



## **Terms & Conditions**

Read these terms and conditions of use carefully before accessing, using or obtaining any materials, information, products or services. By accessing, the Matajini MVP LLC - DBA - Brewhaus 31 website, mobile or tablet application, all social media platforms, or rewards programs, or any other feature or other Matajini MVP LLC - DBA - Brewhaus 31 platform (collectively "Our Platform") you agree to be bound by these terms and conditions ("Terms") and our Privacy Policy. If you do not accept all these Terms, then you may not use Our Platform. In these Terms, "we", "us", "our" or "Matajini MVP LLC - DBA - Brewhaus 31" refers to Matajini MVP LLC - DBA - Brewhaus 31 and "you" or "your" refers to you as the user of our Platform.

We may modify these Terms, for any reason at any time, by posting a new version on Our Platform; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Platform following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Platform in any way, your only recourse is to immediately terminate use of Our Platform.

To access and use Our Platform, you must register for a Matajini MVP LLC - DBA - Brewhaus 31 account ("Account") by providing your full legal name, current address, phone number, birthdate, a valid email address and any other information indicates as required. Matajini MVP LLC - DBA - Brewhaus 31 may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.

### **Limitations on Use**

- 1) transmit through the Services any harassing, indecent, obscene, fraudulent, or unlawful material;
- 2) use the Services in violation of applicable laws, or regulations, transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties. You agree that Matajini MVP LLC - DBA - Brewhaus 31 shall, in no event, be liable for any consequential, incidental, indirect, punitive or other loss or damage whatsoever or other loss arising out of or caused by your use of or inability to sue the our Service, even if Matajini MVP LLC - DBA - Brewhaus 31 has been advised of the possibility of such damage If you live in the United States of America you must be at least 21 years of age to use our Services or such greater age required in your country to register for or use our Services under applicable law.

### **Proprietary Rights:**

You acknowledge that we retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the “Brick Oven Pizza”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works and upgrades thereto. You agree that you will not use or register any trade mark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Matajini MVP LLC - DBA - Brewhaus 31 or is similar to any of these.

### **Promotional Offers, Coupons, sweepstakes:**

Promotional offers, coupons, sweepstakes and other special offers are temporary and, any such offers may expire. We reserve the right to discontinue or modify any promotional offers and coupons in our sole discretion.

### **Facebook or any other social media:**

- 1) You may not use our Products to do or share anything:
  - a. That violates these Terms, and other terms and policies that apply to your use of Social Media.
  - b. That is unlawful, misleading, discriminatory or fraudulent.
  - c. That infringes or violates someone else’s rights.
- 2) You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
- 3) You may not access or collect data from our Products using automated means or attempt to access data you do not have permission to access.

### **Eligibility:**

Our Platform is available to all guests who are twenty-one (21) years of age or older. No purchase necessary. The following are ineligible to download the App and/or to win a prize, even if they otherwise meet the definition of an Eligible Entrant: employees, officers, directors, agents, successors and assignees of Brick Oven Pizza, and affiliated companies, its advertising agencies and any promotional companies involved in any way with the Promotion (all of the above italicized entities collectively referred to herein as “Promotion Parties”), and the immediate family members (defined as spouse, parent, child, sibling, or grandparent; whether biological adoptive, step or in-law) and those living in the same household (defined as those persons whether related or not who live in the same residence as the Eligible Entrant at any time during the Promotion Period) of such employees, officers, directors, agents, successors and assignees. Void elsewhere and wherever prohibited or restricted by law.

### **Termination or Suspension:**

If you fail, or Matajini MVP LLC - DBA - Brewhaus 31 suspects on reasonable grounds that you have failed, to comply with any of the provisions of this Agreement, Matajini MVP LLC - DBA - Brewhaus 31 may, without notice to you

- (i) terminate this Agreement and/ or your Matajini MVP LLC - DBA - Brewhaus 31 account
- (ii) preclude your access to the Services.

Matajini MVP LLC - DBA - Brewhaus 31 further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you and, to the full extent permitted by law, Matajini MVP LLC - DBA - Brewhaus 31 will not be liable to you or to any third party should it exercise such rights.

THESE TERMS & CONDITIONS ARE GOVERNED BY THE LAWS OF ILLINOIS AND ALL PARTIES SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THIS STATE. THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT