



Gift Cards are subject to the following terms and conditions which govern their use (the "Terms and Conditions"):

All Gift Cards are issued by Smashburger Gift Card LLC ("Smashburger"), an Arizona limited liability company. A Gift Card may only be used for making purchases at participating Smashburger restaurants in the United States. It cannot be redeemed for cash unless required by law. The value of a Gift Card will not be replaced if the Gift Card is damaged, lost, or stolen. A Gift Card should be treated like cash. Acceptance of a Gift Card constitutes acceptance of these terms and conditions.

Resale of Gift Cards is strictly prohibited. You agree not to sell or distribute Gift Cards for any other reason including, but not limited to, direct sales to consumers or sales to third parties.

You may not use any of Smashburger' or its affiliates' trademarks or service marks or other intellectual property (collectively "Marks"). The Gift Card does not in any way grant you any license or right to use, any of Smashburger' or its affiliates' Marks.

All sales of Gift Cards are final. The Gift Cards cannot be returned to Smashburger nor will Smashburger provide any refunds or be liable for any Gift Cards that remain undistributed or unused. Purchaser assumes the entire obligation, risk and liability with respect to the further transfer of Gift Cards.

By purchasing or using a Gift Card, you represent to Smashburger that you will comply with these Terms and Conditions and all applicable laws and regulations. You warrant that you will not use the Gift Card in any manner that is illegal, misleading, deceptive, harmful to consumers, or otherwise negatively impacts the goodwill associated with Smashburger, its affiliates, or the Smashburger brand. You agree to indemnify Smashburger and hold Smashburger harmless from any claims, expenses or liability that arise in connection with your use of the Gift Card or violation of any of these Terms and Conditions.

Any dispute between you and Smashburger or any of its affiliates, or their respective officers, directors, employees, shareholders, members, managers or authorized agents, will be governed by and determined in accordance with the substantive law of the State of Arizona, which laws will prevail in the event of any conflict of law. Any dispute arising out of, or in any way related to, the Gift Card will be commenced in a state or federal court in the State of Arizona and you irrevocably submit to the jurisdiction of such court and waives any objection you may have to either the jurisdiction or venue of such court. You waive any right you may have to a trial by jury for any disputes arising from or related to the Gift Card. In the event of such dispute, the prevailing party therein will be entitled to recover reasonable attorney fees (including the cost of in-house counsel) and court costs from the non-prevailing party.

All terms and conditions are applicable to the extent permitted by law. If any provision is deemed not enforceable, such provision shall be deemed modified to the extent necessary to make it enforceable. Smashburger reserves the right to change these terms and conditions from time to time in its sole discretion.