

## **Golden Chick Rewards Loyalty Program Terms and Conditions**

Last Updated: June 30, 2025

These Terms and Conditions (“Terms”) govern the Golden Chick Rewards Loyalty Program (“Loyalty Program”). The Loyalty Program is offered at the sole discretion of Golden Franchising Corporation (“Golden”). The Loyalty Program rules, terms, conditions, benefits or rewards may be modified at any time by Golden, with or without notice. Any changes made by Golden may affect previously earned Points and Golden Chick Rewards (each, defined below).

*While we operate the Golden Chick website and administer the Loyalty Program, we are not responsible for the operation of Golden Chick® locations. Golden Chick® locations are owned and operated by other companies and independent franchisees. Each Golden Chick® location is solely and independently responsible for any issues relating to the sale of products to you. Images of products and packaging of Golden Chick Rewards serve as examples only and may differ from the product or packaging you actually receive from a participating Golden Chick® location.*

**PLEASE READ THESE TERMS CAREFULLY AND NOTE THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF DISPUTES BETWEEN YOU AND GOLDEN. THESE TERMS CONTAIN INFORMATION ABOUT YOUR RELATIONSHIP WITH GOLDEN, INCLUDING MANDATORY ARBITRATION OF DISPUTES BETWEEN US, INSTEAD OF CLASS ACTIONS OR JURY TRIALS. Please read our Privacy Policy (<https://goldenchick.com/privacy-policy/>) and Terms and Conditions (<https://goldenchick.com/terms-and-conditions/>) carefully to understand how Golden collects, uses and discloses information about its customers.**

### **Loyalty Program Description**

The Loyalty Program is a customer loyalty program that allows a Member (defined below) to receive and redeem Points for Golden Chick Rewards. The Loyalty Program is only available at participating Golden Chick® locations. After enrolling, you earn one point for each dollar (\$1) spent when you identify your Loyalty Program account at the time of purchase. Any value accrued in the Loyalty Program cannot be redeemed for cash.

Golden reserves the right to terminate an account, points, and/or modify or terminate the Loyalty Program. No business entities, third-party aggregators, organizations, or groups may register for the Loyalty Program or receive Points. Golden reserves the right to limit participation and enrollment at any time.

### **Joining The Loyalty Program**

To participate and enjoy the benefits of the Loyalty Program, eligible individuals must enroll and become a member of the Loyalty Program (“Member”). Golden reserves the right to limit participation and enrollment at any time.

To become a Member, you must have a valid Loyalty Program account. You can enroll for a Loyalty Program account by:

- Downloading the Golden Chick® App (“Golden App”) to your Android® or iPhone® device and following the prompts to access account sign-up and/or sign-in page in the Golden App.
- Filling out a short form using our Loyalty Program platform ([my.spendgo.com/GoldenChick](https://my.spendgo.com/GoldenChick)) or creating an account using the form on our website ([goldenchick.order.online](https://goldenchick.order.online)). Please note that you will be required to validate your mobile phone number within five (5) minutes by entering in a one-time 6-digit passcode. Upon validation, you will be prompted to complete your profile.
- Joining through a special promotion or event offered by Golden from time to time.
- We do not knowingly collect personal information online from children under the age of 13 without parental or guardian consent, unless permitted by law.

The prompts during sign-up will require you to provide information such as name, password (or one-time passcodes, which are delivered via SMS messaging to mobile phone number), e-mail address, and mobile phone number. Your mobile phone number will only be used to track your Loyalty Program Points. Golden will not contact you without your permission and only if you opt-in to receive emails, push notifications and/or SMS messaging from us.

Golden and participating Golden Chick® restaurants may send you messages from time to time using your contact information. These messages may include system updates, flash bulletins, marketing communications, event notifications, Loyalty Program confirmations, administrative announcements, special requests and similar messages. These messages may be sent via notifications in the Golden App, via e-mail, regular mail, other electronic communications, or communicated to you on a receipt or display at the time of use of your Loyalty Program account.

Please make sure you are on the most recent version of the Golden App to support the user experience.

