

**SALAD AND GO  
SALAD SQUAD  
TERMS AND CONDITIONS**

**Last Updated: May 17, 2024**

**The Salad and Go® Salad Squad™ group (“Salad Squad”) is an invitation only group and program. By enrolling in the Salad Squad, you agree to be bound by these Salad Squad Terms and Conditions (“Terms”).**

**In addition, by enrolling in the Salad Squad, you understand and agree that you will be deemed a “Brand Ambassador” of Salad and Go, and agree to abide by the Salad and Go Brand Ambassador Guidelines (“Brand Ambassador Guidelines”), which may be found on the Salad Squad Site. You agree to include the hashtag disclosure “#SaladandGoAmbassador” in all social media posts that you make about Salad and Go, in accordance with all other Brand Ambassador Guidelines.**

Salad and Go reserves the right to unilaterally amend these Terms, subject to Section E of these Terms. Salad and Go recommends checking the Salad Squad Terms on the Salad and Go website at <https://www.saladandgo.com/salad-squad/> regularly for updates.

In the event of any conflict between any details contained in these Terms and details contained in other materials relating to Salad Squad, the details of Salad Squad as set forth in these Terms shall prevail.

Salad Squad is brought to you by And Go Concepts, LLC, 14800 Landmark Blvd., Suite 720, Addison, TX 75254-7565 (“**Salad and Go**,” “**Sponsor**,” “**we**,” “**us**” or “**our**”). The applicable website for Salad Squad, where the Terms can be found and where Salad Squad Members (as defined hereinafter) can review their activity in Salad Squad is <https://www.saladandgo.com/salad-squad/> (the “**Salad Squad Site**”).

BY ENROLLING IN SALAD SQUAD, YOU AGREE THAT: (1) YOU HAVE READ, UNDERSTOOD, ACCEPT, AND AGREE TO ABIDE BY THESE TERMS AND THE SALAD AND GO BRAND AMBASSADOR GUIDELINES; (2) YOU ARE ELIGIBLE FOR PARTICIPATION IN SALAD SQUAD; AND (3) AS APPLICABLE, YOU CONSENT TO SPONSOR’S PROCESSING OF ANY AND ALL DATA THAT IS PERSONAL TO YOU, AND THE DISCLOSURE OF SUCH DATA TO THIRD PARTIES, IN ACCORDANCE WITH THESE TERMS AND SPONSOR’S PRIVACY POLICY LOCATED AT <https://www.saladandgo.com/privacy-policy/> (“**Salad and Go Privacy Policy**”). IF YOU REQUIRE CLARIFICATION OR FURTHER INFORMATION REGARDING SALAD SQUAD OR THESE TERMS, PLEASE SEND AN EMAIL TO US [SALADSQUAD@SALADANDGO.COM](mailto:SALADSQUAD@SALADANDGO.COM).

**IMPORTANT: YOU UNDERSTAND AND ACKNOWLEDGE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS CONTAIN AN ARBITRATION AGREEMENT, JURY AND CLASS ACTION WAIVERS, LIMITATIONS ON SALAD AND GO'S LIABILITY, AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS REGARDING SALAD SQUAD. PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS.**

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SIGN UP FOR SALAD SQUAD, OR IF YOU HAVE ALREADY SIGNED UP FOR SALAD SQUAD BUT NO LONGER AGREE TO THESE TERMS, PLEASE TERMINATE YOUR PARTICIPATION IN SALAD SQUAD AS SET FORTH BELOW.

