

PRIVACY POLICY

Thank you for visiting us at www.sonnysbbq.com (the "Site"). The Site is provide by Sonny's Franchise Company ("Sonny's"). Sonny's strongly believes that the protection of privacy is a critical issue when collecting and storing personal information via the internet. We have created this Privacy Policy (this "Privacy Policy") to inform all visitors to the Site of the measures we employ to keep the information you may choose to share with us private and confidential. We are committed to protecting and safeguarding consumer privacy on the internet, especially for children. Please carefully review this Privacy Policy before using the Site.

INFORMATION COLLECTED

When you visit this Site, you may provide us with two types of information: (1) personal information you knowingly choose to disclose that is collected on an individual basis, and (2) website use information collected by us on an aggregate basis.

Personal information is information that is personally identifiable to you such as your name, email address, mailing address, phone number and date of birth. We only gather personal information when it is voluntarily submitted by you. You are not required to disclose any personal information to visit this Site, however you may be required to disclose certain personal information before accessing or using certain features or areas of the Site. We do not collect any personal information about you through this Site without your knowledge.

When you visit this Site we may automatically collect website use information about your visit. Website use information includes information such as the date and time of your visit, the pages you visited, the address of the website you came from when you came to visit this Site, etc. If you do not want us to collect website use information then please do not visit or use this Site.

You may contact us at any time in order to update the personal information we have collected about you by sending an email to support@sonnysbbq.com. Please include your member name and the information about you that you wish to update in the email so that we can better assist you with your request.

USAGE AND COLLECTION OF INFORMATION

We recognize and appreciate the importance of responsible use of personal information collected on this Site. Sonny's may share personal information collected about you with companies affiliated or related to Sonny's such as our franchisees, subsidiaries and parent companies. Occasionally, with your permission, we will send marketing information to you, such as discount coupons, information about new product offerings, etc. If you do not elect to receive such materials, we will not send them to you. Additionally, third party companies may be engaged by Sonny's to perform a variety of functions, such as, fulfilling orders, assisting with promotions, providing technical services for our this Site, etc. These companies may have access to personal information if necessary to perform such functions. However, these companies may only use such personal information for the purpose of performing these functions and may not use it for

any other purpose. Other than as set forth in this Privacy Policy, we do not sell, transfer, share or disclose personal information to third parties.

USAGE AND COLLECTION OF INFORMATION ABOUT CHILDREN

This Site may offer certain features and activities that may be used by children. We do not condition a child's participation in any of the activities available on this Site on the disclosure of more information than is reasonably necessary to participate in the activity. To the extent that this Site offers activities that may be accessed by children, we will collect parent's email addresses to obtain their consent for their children to access the Site, to notify them of their child's online activities and to enable parents to access, view, change or delete all personal information about their child that we collect. We will additionally use parent's email addresses to enable parents to unsubscribe their children from newsletters or other similar activities that we offer or provide. Please note that parents should update their personal information to provide us with a current email address. We are not responsible for any failure by you to keep an updated email address on file with your account or the account of your child. You agree that notice sent to the last email address we have on file with your account is sufficient notice and communication for purposes of this Privacy Policy.

Before allowing a child to use a feature of our Site that might result in the public disclosure of personal information about that child to third parties, such as posting on open message boards, we will require a high level of verification to confirm that a parent has given permission for the child to participate in such features. For example, we may require a parent to provide us with credit card information, speak to a telephone operator or return by postal mail or fax a signed consent form to confirm consent.

To the extent we have collected any information about children, parents can access, change or delete personal information about their children at any time, or can refuse to permit us to collect further personal information from their child, by contacting our customer service department by sending an email to support@sonnysbbq.com or by contacting us at C/O The Public Relations Dept, 2605 Maitland Center Parkway, Suite C, Maitland, FL 32751. Please include the child's name and the parent's email address in your correspondence so that we can better assist you with your inquiry or request.

COOKIES

"Cookies" are pieces of information that a website transfers to an individual's hard drive for record-keeping purposes. Cookies allow websites to remember important information about visitors that make a visitor's use of a website more convenient. Like most web sites, this Site uses cookies for a variety of purposes in order to improve your online experience. For example, we may use cookies to determine the number of unique visitors to our Site over a given period and to remember user screen names so that the need for multiple log-ins is eliminated. We do not store any personal information in cookies nor do we link or combine information collected through cookies to any personal information that users submit when participating in activities on this Site. Cookies cannot be executed as code or deliver viruses.

Use the options in your web browser if you do not wish to receive a cookie or if you wish to set your browser to notify you when you receive a cookie. If you disable all cookies, you may not be able to take advantage of all of the features and activities available on this Site.

LINKS TO OTHER WEBSITES

We may offer links to sites that are not operated by Sonny's. If you visit one of these linked sites, you should review their privacy policy and all other policies. We are not responsible for the policies and practices of other websites, and any information you submit to those websites is subject to their privacy policies.

NOTICES AND RESTRICTIONS

We may be forced to disclose certain personal information you submit to us to the government or other law enforcement agencies. We reserve the right to, and by using this Site you authorize us to, use or disclose any personal information or other information we have collected about you as needed or necessary in order to satisfy any law, regulation or legal request, to protect the integrity of this Site, to fulfill your requests, or to cooperate in any law enforcement investigation.

MISCELLANEOUS

By accessing or using this Site you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy please do not access or use this Site. We reserve the right to change the terms of this Privacy Policy from time to time in our sole discretion. You should periodically check this Site for any changes that may have been made to this Privacy Policy. Whether or not you actually review changes as they are made, your use of this Site signifies your acceptance of any such changes.

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

By using and accessing the pages provided on the www.sonnysbbq.com website (this "Site"), you agree to these Terms of Use (the "Terms of Use"). If you do not agree, you may not use this Site.

RESTRICTIONS ON USE

Material from this Site and any other World Wide Web site owned, operated, licensed, or controlled by Sonny's Franchise Company or any of its related, affiliated, or subsidiary companies (together, "Sonny's") may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Sonny's EXCEPT: you may download one copy of the material on one computer for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark, or other proprietary notices. Modification or use of the materials for any other purpose violates Sonny's intellectual property rights. The material on this Site is provided for lawful purposes only.

OBLIGATIONS OF SITE VISITORS

You agree not to do any of the following while visiting or using the Site or any services provided by or through the Site:

- restrict or inhibit any other user from using and enjoying the Site;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of Sonny's;
- post or transmit unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any images or other material depicting nudity;
- post or transmit comments containing harassing or offensive language or engage in disruptive activities online;
- post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation on the Site or through the Site;
- post, upload or transmit any material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other intellectual property and/or proprietary rights;

- post or transmit material that encourages or provides instructional information about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Site without authorization;
- frame, repackage, or otherwise re-distribute any portion of the Site; or
- use the Site, or any services provided through the Site, to collect personally identifying information about users of the Site or conduct any activity in violation of Sonny's Privacy Policy.

Sonny's may terminate your access to the Site at any time for any reason or no reason, including, but not limited to, as a result of your violation or threatened violation of any of the obligations described above, in Sonny's sole and absolute discretion. Sonny's will not be liable to you or any third party as a result of such termination. The terms and conditions provided in these Terms of Use will survive any such termination.

