts, so the above limitation may not apply to you. Participants agree to rely solely on the manufacturer's warranties, if any, for any products redeemed through this Program.

As a condition of participating in this Program, each Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in San Mateo County, California; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will any Participant be permitted to seek recovery for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Participant and the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

These Terms and Conditions constitute the entire agreement between Program participants and Sponsor pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.