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**A. ABOUT SALAD SQUAD**

1. **Overview of Salad Squad.** Salad Squad is a program offered at the sole discretion of Salad and Go and through which eligible individuals who enroll in Salad Squad ("**Salad Squad Members**," also referred to in these Terms individually as "**you**" or "**your**" or collectively as "**they**" or "**their**") will receive a Salad Squad new member kit ("**New Member Kit**") following enrollment, and will receive special information emails about events and happenings at Salad and Go, including events and happenings that may only be available enrolled members of the Salad Squad (each a "**Salad Squad Perk**" and collectively "**Salad Squad Perks**"). The New Member Kit will contain a water bottle and Salad and Go gift card, and may contain other items in Sponsor's discretion.
2. **Privacy.** All information submitted by you in connection with Salad Squad will be treated according to the Salad and Go Privacy Policy. Information collected as part of Salad Squad may include (but is not limited to) your name, email address, mailing address, phone number, date of birth, shopping/purchase history, online behavior, shirt size, favorite menu item(s), store you visit most frequently, email engagement, and survey response data ("**Personal Information**"). Any of the categories of Personal Information collected as part of Salad Squad may be used by us, or those

authorized by us, for any lawful purposes, including without limitation advertising, marketing, promotional and publicity purposes, as set out in our privacy policy, but you may opt-out of Ad Targeting (Cross Contextual Advertising) and remain a member of Salad Squad. We do not and will not share your Personal Information collected from Salad Squad participation with data brokers. Please see our Privacy Policy and Notice of Financial Incentive for more information about Personal Information we may collect or the value of Personal Information provided as part of Salad Squad. By enrolling in Salad Squad, you agree to receive e-mail communications about Salad Squad. You can opt-out of receiving Salad Squad e-mail communications at any time. Please note that opting out of Salad Squad e-mail communications (or targeted advertising) does not remove you from receiving transactional e-mails if any, or from email communications from Salad and Go unrelated to Salad Squad (you must separately opt-out from all Salad and Go emails if that is your desire). If you would like us to delete your information, but you would like to continue to participate in Salad Squad, we may need to retain certain information (such as your name and email address) so that we can continue to provide the program information and benefits.

## **B. ELIGIBILITY FOR SALAD SQUAD**

1. In order to enroll in Salad Squad, you must be at least 18 years of age or older (or 19 years of age or older if a resident of Alabama or Nebraska; or 21 years of age or older if a resident of Mississippi), a legal resident of one of the fifty United States or the District of Columbia, and have received an invitation\* from Salad and Go to join the Salad Squad (“**Eligible Reward Salad Squad Members**”). Salad Squad is void where prohibited.

\*Salad and Go invites customers to join Salad Squad based on a variety of factors, including expressed interest and frequency of customer orders at Salad and Go locations using guest data profile information obtained through credit card and online order data available to us. Qualifications are proprietary in nature, and may change over time.

2. Employees, officers and directors of Salad and Go are not eligible for Salad Squad.
3. By enrolling in Salad Squad, you agree that you meet the eligibility criteria and that you will be bound by, and will comply with, these Terms.

## **C. ENROLLMENT**

1. To enroll in Salad Squad, eligible individuals who receive an email invitation from Salad and Go (“**Enrollment Invitation**”) should click the link in the Enrollment Invitation which will take them to the Salad Squad Site where they can review the Terms and complete an enrollment form by providing their first and last name,

preferred email address, date of birth, favorite menu item, and Salad and Go location that they visit most frequently. After completing the enrollment form, the eligible individual must acknowledge that they have read and agree to abide by the Terms, the Salad and Go Brand Ambassador Guidelines, and submit the enrollment form as indicated. If your email address changes, contact [saladsquad@saladandgo.com](mailto:saladsquad@saladandgo.com) updating your enrollment.

2. By enrolling in Salad Squad, you fully and unconditionally agree to these Terms. If you fail to comply with these Terms, as determined by Salad and Go in its sole discretion, you can be: (a) terminated from Salad Squad, (b) prohibited from participating in all or portions of Salad Squad, and (c) forfeit any Salad Squad Perks, without compensation (all as determined by Sponsor in its sole discretion, and subject to applicable law).
3. There is a limit of one Salad Squad enrollment per person and per email address, regardless of whether more than one person uses the same e-mail address. Sponsor reserves the right to delete a Salad Squad enrollment (and all Salad Squad Perks associated with such Salad Squad enrollment, without compensation) if the same Member is found to have enrolled multiple times in Salad Squad, or if the same email address is found to be associated with multiple Salad Squad enrollments.
4. You are responsible for providing and maintaining accurate information (including without limitation contact information) in connection with your Salad Squad enrollment.

