

LEE'S FAMOUS RECIPE® CHICKEN GIFT CARD TERMS AND CONDITIONS

These Lee's Famous Recipe® Gift Card Terms and Conditions (the "Terms and Conditions") apply to the use of Lee's Gift Cards that are purchased at participating Lee's Famous Recipe Chicken restaurants, authorized third-party distributors and Lee's eGift Cards that are purchased online or through the Lee's mobile app (collectively "Lee's Gift Card"). In these Terms and Conditions, "you" and "your" refer to the person who has purchased, received, or used the Lee's Gift Card. "LFRACI," "we" and "our" refers to Lee's Famous Recipe Advertising Cooperative, Inc., the issuer of the Lee's Gift Card. By purchasing, accepting, or using the Lee's Gift Card, you have agreed to be bound by these Terms and Conditions, and any terms and conditions listed on the Lee's Gift Card (the "Agreement"). If you do not agree to this Agreement and to be bound by these Terms and Conditions, do not purchase, use or accept a Lee's Gift Card. These Terms and Conditions are applicable in addition to the Privacy Policy located on the leesfamousrecipe.com website.

IMPORTANT NOTE: THIS AGREEMENT INCLUDES RESOLUTION OF DISPUTES BY ARBITRATION WHICH LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS ACTION OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF, INCLUDING LIMITATIONS ON LIABILITY AND DAMAGES. OTHER RIGHTS THAT YOU OR LFRACI WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

1. About Lee's Gift Cards. Lee's Gift Cards are issued by LFRACI. LFRACI is an advertising cooperative association authorized to issue Lee's Gift Cards for sale by and redemption at participating Lee's Famous Recipe Chicken restaurants located in the United States. LFRACI is also responsible for the operation and maintenance of the Lee's Gift Card program. LFRACI is the sole legal obligor to you as the cardholder. Famous Recipe Group, LLC and its affiliates (other than LFRACI), licensees and franchisees (collectively "FRG") bear no responsibility or liability for Lee's Gift Cards and you hereby knowingly release FRG, and the officers, directors and employees of each, from any and all liability or claims of any nature whatsoever arising in connection with Lee's Gift Cards. LFRACI is not owned or controlled by FRG.
2. Balance Inquiries. For balance inquiries please visit www.leesfamousrecipe.com. The balance you see when viewing balances online or hear over the telephone is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed. We reserve the right to correct a Lee's Gift Card account balance if we believe that a clerical, billing or accounting error occurred.
3. Expiration. Lee's Gift Cards do not expire and are valid until redeemed. No fee for inactivity, service fee or any other fees will be charged.
4. Redemption. Your Lee's Gift Card is redeemable only for purchases of food and beverages at participating Lee's Famous Recipe Chicken restaurants in the United States. It has no cash value and may not be redeemed for cash, except as required by law, or used to purchase another Lee's Gift Card.
5. No Refunds. All sales of Lee's Gift Cards are final. No refunds are permitted with respect to Lee's Gift Cards except as require by law. Lee's Gift Cards cannot be returned or exchanged.
6. Not Reloadable. Lee's Gift Cards are not a debit or credit card and are not reloadable.

7. Lost, Damaged or Stolen Gift Cards. You should protect your Lee's Gift Card like cash. Lee's Gift Cards that are lost, stolen, damaged or used without authorization will not be replaced. LFRACI shall have no liability to you for Lee's Gift Cards that are lost, stolen, damaged or used without authorization.
8. Fraud. We reserve the right to deactivate, refuse to accept or otherwise limit the use of any Lee's Gift Card if we reasonably believe the use is unauthorized or unlawful.
9. No Resale. Lee's Gift Cards may not be resold by any unauthorized vendor under penalty of law. Unlawful resale or attempted resale is grounds for seizure and cancellations without compensation. We will not honor Lee's Gift Cards purchased through an unauthorized vendor including any Internet auction sites.

Please read this entire section carefully. It affects legal rights that you may otherwise have and requires individual final and binding arbitration of most disputes instead of resolution in court.