### **How to Receive Points in The Loyalty Program**

1. You do not need to register to earn Points in the Loyalty Program, but you must register in order to redeem Points for Golden Chick Rewards. In addition, upon registering with the Loyalty Program, you will receive a Free Chicken Sandwich Welcome Offer with your first \$10 purchase, and a special treat on your birthday.

2. To receive Loyalty Program points (“Points”), you must purchase any food or beverage item at a participating Golden Chick® location or order through the Golden App or our website ([goldenchick.com](https://goldenchick.com)) (“Website”).
3. Ask prior to placing your order or call ahead to the applicable Golden Chick® location to confirm if you can earn Points or redeem them for Golden Chick Rewards at that specific Golden Chick® location. For a list of participating Golden Chick® locations please visit our Website at ([goldenchick.com/rewards](https://goldenchick.com/rewards)).
4. You must provide your mobile phone number or show the QR code in the Golden App to the cashier in-store every time you make a purchase to earn points that can be used to redeem Golden Chick Rewards. However, if you forgot to provide your mobile phone number or show the QR code when you were in a Golden Chick® location, you can still sign-in to our Loyalty Program platform ([my.spendgo.com/GoldenChick](https://my.spendgo.com/GoldenChick)) and click Add Points, then select “Order Number” and enter the details from your receipt to earn points on your transaction.
5. Loyalty Program members (“Members”) receive one (1) Point for each dollar (\$1) spent on any food or beverage item at participating Golden Chick® locations or through the Golden App. However, gift card purchases or reloads, sales tax, tips, team member discounts, the value of any discounts or promotions, delivery charges, and purchases on any third-party platforms do not qualify for Points.
6. Point balances will be available for review in your Golden Chick Rewards account on our Website and in the Golden App. You will need to sign-in to your Golden Chick Rewards account using your email or mobile phone number and password (or passcode). Please note that it may take several hours or more after a purchase for your Points to be available for review.
7. From time to time, participating Golden Chick® locations may experience system unavailability and cannot process a Loyalty Program transaction and Points will not be recorded. Members can contact our Loyalty Program platform ([goldenchickrewards@goldenchick.com](mailto:goldenchickrewards@goldenchick.com)) for assistance with your transactions or Points which are not being recorded.

### **How To Redeem Points for Golden Chick Rewards**

1. Points can only be exchanged for Golden Chick Rewards in the Golden App, on our Website or in a participating store.
2. The number of Points required for select food and beverages will be outlined in the Golden Chick Reward catalog, which is available in the Golden App and on our Website and may be changed from time to time. Members must have at least enough available Points in their account for the Golden Chick Reward that the Member wishes to redeem. Points accrued by a Member in any purchase or transaction may only be redeemed for Golden Chick Rewards in a separate, subsequent purchase or transaction.

3. To redeem your Points for a Golden Chick Reward, Members need to provide their mobile phone number or use the QR code on their Golden App at the time of purchase at a Golden Chick® location or apply it to an order in the Golden App or on the Website. There are several different methods that Members can use to redeem the Points for a Golden Chick Reward:
  - In-Store Purchases: Provide your mobile phone number to a cashier or use the QR code on your Golden App while you are making your purchase. The cashier will advise you if you have enough Points for a Golden Chick Reward. If you confirm that you would like to redeem your Points on that visit, then your Golden Chick Reward will be automatically applied to your order and the corresponding Points will be removed from your account.
  - Golden App and Website Orders: Sign-in to your Golden Chick Rewards account and then place the items in your cart. *[Note: You must sign-in to your Golden Chick Rewards account before placing any items in your cart.]* At checkout, you will have the option to apply points to your purchase for qualifying items. For online orders, log into your Golden Rewards account. Once logged in, place items in your cart and go to the checkout page. Similar to ordering on the Mobile App, at checkout, you will have the option to apply points to your purchase for qualifying items.
4. Points will be subtracted from the Member's account immediately when a Golden Chick Reward is redeemed based on the total Points for the desired Golden Chick Reward. Points will be restored to a Member's account only in the event Golden determines, in its sole and absolute discretion, that the Golden Chick Reward requested by that Member is unavailable or cannot be delivered. Golden reserves the right to limit the redemption of specific Golden Chick Rewards and limit the number of Golden Chick Rewards available.
5. You can accumulate countless Points for use at any time, but you can only redeem Points for one (1) Golden Chick Reward per order.
6. The Golden Chick Reward must be used within the time frame specified for that Golden Chick Reward or it may expire. The Welcome Offer expires in sixty (60) days and other standard Golden Chick Rewards expire thirty (30) days from date of activation of a Golden Chick Reward. Other promotional Golden Chick Rewards may be available from time to time and may have different expiration dates which will be outlined in the Golden Chick Reward.
7. Points are not property, and Members have no vested right or interest in Points. Points and Golden Chick Rewards may not be gifted, bequeathed (or willed), purchased, sold, bartered, brokered, combined across accounts, or otherwise transferred. Any value accrued in the Loyalty Program can never be redeemed for cash.

