

CHUCK E. CHEESE APP TERMS AND CONDITIONS

This Chuck E. Cheese App (the “**App**”) is offered by CEC Entertainment Concepts, L.P. and/or its licensees, franchisees and affiliated companies] (“**Company**”, “**we**”, or “**us**”). These Terms and Conditions (“**Terms and Conditions**”) apply only to this App and Chuck E. Cheese Rewards (as defined below) offered herein, and not to any other website, mobile app, product, service, or program offered by us. These Terms of Use are a legal and binding agreement between you and Company governing your use of this App, which includes its content, information, services, and features.

Please read these Terms and Conditions, which apply to your use of this App and enrollment and participation in our Rewards Program. If you do not agree to these terms, then do not use this App or participate in the Rewards Program.

Modifications

We may modify these Terms and Conditions from time to time. When we do, we will notify you by email or otherwise as required under applicable law. It is therefore very important that you update your account information or notify us when your email address changes. Any changes to this Terms and Conditions will also be posted here. Your continued use of the App or participation in Chuck E. Cheese Rewards after any modification confirms your acceptance to the modifications.

Additionally, we may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to this App or any portion thereof; (2) change, revise, or modify this App or any portion thereof; (3) interrupt the operation of this App or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the App; and/or (5) terminate the authorization, rights, and license given above. Upon any termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the App.

Content & Use

This App and all content, information, and other materials featured, displayed, contained, and available on this App (collectively, the “**Content**”) are owned by or licensed to Company and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights. Subject to your compliance with these Terms and Conditions, The Company grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download this App for noncommercial purposes only. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, this App or its Content.

You agree to use this App and the Content in accordance with these Terms and Conditions and all applicable laws and regulations. The Company may prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to this App, the Content, users, us, our brand, or any other person or entity, or that violates these Terms and Conditions and/or applicable law.

Chuck E. Cheese Rewards Program

The Company offers the Chuck E. Cheese Rewards program ("**Chuck E. Cheese Rewards**") to reward and thank our loyal guests. Chuck E. Cheese Rewards is available to enrolled members at participating Chuck E. Cheese restaurants in the United States. Rewards accumulated under Chuck E. Cheese Rewards are promotional and have no cash value. There are no membership fees associated with Chuck E. Cheese Rewards.

Eligibility: You may enroll in Chuck E. Cheese Rewards if you: (1) are a legal resident of the United States; (2) at least 13 years of age at the time you enroll; (3) have an active, valid e-mail address; and (4) are a human being. Corporations, partnerships, limited liability companies, or other legal entities are prohibited from participating, and ineligible to participate, in Chuck E. Cheese Rewards.

Chuck E. Cheese Rewards is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use Chuck E. Cheese Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions.

Enrollment/Rewards Account: You can enroll in Chuck E. Cheese Rewards and create a Rewards account ("**Rewards Account**") by (if you set up your account through your Facebook account you will receive a one-time offer of ten (10) Reward Points):

1. Using the App;

OR

2. Visiting our website at <https://www.chuckecheese.com/rewards/>

To enroll you are required to provide your first and last name, your email address, your phone number and favorite Chuck E. Cheese location.

Your Rewards Account is personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others. You may have only one (1) Rewards Account.

As a part of Chuck E. Cheese Rewards, we will send you transactional, informational, and promotional messages and/or offers. These communications may happen in the form of push notifications through the App, email, and/or any other ways you may have selected when you enrolled in Chuck E. Cheese Rewards. If your contact information changes, or if you wish to change your contact information or the method by which we send you messages, please log into your Rewards Account and update your contact information or preferences.

Free Rewards: An eligible Member will receive the following free rewards ("**Free Rewards**") just for signing up:

- A one-time welcome reward of five hundred (500) e-tickets redeemable for prizes from redemption counters;
- One (1) small Dippin' Dots® cup on each of your children's birthday every year (up to 6 children);
- One (1) Cotton Candy on each of your children's half-birthday every year (up to 6 children); and

- Two hundred fifty (250) e-tickets redeemable for prizes from redemption counters on each anniversary of your becoming a member.