#### **D. ACCOUNT CANCELLATION/TERMINATION**

1. You may cancel or terminate your enrollment in Salad Squad at any time by emailing [saladsquad@saladandgo.com](mailto:saladsquad@saladandgo.com) and requesting to cancel your Salad Squad enrollment. If you terminate your Salad Squad enrollment, all of your accrued Salad Squad Perks will be forfeited as of the date of termination, with no compensation.
2. Salad and Go may cancel or terminate your Salad Squad enrollment if we determine you (a) do not meet the eligibility requirements; (b) are violating or have violated any of the Terms; (c) are engaging in any deceptive practices, fraud or abuse of Salad Squad; or (d) are engaging in other practices that are counter to the purposes and goals of Salad Squad, all as determined by Sponsor in Sponsor's sole discretion.

#### **E. MODIFICATION OR TERMINATION OF SALAD SQUAD**

1. Except where prohibited by law, Sponsor reserves the right to change, modify, discontinue or cancel Salad Squad, or any part of Salad Squad, including these Terms, eligibility criteria, and Salad Squad Perks, at any time and in its sole

discretion, and without prior notice to Salad Squad Members, except where required by law.

2. Salad Squad Members waive any right to receive notice of such changes or modifications, and a Salad Squad Member's continued participation in Salad Squad following any changes or modifications confirms the Member's acceptance.
3. If a Salad Squad Member does not agree to these Terms, he/she must notify Salad and Go and stop participating in Salad Squad. A Member's continued participation in Salad Squad, including accepting Salad Squad Perks, indicates acceptance of these Terms. Subject to applicable law and to these Terms, it is the Member's responsibility to check the Terms to see if they have changed (the effective date at the outset of the Terms will be adjusted with a change).
4. If Salad Squad is terminated, any Salad Squad Perks associated with a Salad Squad Account will be forfeited without compensation. Subject to applicable law, Salad Squad Perks will not carry over or transfer to other Sponsor programs (if any), unless otherwise determined by Sponsor in its sole discretion.

#### **F. LIMITATION OF LIABILITY AND DISCLAIMERS**

1. BY ENROLLING IN SALAD SQUAD, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER, ON BEHALF OF THEMSELVES, THEIR EXECUTORS, HEIRS, AND ASSIGNS ACCEPTS ALL RESPONSIBILITY FOR, AND HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS PARENT, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, RETAILERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURY, LOSS, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, THAT ARISE OUT OF, OR IS IN ANY WAY CONNECTED WITH, (A) PARTICIPATION IN SALAD SQUAD OR ANY PROGRAM OR PROMOTION OFFERED IN CONNECTION THEREWITH; (B) THE POSSESSION, USE OR MIS-USE OF A SALAD SQUAD PERK; (C) USE OF THE SALAD SQUAD SITE; (D) ANY FAILURE OR DELAY BY SPONSOR IN CONNECTION WITH SALAD SQUAD (INCLUDING WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, THE SALAD SQUAD SITE AND ANY TYPOGRAPHICAL, PRINTING, MECHANICAL, NETWORK, ELECTRONIC, HUMAN, OR OTHER ERRORS, ERRORS THAT MAY OCCUR IN CONNECTION WITH THE ADMINISTRATION OF SALAD SQUAD, OF SALAD SQUAD PERKS, OR ANY INACCURATE OR INCORRECT DATA CONTAINED ON THE SALAD SQUAD SITE; OR (E) THE PERFORMANCE OR NON-PERFORMANCE OF SALAD SQUAD BY SPONSOR, EVEN IF MEMBER OR SPONSOR

HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. To the extent permitted by applicable law, this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation, or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information of a Salad Squad Member, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Each Salad Squad Member agrees that all causes of action arising out of or connected with Salad Squad shall be resolved individually, without resort to any form of class action. Nothing in this section is intended to limit Sponsor's liability for damages to the extent caused by Sponsor's own gross negligence or intentional or unlawful misconduct. Additionally, nothing in this section is intended to limit or alter Member's rights as a consumer that cannot be limited or altered under applicable law. Sponsor reserves all legal rights to recover damages or other compensation under these Terms or as allowed by law.