8. Attempts to redeem single use Points for Golden Chick Rewards multiple times or through multiple users constitutes fraud and may result in the termination or suspension of your account.

### **Expiring Golden Chick Rewards and Points**

Some Golden Chick Rewards will expire. For example, the Free Chicken Sandwich Welcome Offer expires sixty (60) days after earned, and the birthday offer is available for seven (7) days before your birthday and expires twenty-three (23) days after your birthday. Other Golden Chick Rewards and expiration rules may vary. Please sign-in to your Golden Chick Rewards account to view details.

Points may expire on the first (1<sup>st</sup>) day of the month after the twelfth (12<sup>th</sup>) month from the date such points were earned. Points will be maintained in your Golden Chick Rewards account until you exchange your points for a reward, or until they expire, whichever occurs first. If Golden terminates the Loyalty Program, any unused points in your account will expire and be void when the Loyalty Program is terminated. Upon termination of your online services account for any reason (including, but not limited to, whether you choose to close your account or Golden terminates your account for a violation of these terms), all points that you have accumulated in your Golden Chick Rewards account will immediately expire. By opting out of the Golden Chick Loyalty Program, all points and rewards you have earned until now will no longer be available.

### **Dispute Resolution**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. YOU AND GOLDEN AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

WE BOTH AGREE TO ARBITRATE. You hereby agree that any dispute between you and Golden Franchising Corporation and its agents, employees, officers, directors, owners, successors, assigns, subsidiaries, affiliates or franchisees (collectively for purposes of this section, “Golden”) arising from or relating to any aspect of the relationship between you and Golden (collectively, “Covered Disputes”) will be resolved by binding arbitration. You and Golden each agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below).

ARBITRATION DESCRIBED. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to grant whatever relief would be available in court under law or in equity, but court review of an arbitration award is limited.

**PRE-ARBITRATION PROCEDURES.** Prior to initiating any arbitration, you must first give Golden an opportunity to resolve your claim by sending an individual written description that describes in detail the individual damages that you claim to have suffered by e-mail to [legal@goldenchick.com](mailto:legal@goldenchick.com) with “Loyalty Program Dispute” appearing in the subject line. We agree to attempt to settle amicably by mutual, good faith discussions any Covered Disputes. If we are unable to resolve your claim within sixty (60) days despite those mutual discussions, then either you or Golden may start arbitration.

**ARBITRATION PROCEDURES.** To begin arbitration, you must send a letter requesting arbitration and describing your claim to [legal@goldenchick.com](mailto:legal@goldenchick.com) with “Loyalty Program Dispute” appearing in the subject line and to the American Arbitration Association (“AAA”). The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflicts with our agreement in these Terms, in which case these Terms will govern. The AAA rules are available at [www.adr.org](http://www.adr.org). Upon filing of the arbitration demand, Golden will pay or reimburse all filing, administration, and arbitrator fees. Notwithstanding the foregoing, if any claim asserted in an arbitration demand is deemed to be frivolous, the defending party shall be entitled to recover its attorneys’ fees and any filing, administration, and arbitrator fees incurred.

**NO CLASS ACTIONS.** Golden and you agree that any Covered Dispute will be submitted to arbitration on an individual basis only. Neither Golden nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If a court or arbitrator determines in an action between you and Golden that any part of this class action waiver is unenforceable with respect to any claim: (i) the arbitration agreement and class action waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action; and (ii) you irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas, for purposes of any legal action arising out of or related to access to or participation in the Golden Chick Rewards Loyalty Program or these Terms and Conditions, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (a) inconvenient forum or (b) any other basis or any right to seek to transfer or change venue of any such action to another court.

**WAIVER OF JURY TRIAL.** If a claim proceeds in court rather than through arbitration, YOU AND GOLDEN EACH WAIVE ANY RIGHT TO A JURY TRIAL.

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, then such dispute between Golden arising under the Terms or your misuse of the Golden App or Website will be subject to the jurisdiction and venue of the state and federal courts located in Dallas County, Texas, and governed in accordance with the laws of the State of Texas, without regard to its conflict of law rules.

### **Miscellaneous**

1. There is no membership fee associated with the Loyalty Program. “Points” accumulated and Golden Chick Rewards redeemed under the Loyalty Program have no cash value and



are not redeemable for cash. No portion of any payment for purchases qualifying for the Loyalty Program or any Points or Golden Chick Rewards constitute consideration paid for any of the foregoing. Golden reserves the right to limit the redemption of specific Golden Chick Rewards and Member benefits and limit the number of Points, Golden Chick Rewards, and Member benefits available.

2. Members may not sell, transfer or assign Points, and a Member is only eligible to receive Points for purchases, or any Point-earning opportunities offered through the Loyalty Program.
3. Golden reserves the right in its sole discretion to terminate a Member's account and/or participation, including canceling points and Golden Chick Rewards, in the Loyalty Program if it the Member has violated the Privacy Policy, online Terms and Conditions, or these Terms, or if the use of the Member's account is unauthorized, fraudulent or otherwise unlawful or in violation of any of those policies or terms. Golden also reserves the right in its sole discretion to cancel Points credited to a Member's account if it is determined that (a) Points were incorrectly posted to the Member's account, or (b) Points were obtained fraudulently (including the use of another person's email address or phone number).
4. Golden reserves the right to change, modify or terminate the Loyalty Program, or any or all benefits under the Loyalty Program or any policy pertaining to the Loyalty Program, at any time, for any reason, including our right to change the expiration date or redemption value of Points or Golden Chick Rewards, merge the Loyalty Program with another program, or to adjust how Points or Golden Chick Rewards are received, calculated or redeemed.
5. The Loyalty Program will continue until such time as Golden, in its sole discretion, elects to terminate the Loyalty Program. Golden has the right to terminate the Loyalty Program at any time without providing electronic or written notice to you.
6. Golden reserves the right to offer additional Loyalty Program benefits or bonus Points to some Members based on geographic location, program participation or other criteria as determined by Golden. Some of our special promotional offers, benefits, and communications also may be based on the volume or type of purchases. Special offers are distributed by emails, push notifications and/or SMS messaging or through the Golden App, so you must opt-in to receive promotional and marketing emails, push notifications and/or SMS messages from the Loyalty Program and provide a valid email address and phone number in order to receive the offers. You may opt-out of receiving additional Loyalty Program communications and still remain an active Loyalty Program Member.
7. Golden and participating Golden Chick<sup>®</sup> locations, in their sole discretion, may periodically offer the opportunity for special Golden Chick Rewards. These Golden Chick Rewards may be distributed via the Golden App, online, or via email from time to time, based on the information the Member has in the Member's account. Members must have their Golden App set to receive notifications and/or have opted-in to receive emails, push notifications and/or SMS messaging in order to receive these Golden Chick Rewards.

8. From time to time, Members may be provided with the opportunity to redeem Points for purchases from third-party providers.
9. The Loyalty Program is provided by Golden Franchising Corporation, and all Points and Golden Chick Rewards are issued by and solely the obligation of Golden.
10. These Terms shall be governed by the laws of the State of Texas, without regard to conflict of laws provisions or principles.

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