

## Pizza Hut Rewards Loyalty Program

### Terms and Conditions

Last Updated November 11, 2024

#### 1. Program Terms and Conditions

By participating in the Pizza Hut Rewards Loyalty Program (“Hut Rewards” or the “Program”) you are specifically agreeing to all the terms and conditions (the “Terms and Conditions”) set out herein. If you do not agree to all of these Terms and Conditions, you may not participate in the Pizza Hut Rewards Loyalty Program. The Pizza Hut Rewards Loyalty Program is operated by PH Canada Company (“Pizza Hut”, “Pizza Hut Canada” “us,” “our”).

Pizza Hut Canada may amend these Terms and Conditions at any time by posting new terms and conditions in place of these Terms and Conditions. The amended terms and conditions shall automatically be effective when posted. Your continued participation in the Program following the posting of the amended terms and conditions shall mean that you accept the new Terms and Conditions as amended. If you do not agree with the amended Terms and Conditions, then you must immediately terminate your participation in the Program.

The first paragraph of these Terms and Conditions indicates when the Terms and Conditions were last amended. Please check back regularly to review for changes.

#### 2. How to Enroll

To enroll in the Pizza Hut Rewards Loyalty Program, first create an account or log-on to your account on [www.pizzahut.ca](http://www.pizzahut.ca) or via the Pizza Hut Canada mobile app. Next, follow the links and instructions that appear to register to participate in this Program. Creating an account is free, and is subject to these Terms and Conditions. Limit one (1) account per person/email address, regardless of whether more than one person uses the same email address. Subject to the terms herein, the person who is the authorized email account holder of the email address registered is the “Participant”.

#### 3. The Program

Under the Program, digital points may be earned through the purchase of food and/or beverage items and those points may be redeemed for food and/or beverage items. Only certain purchases, as to dollar amount and/or items purchased, may qualify (a “Qualifying Order”) to earn points. As well, a minimum number of points (a “Qualifying Redemption”) may be required to redeem points for food and/or beverage items. There may be limits on the number of Qualifying Orders and Qualifying Redemptions during any given time-period, such as a Participant may only be entitled to one Qualifying Order per day.

Only orders made through your account will count as Qualifying Orders. Pizza Hut Canada will not credit an order as a Qualifying Order after the order has been placed, if the order was not originally made through your account.

The specifics on Qualifying Orders and Qualifying Redemptions and other details are set out on our Hut Rewards webpage (the "Hut Rewards Webpage") located at <https://www.pizzahut.ca/hutrewards>.

The Program is only available from and through certain participating Pizza Hut Canada locations.

Unless otherwise stated on the Hut Rewards Webpage, any minimum purchase amount for a Qualifying Order does not include taxes, delivery charges or tip. As well, unless otherwise stated on the Hut Rewards Webpage, gift card purchases are not eligible for digital points and do not count towards Qualifying Orders under the Program. A Qualifying Redemption cannot be or count towards a Qualifying Order.

Each Participant will have a Hut Rewards Wallet where digital points are tracked as digital points are added and redeemed. A digital point will normally be added to a Participant's Hut Rewards Wallet within 48 hours from the placing of a Qualifying Order (the "Validation Period"). There is no limit on the number of digital points a Participant can earn through the Program.

In addition, from time to time, Pizza Hut Canada, or others acting with Pizza Hut Canada's permission, may offer special promotions for Participants to earn "Promotional Points" or to redeem "Promotional Offers" in connection with the Program. In such instances, Promotional Points and/or Promotional Offers will be awarded/redeemed as described in their respective promotional offer and will be subject to any additional terms set forth in such promotional offer. Once the special promotion has ended all Promotional Points that were not previously redeemed will expire and will no longer be exchangeable.

#### 4. Redeeming Points

Once collected, a Participant shall be able to redeem digital points by accessing their Hut Rewards Wallet, located within a Participant's user profile. Under the "Available Rewards" tab, a Participant shall be able to select and use collected digital points towards food and/or beverage items that may be part of the Program from time to time. Upon selection, digital points will be deducted from a Participant's account and the free reward item will be added to a Participant's cart for immediate use. The Participant is responsible for picking up, or securing delivery of, the food and/or beverage items rewarded under the Program from the participating Pizza Hut Canada location as indicated at the time of the order.

Although food and/or beverage items may be listed as part of the Program, all such items are, nevertheless, subject to availability, whether generally or from any particular participating Pizza Hut Canada location. Once an order has been placed to redeem digital points, no cancellations, changes, exchanges or refunds will be permitted whatsoever. Food and/or beverage items received on redemption of digital points are received by the Participant "as is" without warranty or condition whatsoever. Food and/or beverage items received on redemption of digital points may not conform to the same items normally ordered from Pizza Hut Canada outside the Pizza Hut Rewards Loyalty Program.

The number of digital points awarded for a Qualifying Order and the number of digital points required to be redeemed for food and beverage items, and the corresponding value of digital points, are subject to change at any time and from time to time in Pizza Hut Canada's sole and absolute discretion. In particular, at Pizza Hut Canada's sole discretion, at any time, you may be required to redeem additional digital points in order to receive any given food and beverage item, or the same number of points may only be redeemed for food and beverage items of a lesser value, even if those points were earned prior to the change.

Each Participant must comply with any individual rewards or digital point limitations indicated at the time of redemption. Participant shall be responsible for payment of all applicable taxes, delivery charges, and

gratuities for orders, including available rewards and Pizza Hut purchases made with redeemed digital points. Digital points or rewards cannot be redeemed for in-store dining.

5. Other Terms Regarding Points

Pizza Hut Canada reserves the right to deactivate a Participant's account and/or immediately invalidate all or any portion of a Participant's digital points for any reason, in Pizza Hut Canada's sole discretion, including in the event of suspected fraud, a violation of these Terms and Conditions, or other acts/omissions that Pizza Hut Canada deems unacceptable. These rights are in addition to any other legal or equitable remedy that may be available to Pizza Hut Canada under applicable law.

Subject to applicable provincial or federal laws, digital points are not a Participant's property and may be revoked, cancelled, limited, or modified at any time, even though such action may affect a Participant's right to use previously accumulated digital points. Digital points have no cash value and may not be redeemed for cash, and have no value whatsoever until they reach the applicable amount to enable redemption of a reward (e.g. minimum of 5 points needed for a redemption). Digital points are nontransferable and non-divisible, and may not be combined with other Participants' accounts. Digital points do not represent liquidated obligations of Pizza Hut, but rather are a measurement of activity in the Program. Digital points represent one criterion for receiving products associated with the Program and have no value and are not eligible for redemption unless and until certain additional conditions are met, including: (i) active membership in the Program, for example, making Qualifying Purchases, point redemption or other points-earning activities, (ii) the digital points accrued reach the minimum amount necessary for redemption of a reward (e.g., minimum of 5 points needed for a redemption), and (iii) a claim for redemption of digital points is made. Customers must maintain an active status of their account by either earning or redeeming a digital point at least once every 2 years otherwise the customer's entire account shall be deleted.

Notwithstanding anything to the contrary herein, digital points will be forfeited if Pizza Hut Canada ends the Program.

If a Participant believes that digital points were not properly applied to a Participant's account or that there is any other problem with the Participant's account, please contact us in the manner as set out in the last section of these Terms and Conditions. A Participant must contact us within thirty (30) days after discovering any such problem. Pizza Hut Canada does not have any obligation to correct any errors after such thirty (30) day period. Pizza Hut Canada will not be liable for any failure to credit digital points to a Participant's account in a timely manner. Pizza Hut Canada is not liable for digital points that are lost due to fraudulent, unauthorized, and/or other unacceptable use.

Pizza Hut Canada reserves the right to audit accounts at any time and to request validation of digital point-earning activities and digital point redemptions. Digital points and/or redemption requests are void if (i) not obtained or submitted in accordance with these Terms and Conditions; or (ii) digital points are obtained or redeemed as the result of or in connection with a sale, transfer, or other method which Pizza Hut Canada determines, in its sole discretion, is in violation of these Terms and Conditions.

Pizza Hut Canada reserves the right to reverse digital points previously credited to a Participant's account, if, upon Pizza Hut Canada's request, a Participant cannot properly verify their digital point-earning activity. Pizza Hut Canada reserves the right to reverse digital points previously credited to a Participant's account if payment for a Qualifying Order is not received or is reversed by the Participant's credit card company or financial institution or if a full or partial refund on the Qualifying Order is given to

the Participant, whether or not such refund was the result of any error or problem caused by Pizza Hut Canada. Purchases made through unauthorized means or illegitimate channels will be void. Digital points and Qualifying Orders cannot be sold, traded, auctioned or bartered or otherwise transferred; all such actions will be void.

## 6. Program Eligibility and Availability

The Pizza Hut Rewards Loyalty Program is open only to Pizza Hut customers who are legal residents of Canada, at the time of purchase. Moreover, this Program is only available for online ([PizzaHut.ca](https://www.pizzahut.ca)) or mobile in-app orders placed with participating Pizza Hut locations. Please check back periodically for updates to the participating locations. Furthermore, this Program is a limited time program, subject to the terms herein.