Earning Rewards: You will earn one point per \$1 (each a “**Reward Point**”) you spend towards Qualifying Purchases (as defined below). For the avoidance of doubt, Reward Points are not earned for any fees, delivery fees or sales tax(es) paid. Any Reward Points you earn will be banked in your Rewards Account to be used for later redemption toward a Reward. Reward Points will expire 365 calendar days from the date earned. You may only redeem Reward Points toward one Reward per visit regardless of the number of Rewards you have earned in your Rewards Account and no more than 2 Rewards may be redeemed per day. A Reward may not be combined with any other offer or coupon.

Rewards: Reward Points may be redeemed for your choice of one of the following Rewards in accordance with necessary Reward Points required to redeem set forth in the chart below.

Reward Offer	Quantity	Reward Points Required to Redeem
15 Minutes	1	50
Unicorn Churros	1	50
E-Tickets	500	50
30 Minutes	1	100
Personal 1 Top Pizza	1	100
E-Tickets	1000	100
60 Minutes	1	200
Large 1 Top Pizza	1	200
E-Tickets	2000	200

Reward offers, including type, quantity and Reward Points required to redeem, are subject to change in our sole discretion and at any time without notice.

You can track the Reward Points you have already earned and that you may earn in the future, and Rewards redeemed, by logging into your Rewards Account History.

Qualifying Purchases: Members will earn and receive Reward Points toward Rewards by purchasing food items and non-alcoholic beverages at participating Chuck E. Cheese’s restaurants (“**Qualified Purchases**”). For the avoidance of doubt, neither the purchase of alcoholic beverages nor gift card purchases are considered Qualified Purchases. A receipt for Qualified Purchases may only be scanned and associated to any Rewards Account once.

Social Media Sharing & Referral Bonuses: You can also receive an extra one (1) free personal pizza for every person you refer who joins our Chuck E. Cheese Rewards and starts earning Reward Points (“**Referral Reward**”). For the avoidance of doubt, your Referral Award will not be awarded until the referred member enrolls in Chuck E. Cheese Rewards and earns their first Reward Points.

You can also share your Chuck E. Cheese experience on your personal Facebook page through the App. You have the option to make your comment public, but please note that by making your comment public, we may use your comment on our website, Facebook page, and/or other social media outlets.

Additional Rewards Program Terms: We reserve the right to terminate your Rewards Account and/or your participation in Chuck E. Cheese Rewards if we determine in our sole discretion that you have violated these Terms and Conditions, you have more than one (1) account, or that the use of your account is unauthorized, deceptive (including, but not limited to, scanning a single receipt more than once), fraudulent or otherwise unlawful. We may, in its sole discretion, suspend, cancel, or combine Rewards Accounts that appear to be duplicative, and may refuse to allow you to re-enroll in Chuck E. Cheese Rewards. We also reserve the right to “unregister” and make ineligible for Chuck E. Cheese Rewards any Rewards Account that has been inactive for thirteen (13) months or more. Inactive is defined as no Reward Points earned.

We have the right at any time, with or without giving you prior notice, to:

- end or cancel Chuck E. Cheese Rewards and/or any specific Reward;
- change any Reward or other Chuck E. Cheese Rewards benefit we offer;
- change the requirements for earning a particular Reward;
- change the time you have in which to earn a particular Reward; and/or
- change any other feature of Chuck E. Cheese Rewards.

If we end Chuck E. Cheese Rewards, Reward Points you have earned but not used will expire on the end date, and you may not redeem Reward Points towards any Rewards or use any Reward Points after the end date.

Login and Registration

Certain features or services offered on or through this App may require you to complete a registration process and/or setup an account or login. In connection therewith, you agree to (1) provide true, accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your login, including your password. You agree to notify the Company immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by the Company or any other App user or visitor due to someone else using your login as a result of your failing to keep your login information secure and confidential.

