

Last Updated June 4, 2025

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, RECEIVING OR USING A REWARDS PROGRAM ACCOUNT AND/OR OTHERWISE PARTICIPATING IN THE RAINBOW REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND ANY ADDITIONAL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THE RAINBOW REWARDS PROGRAM.

GENERAL

The Rainbow Rewards Program ("Rewards Program") is operated by Rainbow Cone LLC ("Rainbow", "we", "our", "us"). By accessing, using or participating in the Rewards Program, eligible Participants ("Participants", "you", "user(s)") acknowledge and agree to be bound by these Rewards Program [Terms and Conditions](#) (the "Terms and Conditions") available at rainbowcone.com (the "Website"). Also available at rainbowcone.com are our [Terms of Use](#) (which include our Text SMS program Terms), and our general [Privacy Policy](#) (all of which are incorporated herein, collectively "Rainbow Cone Terms"). To the extent these Terms and Conditions are inconsistent or incompatible with any general Rainbow Cone Terms, these Terms and Conditions will supersede and govern your use and participation in the Rewards Program. You agree to use the Rewards Program and all content in accordance with the Rainbow Cone Terms and all applicable laws and regulations. We reserve the right, without limitation, to prohibit access, use, participation, communications, or content that we deem in our sole discretion, to be unlawful or defamatory to The Original Rainbow Cone, Rainbow, our brand, goods, and services, the Rewards Program, the content, other users, Participants or guests, or any other person or entity.

ELIGIBILITY

The Rewards Program is open to legal residents of the fifty (50) United States (including D.C., collectively "U.S."), thirteen (13) years of age or older. The Rewards Program is not targeted to or intended for use by minors under 13 years of age. Any information provided in connection with a child in a Rewards Program account must be provided only by the child's parent or adult legal guardian who agrees to be bound by the Terms and Conditions as well as the Rainbow Cone Terms. The Rewards Program is intended for individual, personal use only; commercial use or participation by corporations, partnerships, limited liability companies, or other corporate entities is prohibited.

HOW THE REWARDS PROGRAM WORKS

Registered Rewards Program Participants may earn rewards points ("Rewards") through the registration process and/or through purchases of The Original Rainbow Cone products either

at eligible Rainbow Cone locations or through the Website. Participant Purchases of The Original Rainbow Cone products at Rainbow Cone Express locations inside Buona Beef Restaurants do not qualify for Rewards in the Rewards Program. However, Participants who are also Participants in the Buona Rewards Program, operated by our affiliate Buona Beef LLC, may make purchases of The Original Rainbow Cone products available at Rainbow Cone Express locations providing the phone number they registered with or through their Buona Rewards App which are eligible for points towards that can be redeemed for select Buona Beef and Rainbow Cone menu items. For a list of Rainbow Cone locations where purchases of The Original Rainbow Cone products are eligible for rewards points through this Rewards Program, as well as a list of Express locations, please check the Website. Rainbow reserves the right to change or modify Rewards, the accumulation of Rewards and the redemption of Rewards at any time and without advanced notice. All changes or modifications to the Rewards process, the accumulation of Rewards and/or the redemption of Rewards will be posted to the Website within seven (7) calendar days of such change or modification.

REGISTER AND CREATE YOUR REWARDS PROGRAM ACCOUNT

Participation in this Rewards Program and the ability to earn Rewards requires, among other things, that you register for and maintain an active Rewards Program account. To register for your Rewards Program account, go to the Website, sign up at the locations point of sale, or download the Rainbow Cone Rewards Program mobile application (“App”) and create an account. You must have only one Rewards Program account. Multiple accounts may give rise to your participation in the Rewards Program being suspended and all Rewards in all accounts forfeited. Once registered, you can use your App to make purchases or make purchases directly through the Website. Rewards are loaded and saved to your Rewards Program Account which can be accessed either through the Website or the App.

Registration may require you to provide your first name, last name, date of birth, email address, zip code, phone number, and to create a password. Rainbow Cone may update your telephone number or other information associated with your account, as provided by you. However, maintaining accurate account information remains, at all times, your and not our responsibility. The use of this information will be governed by our Privacy Policy.

HOW TO DELETE YOUR REWARDS PROGRAM ACCOUNT OR CEASE RECEIVING COMMUNICATIONS

You may discontinue your participation in the Rewards Program by deleting your Rewards Program account. If you delete your account any unredeemed Rewards are immediately forfeited and will be void (and any make-goods or other benefits in your account will also be

void). If you have a question or want to delete your account please send an email to rewards@rainbowcone.com for support. Alternatively, you may wish to participate in the Rewards Program but choose not to receive Rewards Program communications (i.e. by texting STOP to cease Rewards related text messages, or by clicking unsubscribe to cease receiving Rewards Program related electronic mail messages).

ACCUMULATING/USING REWARDS

You must be an eligible Rewards Program Participant to accumulate and/or use Rewards. To use an accumulated Reward, you may scan your App at any participating Rainbow Cone location, give your phone number or use a linked payment card, or enter your account information on the Website. Rainbow reserves the right to establish, change or otherwise modify qualifying order of The Original Rainbow Cone products which are eligible to accumulate Rewards under the Rewards Program. A non-qualifying order, as determined in our sole discretion, will not earn a Reward. Without limitation, the following are examples of non-qualifying orders (that do not earn Rewards): purchases using any other currency or decentralized cryptocurrency; purchases using a Reward, purchase(s) of Rainbow gift card(s); purchase of merchandise items; purchases made using Group Ordering; purchases made at a food truck; purchases through any third-party delivery platform (for example UberEats, Doordash, Grubhub, etc.); purchases with a dollar value less than the stated USD minimum (i.e. \$10 minimum subtotal, excluding taxes, fees and delivery, alcohol and gift card purchases); and/or cancelled qualifying orders, or missed transactions; any other orders or purchase activities that are (or are suspected of being) ineligible, non-compliant or in contravention of these Terms and Conditions or any Rainbow Terms.

Rewards are issued by Rainbow Cone on a periodic basis and may not be identified to you in advance. Limit one (1) Reward issued per account/household for an activity. Rainbow has the sole discretion to determine the Rewards, including if and when Rewards will be issued. Rewards may vary and are subject to change or substitution without notice. Number, type and frequency of Rewards are based upon various factors, including without limitation, the frequency of visits, the frequency of qualifying orders, the volume and type of qualifying orders made. Rainbow reserves the right to withhold a Reward if it is determined or suspected that the receipt of such Reward was in error, fraudulent, illegal, or in violation of these Terms and Conditions or specific Rewards Program offer terms.

REDEEMING REWARDS

Rewards will be stored in your Rewards Program account and displayed in your account on the App and through the Website. Points can be redeemed by scanning the QR code in the App, or by providing the phone number linked to your account. You may track your Rewards

by logging into your Rewards Program account on the Website account, or by logging into the Rainbow Cone App.

A Reward must be redeemed prior to its date of expiration or is void. A Reward may be redeemed one-time only. Multiple Rewards may not be redeemed in a single order. If a Reward is not used in its entirety when redeemed, the remainder will be forfeited. Reward redemption is subject to the availability of the item being redeemed, which may fluctuate and is available only while supplies last. Rewards cannot be redeemed for gift cards. Rewards may not be transferred, sold, assigned or redeemed in combination with other promotions, special offers, discounts or coupons. Any minimum purchase required in order to redeem a Reward excludes the cost of the Reward item, and all taxes, tips, delivery, alcohol, gift card purchases, and all other fees.

Each Reward is redeemable only for the merchandise (excluding gift cards), discounted merchandise, or food item(s) stated, and redemption is subject to these Terms and Conditions and any terms and limitations stated on or in connection with such Reward (incorporated herein). Rewards for merchandise or discounted merchandise may be redeemed in-store only, for one (1) item excluding gift cards (up to the maximum value stated excluding taxes and fees) which must be available in the merchandise store at the time of redemption; available while supplies last. Merchandise and supplies may vary by location and may not be available in all Rainbow Cone locations. Any qualifying order must be in an amount greater than the minimum purchase amount specified in conjunction with the Reward if any (which excludes, and must be redeemed prior to its stated expiration. We reserve the absolute right to modify the minimum purchase order subtotal at any time without notice, which modification will only be applied to qualified purchases thereafter.

You have no ownership interest in your account or any Rewards issued in the Rewards Program. Rewards are not gift certificates. Rewards are specific to this Rewards Program only. Rewards are for promotional purposes only and have no cash, legal tender or real-world value, and may not be exchanged for cash or any cash equivalent. Your Rewards Program account and any accumulated Rewards are personal to you) and may not be sold, bartered, transferred, assigned, or shared with, family, friends or others, or used by you for any commercial purpose, or any purpose prohibited by these Terms and Conditions or any Rainbow Cone Terms. Once redeemed, a Reward is not refundable, replaceable, or transferable for cash, credit, or other Reward under any circumstances. Lost, stolen, misplaced, damaged or destroyed Rewards, merchandise items or offers received as a Reward may not be replaced by Rainbow Cone. Redeemed Rewards may not be reused, re-sold or exchanged for other goods or services except as stated on the Reward.