10. Resolution of Disputes by Binding Arbitration/Class Action and Jury Trial Waiver. Any claim, controversy or dispute arising out of or relating to your use of the Lee's Gift Card or this Agreement, whether based in contract, tort, statute, or other legal theory, shall be resolved in its entirety by individual (not class wide, mass, consolidated, combined or collective) binding arbitration.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision known as an "award." Arbitration provides for a more limited discovery than in court, is subject to limited review by a court, and the result is confidential. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions of this Agreement.

Except as may be required by law, neither party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

You and we agree to waive the right to a jury trial.

This agreement to arbitrate extends to claims that you may assert against other parties, including without limitation, any claims against FRG.

This agreement to arbitrate does not apply to disputes pertaining to LFRACI's or FRG's intellectual property rights.

The Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate.

For purposes of clarity, LFRACI is authorized to issue Lee's Gift Cards and administer the Lee's Gift Card program. LFRACI does not own or operate any Lee's Famous Recipe Chicken restaurants. Each Lee's Famous Recipe Chicken restaurant is independently owned and operated. The agreement to arbitrate applies only to claims that actually arise out of or relate to the use of Lee's Gift Cards or this Agreement. This agreement to arbitrate does not apply to claims relating to the operation of Lee's Famous Recipe Chicken restaurants. Any such claims should be directed to the individual Lee's Famous Recipe Chicken licensee or franchisee that owns and operates the restaurant in question.

This agreement to arbitrate shall survive termination of this Agreement.

Notwithstanding anything to the contrary, if any part of this agreement to arbitrate is deemed invalid or inapplicable, the remainder of this agreement to arbitrate shall continue to be considered valid and enforceable.

If any part of this agreement to arbitrate is deemed invalid or inapplicable, you and LFRACI both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class, mass, consolidated, or combined basis.

- 11. Arbitration Procedures. For all disputes, you must first send a written description of your claim to LFRACI at 1270 N Eglin Parkway, Suite C14, Shalimar, FL 32579 to allow us an opportunity to resolve the dispute. You and we agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days.**

The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement. The AAA Rules and information about arbitration and fees are available online at www.adr.org. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location; provided, however, that the arbitration may be conducted telephonically if agreed upon by the parties, and will be determined by a single arbitrator. The arbitration will be conducted in the English language. An arbitrator may award, on an individual basis, any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy an individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If a dispute or claim has not been resolved after 60 days, either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. You must send your notice to: LFRACI Registered Agent for Service of Process, 1270 N. Eglin Parkway, Suite C-14, Shalimar, FL 32579. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration.

- 12. Limitation of Liability. We make no warranties, express or implied, with respect to Lee's Gift Cards, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In the event we determine that a Lee's Gift Card is non-useable, your sole remedy and our sole liability shall be the replacement of such Lee's Gift Card. Certain state laws do not allow limitations on implied warranties and conditions or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you. Unless prohibited by law, you and we agree to limit claims for damages or other monetary relief against each other to direct and actual damages, and neither you nor we will seek any indirect, special, consequential, treble or punitive damages from the other.**

13. Choice of Law. By purchasing, accepting or using your Lee's Gift Card you have agreed that the laws of the State of Florida, without regard to principles of conflicts of laws, will govern these Terms and Conditions.
14. Severability of Provisions. The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding shall not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision shall be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, shall continue in full force and effect.
15. Changes to Agreement. LFRACI reserves the right to change this Agreement from time to time in its sole discretion by posting the revised version of the Terms and Conditions at www.leesfamousrecipe.com. Your use of the Lee's Gift Card after we have posted any updates to these Terms and Conditions constitutes your agreement to the updates as of the date the updates are posted and your use of the Lee's Gift Card after that date will be subject to the updates from that point forward. You are responsible for remaining knowledgeable as to any change LFRACI may make to these Terms and Conditions.
16. Acceptance of Terms and Conditions. The purchase, acceptance or use of a Lee's Gift Card constitutes acceptance of this Agreement as well as the Privacy Policy applicable to the leesfamousrecipe.com website. The Lee's Gift Card program and this Agreement have no predetermined termination date and may continue until such time as LFRACI decides to discontinue the operation of the Lee's Gift Card program and/or issuance of Lee's Gift Cards. LFRACI may discontinue issuing Lee's Gift Cards at any time, with or without notice, even though these changes may affect your ability to use your Lee's Gift Card subject to our compliance with applicable laws.