2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR PROVIDES SALAD SQUAD AND RELATED SERVICES "AS-IS" AND WITHOUT ANY WARRANTIES. SPONSOR AND ITS AGENTS ARE NOT RESPONSIBLE FOR TECHNICAL, NETWORK, ELECTRONIC, COMPUTER, HARDWARE, OR SOFTWARE MALFUNCTIONS OF ANY KIND, OR INACCURATE TRANSMISSION OF SALAD SQUAD INFORMATION DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, AT ANY WEB SITE OR ANY COMBINATION THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MEMBER'S SOLE REMEDY AGAINST THE SPONSOR AND ITS AGENTS FOR ANY DISSATISFACTION WITH SALAD SQUAD OR THE RELATED ONLINE SERVICES IS TO STOP USING THEM. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. THESE WARRANTY EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.
3. If Sponsor improperly denies a Salad Squad Member any Salad Squad Perk, liability will be limited to the equivalent fair market value of such Salad Squad Perk. By participating in Salad Squad, a Member 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 upon which the claim or action is based.
4. Additionally, nothing in this section is intended to limit or alter a Salad Squad Member's rights as a consumer that cannot be limited or altered under applicable law. Sponsor reserves all legal rights to recover damages or other compensation under these Terms or as allowed by law.

#### **G. MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

1. By enrolling in or participating in Salad Squad, Salad Squad Members agree that any dispute or claim arising out of or relating to Salad Squad, Salad Squad Perks, these

Terms, any programs or promotions offered to Salad Squad Members, or the determination of the applicability of this arbitration clause itself (each a “**Claim**”), will be resolved by binding arbitration, and not through court proceedings. The arbitration of the Claim shall be conducted in accordance with the rules of the American Arbitration Association (“**AAA**”), including the AAA's Consumer Arbitration Rules (as applicable).

2. Each party hereby waives any right to a jury trial of any Claim. Except as otherwise required under applicable law, the Salad Squad Member and Sponsor each agree that any proceeding will be conducted only on an individual basis and each hereby waives any right to bring, participate in, or receive money or any other relief from any representative, class, consolidated, or collective proceeding. If a court or arbitrator determines in an action between the Salad Squad Member and Sponsor that this class action waiver is unenforceable, the arbitration agreement will be void. If for any reason a claim proceeds in court rather than through arbitration, Member and Sponsor each waive any right to a jury trial.

#### **H. GOVERNING LAW**

Any dispute arising from these Terms or a Salad Squad Member's enrollment or participation in Salad Squad will be governed by and enforced in accordance with the laws of the State of Texas, U.S.A., without regard to conflict of law rules or principles. Without limiting the arbitration agreement set forth herein, each party agrees to submit to the personal jurisdiction of the state and federal courts located in Dallas County, Texas USA, and to accept service of process from them.

#### **L. MISCELLANEOUS**

Salad Squad Members are solely responsible for any taxes or fees that may be imposed in connection with Salad Squad. No delay or failure by Sponsor to enforce any of these Terms shall be a waiver of Sponsor's rights under these Terms. The invalidity or unenforceability of any provision(s) of these Terms shall not affect the validity or enforceability of any other provision. In all matters relating to the administration of Salad Squad, the decisions of Sponsor will be final. In the event that any provision of these Terms is found to be invalid or unenforceable, these Terms shall be construed as if the invalid or unenforceable provision was not contained herein. The headings used in these Terms are for convenience only and do not affect the interpretation of any of the provisions of these Terms. Any reference to the term "including" means "including, without limitation." Any provisions which by their nature should survive the cancellation or termination of one's Salad Squad enrollment or this Salad Squad program in general, including the provisions disclaimer of warranties, limitation of liability, and prohibition of class actions, shall survive termination of one's Salad Squad enrollment or cancellation of the Salad Squad program. If you have any questions regarding Salad Squad, please contact us at [saladsquad@saladandgo.com](mailto:saladsquad@saladandgo.com).