Specific Reward Terms: An available Reward is offered by Rainbow Cone to eligible U.S. individuals who are enrolled in the Rewards Program with a Rewards Program account. Offers are loaded to the App and the Website. A Reward is redeemable only for the actual item in the description, size, flavor and quantity stated, no substitutions, add-ons or additional toppings. Rewards will not be honored and are void after date of expiration. Unless otherwise stated, a birthday Reward is valid for the member's birthday month only. Any minimum purchase required for a qualifying order or Reward redemption is based on the subtotal of your order, which excludes taxes, fees and delivery, the cost of the free item (if applicable) and gift cards. A Reward to new Rewards Program members excludes automatically enrolled Rewards Program members. Unless otherwise excluded, Reward may be redeemed for qualified dine-in, drive-thru, pickup, or delivery orders placed on rainbowcone.com, or the App. Delivery order minimums and fees apply. Delivery is subject to availability. A Reward cannot be transferred, or combined with any other Reward, offer, discount, or promotion, and cannot be applied to catering, or shipping, or redeemed through third-party websites, third party delivery or food truck orders. No cash value. Void where prohibited. Rewards are limited to one-time use only per account/household. Subject to these Terms and Conditions.

SPECIAL PROMOTIONS

In addition to Rewards, Rainbow Cone may from time to time, in our sole discretion and without obligation, make available to Rewards Program members the ability to earn additional Rewards, or special offers, sweepstakes, contests or other promotions in which Rewards Program members may earn prizes or other benefits. The terms and conditions or official rules applicable to any such special promotion, prize or benefit will be determined by Rainbow Cone and communicated to Participants in conjunction with such promotion.

LIMITATIONS, RESTRICTIONS AND OTHER TERMS

Rainbow Cone's determinations, interpretations, eligibility, or any questions, disputes or issues arising under this Rewards Program, these Terms and Conditions or any other Rainbow Cone Terms, rules or restrictions are final and binding. Nothing in these Terms and Conditions will limit Rainbow Cone from exercising any rights or remedies it may have or which may arise at law, or in equity.

Rainbow Cone reserves the right to suspend or terminate any Rewards Program account, any Reward, and/or any participation in this Rewards Program, if in its sole discretion Rainbow Cone determines or suspects a violation of these Terms and Conditions, or participation in this Rewards Program or the use of a Rewards Program account is unauthorized, deceptive, duplicative, fraudulent, unlawful, or intentionally subverts the

purposes of this Rewards Program. Rainbow Cone may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that a Rewards Program account or participation in this Rewards Program is terminated, then all accumulated Rewards in such account are immediately deemed forfeited and void. You are responsible for all activity in your Rewards Program account whether or not such activity is directly authorized by you. By participating in this Rewards Program, you agree you will not use or attempt to benefit directly or indirectly from the use of computer systems or algorithms generating artificial intelligence and/or deepfakes or any other unauthorized participation methods suspected of using AI, robotics, bots, or any other device, fraud or artifice or similar prohibited methods.

Rainbow Cone is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail as a result of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any resulting error in computing qualifying orders or any loss or unavailability of Rewards, or any injury or damage to any Participant's or any other person's computer or mobile device related to or resulting from participation in this Rewards Program or use of a Rewards Program account. If, for any reason, this Rewards Program or any part thereof is not capable of running as planned, including due to errors of any kind or nature, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of Rewards Program or any part of thereof, we reserve the right in our sole discretion to cancel, terminate, modify, or suspend this Rewards Program or any part thereof, or otherwise respond to the circumstances as we deem appropriate. Additionally, Rainbow Cone reserves the right, in its sole discretion, at any time and for any reason to suspend or interrupt the operation of this Rewards Program or any portion of thereof, to impose limits on certain features and services, to restrict access to this Rewards Program or any portion of thereof, to conduct without limitation maintenance, Rewards Program or equipment support, or investigation, and to terminate any or all authorizations, rights and licenses granted to any/all Participants in this Rewards Program.

