

## **Spicy Southwest Challenge Offer Terms and Conditions**

The Spicy Southwest Challenge Offer (“Offer”) is open only to individuals that are members of the Newk’s Rewards Program. If you are not a member of Newk’s Rewards Program you can become one for free at <https://newks.com/rewards>. Offer void where prohibited, taxed or restricted by law. Only actual purchasers of Qualified Products (defined below) may participate. By participating in the Offer, participants agree to abide by and be bound by these terms and conditions and the decisions of Newk’s, which shall be final in all matters relating to the Offer.

1. HOW TO PARTICIPATE: The Offer is available between March 15, 2022 at 12:00:01 AM ET and May 9, 2022 at 11:59:59PM ET.

To participate, you must be using logged into you Newk's Rewards at the time of purchase and purchase all four of the following products: Spicy Jalapeno Ranch Pizza, Spicy Jalapeno Ranch Salad, Chipotle Caesar Shrimp Sandwich, and Chipotle Caesar Shrimp Salad ("Qualifying Products"). Purchase of all Qualifying Products does not need to be in one transaction. Purchase can be made in-person, in-app, or at [order.newks.com](http://order.newks.com). Purchases of Qualifying Products made through third party services do not count. Must be using your Newk's Rewards at time of purchasing Qualifying Products. Purchases cannot be applied to after the initial transaction if you were not using your Newk's Rewards at time of purchase.

2. 1500 REWARD POINTS: After your purchase of all Qualified Products is verified, you will receive 1500 Reward Points. It may take up to 24 hours for reward points to be credited. Terms of Use apply: <https://newks.com/terms-of-use>.

MAXIMUM OF ONE (1) 1500 REWARD POINTS PER NEWK’S REWARDS PROGRAM / PERSON.

3. RELEASE OF LIABILITY: By participating in this Offer, you agree to release and hold harmless Newk's and its subsidiaries, affiliates, retailers and advertising and promotions agencies and all of their respective officers, directors, shareholders, employees and agents (collectively, “Released Parties”) from and against any and all liability or damages arising from or in connection with your participation in the Offer and/or the acceptance, redemption, use, misuse, or possession of Reward Points including, but not limited to, liability arising from or in connection with third-party claims. The Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered or misdirected requests, e-mail, Reward Points, or for other errors or problems of any kind relating to or in connection with the Offer, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Offer or in any Offer related materials. The Released Parties are further not responsible for any damage to any computer system or mobile device resulting from participation in the Offer or accessing or downloading information in connection with the Offer. Newk's reserves the right in its sole discretion to edit, modify or cancel any portion of this Offer in the event it is not capable of running as planned.

4. GENERAL: Offer subject to all applicable federal, state and local laws and regulations. Receipts that Newk's determines to have been obtained through unauthorized means or illegitimate channels will be void. Fraudulent redemption requests will not be honored and could result in criminal or civil action to the extent allowed by law. Newk's reserves the right at its sole discretion to reject participation of any individual who Newk's determines, in its sole discretion: has tampered with or attempted to tamper

with the Offer redemption process or the operation of the Offer; has violated the Offer Terms and Conditions in any way; or has acted in a disruptive, harassing or otherwise improper or illegal manner.

5.       **CHANGES TO THESE TERMS:** Newk's at its discretion change these Terms or any aspect of the Offer or Reward Points. YOUR CONTINUED PARTICIPATION IN THE OFFER AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THESE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST STOP YOUR PARTICIPATION IN THE OFFER.

6.       **TERMINATION BY NEWK'S:** Newk's may terminate the Offer or your participation in the Offer in Newk's sole discretion without notice.