This Program is not targeted towards, nor intended for use by, anyone under the age of 14. If a Participant is between the ages of 14 and 18 or 19 (depending on your province of residence), the Participant may only accrue digital points and obtain rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. The Program is subject to all applicable federal, provincial and local laws and regulations and is void where prohibited by law.

## 7. Privacy

All information submitted by Participants in the Program will be treated according to Pizza Hut Canada's Privacy Policy, available at <https://www.pizzahut.ca/policy>. By registering, a Participant agrees to receive e-mail communications about the Program, and during registration and at other times, the Participant will be able to opt-in to receive email and text communications about the Program and other Pizza Hut Canada offers and marketing communications. Participants may rescind their registration in the Program by logging on to their account and selecting the "opt-out" link located at the bottom of the Hut Rewards dashboard. By opting-out of the Program, customers will forfeit all accrued digital points and any information provided to Pizza Hut in connection with the Program will be deleted.

## 8. Irregularities

In the event that the operation, security, or administration of the Program is impaired in any way for any reason, including, but, not limited to, fraud, human error, virus or other technical problems, Pizza Hut Canada may, in its sole discretion, either: (a) modify the Program in a manner that best conforms to the spirit of these Terms and Conditions without suspending it; (b) suspend the Program to address the impairment and then resume the Program in a manner that best conforms to the spirit of these Terms and Conditions; or (c) cancel the Program. Pizza Hut Canada reserves the right in its sole discretion to disqualify any individual from participation in this Program and/or in any other programs sponsored by Pizza Hut Canada (and void all associated digital points/reward redemptions) it finds (i) to be tampering with the reward process or the operation of the Program or (ii) to be acting in violation of the Terms and Conditions of the Program or any other Pizza Hut Canada policy, or (iii) to be acting in a disruptive or otherwise objectionable manner. Any attempt by any person to undermine the legitimate operation of any part of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Pizza Hut Canada may seek any and all remedies (including attorneys' fees) available from any such person to the fullest extent permitted by law. Pizza Hut Canada's failure to enforce any term of the Terms and Conditions shall not constitute a waiver of that provision. Participants are responsible for the payment of all taxes which may result from participation in the Program.

## 9. Reservation of Rights

Pizza Hut Canada reserves the right to cancel the Program, or otherwise change any of the terms herein, including, but not limited to, making changes that may adversely affect the value of digital points or rewards already accumulated and the right to certain digital points or rewards. Any changes will be posted to the Program website, and the date these Terms and Conditions were last updated will be



included at the top of the Terms and Conditions. By continuing to participate in the Program following such changes, the Participant agrees to accept the changes.

#### 10. Release

Except where prohibited, by participating in the Program, each Participant agrees to release and hold harmless PH Canada Company and its parent, subsidiaries, affiliates, promotional partners, reward partners, providers and all of their respective agents and agencies, officers, directors, franchisees and employees, and its third party sponsors and vendors from and against any claim or cause of action arising out of participation in the Program or any harm or injury caused by any third party.

#### 11. No Warranty/Limitation of Liability

a) PH Canada Company, its affiliates, subsidiaries, franchisees, and promotional and advertising agencies are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof.

b) By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless PH Canada Company and its respective parent companies, subsidiaries, affiliates, agents, promotion and advertising agencies, franchisees, and each of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers from and against any claims, liabilities, damages, or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.

c) SOME JURISDICTIONS, SUCH AS QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE THE FOLLOWING EXCLUSIONS MAY NOT APPLY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL PH CANADA COMPANY, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, INDEPENDENTLY OWNED AND OPERATED FRANCHISE STORES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN 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 PH CANADA COMPANY IMPROPERLY DENIES A PARTICIPANT ANY REWARD, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF THE REWARD. 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.

#### 12. Governing Law

Subject to the provincial consumer protection laws, these terms and conditions will be governed by and interpreted pursuant to the laws in force in the Province of Ontario, Canada, without regard to its conflict of law principles. In the event of any dispute or controversy arising out of the Program or these

Terms and Conditions, Participant expressly consents to the sole and exclusive jurisdiction and venue of the courts of the province of Ontario, city of Toronto. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

13. Terms of Use

The Terms of Use on [www.pizzahut.ca](http://www.pizzahut.ca) found at <https://www.pizzahut.ca/terms> are hereby incorporated herein, to the extent applicable.

14. Contact Us

Participant may direct any questions, complaints or claims with respect to the Program by filling out a form on our "Contact Us" page at [Pizzahut.ca](http://Pizzahut.ca).