CHANGES TO REWARDS PROGRAM OR TERMINATION

Without limiting any other Terms and Conditions herein, Rainbow Cone reserves the right, in its sole discretion, at any time and for any reason to change, update, suspend and/or discontinue, in whole or in part, this Rewards Program or any part of thereof, all or any portion of this Rewards Program, any Reward, and/or any Rainbow Cone Terms, Privacy Policy, communications, guidelines or disclosures in any and all media/medium pertaining to this

Rewards Program without advance notice. Unless otherwise specified, any changes or modifications will be effective immediately. Changes or modifications will be posted to the Website within seven (7) days of the change or modification being implemented. You waive any right you may have to receive specific notice of such changes or modifications. If we change or modify this Rewards Program, we will revise the "last updated" date located at the top of this Rewards Program Terms and Conditions. Your participation in this Rewards Program confirms your acceptance of these Terms and Conditions and any such changes or modifications; therefore, please review these Terms and Conditions in their entirety frequently to understand all of the terms and conditions that apply to this Rewards Program. A waiver by Rainbow Cone of any provision in these Terms and Conditions does not constitute a waiver of any other provision now or in the future, nor will any waiver constitute a continuing waiver. Any provision of these Terms and Conditions deemed invalid shall be severed and the remainder shall remain in full force and effect.

LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL RAINBOW CONE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE RAINBOW CONE REWARDS PROGRAM, THE WEBSITE, A REWARDS PROGRAM ACCOUNT, THESE TERMS AND CONDITIONS, THE APP AND/OR ANY REWARD EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN OR USING ANY OF THIS REWARDS PROGRAM, THE WEBSITE, REWARDS PROGRAM ACCOUNT, THESE TERMS AND CONDITIONS, THE APP AND/OR ANY REWARD, YOU AGREE THAT RAINBOW CONE HAS NO RESPONSIBILITY OR LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR ANY EXPENSE, LOSS, COST, INJURY, DAMAGE, OR ANY OTHER MATTER OR THING WHATSOEVER, HOWEVER SUFFERED OR CAUSED AT ANY TIME, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY OF THE AFOREMENTIONED, INCLUDING WITHOUT LIMITATION: (I) ANY FAILURE, DELAY, LOSS, DECISION BY RAINBOW CONE IN ADMINISTERING THE REWARDS PROGRAM OR THE TERMS AND CONDITIONS OR ANY PART THEREOF, INCLUDING REVISIONS TO OR TERMINATION OF THE REWARDS PROGRAM; (II) UNAUTHORIZED USE/ACCESS BY ANY THIRD PARTY OF YOUR REWARDS PROGRAM ACCOUNT, REWARDS OR APP; OR (III) THE LOSS, THEFT, OR DELAYED NOTIFICATION OF ANY REWARDS ISSUED UNDER THIS REWARDS PROGRAM OR THESE TERMS AND CONDITIONS. ANY LIABILITY RAINBOW CONE MAY HAVE TO YOU FOR ANY NEGLIGENCE, BREACH OF CONTRACT, OR OTHER CLAIM, IS LIMITED TO CREDITING YOUR REWARDS PROGRAM ACCOUNT WITH THE REWARD DETERMINED TO BE EARNED BY YOU.

RAINBOW CONE REWARDS PROGRAM, REWARDS PROGRAM ACCOUNT, THESE TERMS AND CONDITIONS, THE APP AND/OR ANY REWARD AND ALL CONTENT THEREIN ARE PROVIDED ON AN “AS IS”, AND “AS AVAILABLE” BASIS, AND RAINBOW CONE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, RAINBOW CONE DOES NOT GUARANTEE THAT ANY OF THE AFOREMENTIONED WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT YOUR SATISFACTION WITH THIS REWARDS PROGRAM, REWARDS PROGRAM ACCOUNT, THESE TERMS AND CONDITIONS, THE APP AND/OR ANY REWARD AND ALL CONTENT THEREIN, AND DO NOT WARRANT OR REPRESENT THE COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS OR RELIABILITY OF ANY OF THE AFOREMENTIONED, AND RAINBOW CONE MAKES NO COMMITMENT AND ASSUMES NO DUTY TO UPDATE ANY OF THE AFOREMENTIONED.

THE FOREGOING LIMITATIONS AND EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

REWARD TERMS:

The following Rewards may be rewarded to you based on your participation in the program subject to all other Rewards Program Terms & Conditions above:

Reward	Offer	Description
Registration Reward	500 points = \$5 off	Guests receive a \$5 off reward as soon as they sign up with their phone number, available to use on their next purchase.
Birthday Reward	500 points = \$5 off	Guests will need to complete their profile to receive their birthday reward. This reward is valid throughout the guest’s entire birthday month. It activates on the first calendar day and expires on the last calendar day of the month.
Ongoing Reward	500 points = \$5 off	Guests will earn a \$5 off reward for every 500 points earned.