You may not use anyone else’s account or login information. We shall not be liable for any loss or damage arising from your failure to comply with these obligations.

No Warranties

THIS APP, THE CONTENT, AND CHUCK E. CHEESE REWARDSS ARE PROVIDED ON AN “AS IS”, AND “AS AVAILABLE” BASIS, AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT GUARANTEE

THAT THE APP OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

Limitations of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES (DIRECT OR INDIRECT) WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS APP (INCLUDING ITS MODIFICATION OR TERMINATION), THE CONTENT, CHUCK E. CHEESE REWARDS, OR THESE TERMS OF USE, WHETHER OR NOT THE COMPANY MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Communications

When you visit this App or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this App. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions.

Contacting You on Your Mobile Telephone Number

While we aren't offering it currently it, Text/SMS messaging will be an important part of Chuck E. Cheese Rewards. If you wish to receive text/SMS messages from us, in the future, to the mobile telephone number that you provide when you register, you must opt-in.

IMPORTANT NOTE: By opting in to receive text/SMS messages you are also opting in to receive autodialed ads and other marketing messages/calls. By opting in you agree that we may send you up to four (4) text/SMS autodialed ads and other marketing messages. Residents of Canada are not eligible to receive Text/SMS messages and will not be provided the ability to opt-in.

You ARE NOT required to opt-in to allowing us to send you telemarketing call and text/SMS messages to your mobile telephone number to become or remain a Member. By providing us your mobile telephone number and opting-in to such calls and text/SMS messages, you represent that you are the owner of the mobile telephone associated with that mobile telephone number and that you are responsible for controlling access to that mobile telephone. You agree to notify us of any change to your mobile telephone number. If you opt-in to receive autodialed and prerecorded calls or text/SMS messages from us and then change your mobile telephone number, you agree that we may continue to send text/SMS messages, or autodialed and prerecorded calls to you at the new mobile telephone number unless you opt-out as described below. Depending on the terms of your service agreement with your mobile telecommunications service provider ("TSP") message and data rates may apply to the text/SMS messages and autodialed and prerecorded call that we send to your mobile telephone number. Supported carriers

for our text/SMS messages are: AT&T, Verizon, T-Mobile, and Metro PCS (at a minimum.) Please note, T-Mobile is not liable for delayed or undelivered messages.

International Users

This App is controlled, operated, and administered by the Company from offices within the United States of America. We make no representation regarding use of this App outside of the United States. You may not use this App or export any portion of it in violation of U.S. export laws and regulations. If you access this App from locations outside of the United States of America, you are responsible for compliance with all local laws.

Governing Law/Venue

This App is governed by and subject to the laws of the State of Texas, USA and, where applicable, U.S. federal law, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction and venue of the courts located in Texas for any disputes arising out of these Terms and Conditions, the App, or Chuck E. Cheese Rewards. Notwithstanding this provision, you agree that the Company may apply for injunctive or other equitable relief in any court of competent jurisdiction.

Privacy

Please review our Privacy Policy located at <https://www.chuckecheese.com/company/terms-privacy/> (the “**Privacy Policy**”), which is incorporated herein and also governs your use of this App, to understand the Company’s privacy practices.

General Provisions

All or any of the Company’s rights and obligations hereunder may be assigned to a subsequent owner or operator of this App in a merger, acquisition or sale of all or substantially all of the Company’s assets. If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms and Conditions or any portion thereof to be unenforceable, such provision will be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms and Conditions will continue in full force and effect. The Company’s failure to act with respect to a breach by you or others does not waive Company’s right to act with respect to that breach or subsequent or similar breaches.

Questions

If you have any questions regarding the App, Chuck E. Cheese Rewards, and/or these Terms and Conditions, you can contact us at: appfeedback@ceentertainment.com

Last Updated

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