SUBMISSIONS

All remarks, suggestions, ideas, graphics, or other information communicated to Sonny's through this Site (together, the "Submissions") will forever be the property of Sonny's. Sonny's will not be required to treat any Submissions as confidential, and will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Sonny's operations. Without limitation, Sonny's will have exclusive ownership of all present and future existing rights to the Submissions of every kind and nature everywhere. Other than as set forth below with respect to personally identifiable information, Sonny's will be entitled to use the Submissions for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submissions. Personally identifiable information that may be received at or through this Site is provided voluntarily by visitors to this Site. The treatment and use of this information is described in Sonny's Privacy Policy. You acknowledge that you are responsible for whatever material you submit, and you, not Sonny's have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

DISCLAIMER

THE MATERIAL ON THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. SONNY'S MAY MAKE CHANGES TO THIS SITE AT ANY TIME. THIS SITE AND THE MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS

IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SONNY'S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SONNY'S DOES NOT WARRANT THAT THIS SITE, THE FUNCTIONS CONTAINED ON THIS SITE OR THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT MESSAGES OR REQUESTS WILL BE DELIVERED OR RECEIVED, OR THAT THIS SITE, THE MATERIALS ON THIS SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SONNY'S DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT OF THE USE OF THIS SITE OR THE MATERIALS ON THIS SITE RELATED TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU

LIMITATION OF LIABILITY

IN NO EVENT WILL SONNY'S BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH SITES, OR THE MATERIALS, PRODUCTS OR SERVICES OFFERED ON THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SONNY'S, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON INFORMATION PROVIDED THROUGH THIS SITE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SONNY'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION RELATED TO THIS SITE, THE MATERIALS ON THIS SITE OR YOUR ACCESS OR USE OF THIS SITE WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THIS SITE.

THIRD PARTY WEBSITES AND DOWNLOADABLE MATERIALS

This Site contains downloadable materials as well as links to external sites. Sonny's is not responsible for, and has no control over, the content of such downloadable materials or external sites. You understand that Sonny's cannot and does not guarantee or warrant that files or software of any kind, from any source, that are available for downloading through this Site or through third party websites linked to this Site, will be free of infection, viruses, worms, Trojan

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

By using and accessing the pages provided on the www.sonnysbbq.com website (this "Site"), you agree to these Terms of Use (the "Terms of Use"). If you do not agree, you may not use this Site.

RESTRICTIONS ON USE

Material from this Site and any other World Wide Web site owned, operated, licensed, or controlled by Sonny's Franchise Company or any of its related, affiliated, or subsidiary companies (together, "Sonny's") may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Sonny's EXCEPT: you may download one copy of the material on one computer for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark, or other proprietary notices. Modification or use of the materials for any other purpose violates Sonny's intellectual property rights. The material on this Site is provided for lawful purposes only.

OBLIGATIONS OF SITE VISITORS

You agree not to do any of the following while visiting or using the Site or any services provided by or through the Site:

- restrict or inhibit any other user from using and enjoying the Site;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of Sonny's;
- post or transmit unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any images or other material depicting nudity;
- post or transmit comments containing harassing or offensive language or engage in disruptive activities online;
- post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation on the Site or through the Site;
- post, upload or transmit any material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other intellectual property and/or proprietary rights;

- post or transmit material that encourages or provides instructional information about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Site without authorization;
- frame, repackage, or otherwise re-distribute any portion of the Site; or
- use the Site, or any services provided through the Site, to collect personally identifying information about users of the Site or conduct any activity in violation of Sonny's Privacy Policy.

Sonny's may terminate your access to the Site at any time for any reason or no reason, including, but not limited to, as a result of your violation or threatened violation of any of the obligations described above, in Sonny's sole and absolute discretion. Sonny's will not be liable to you or any third party as a result of such termination. The terms and conditions provided in these Terms of Use will survive any such termination.

SUBMISSIONS

All remarks, suggestions, ideas, graphics, or other information communicated to Sonny's through this Site (together, the "Submissions") will forever be the property of Sonny's. Sonny's will not be required to treat any Submissions as confidential, and will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Sonny's operations. Without limitation, Sonny's will have exclusive ownership of all present and future existing rights to the Submissions of every kind and nature everywhere. Other than as set forth below with respect to personally identifiable information, Sonny's will be entitled to use the Submissions for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submissions. Personally identifiable information that may be received at or through this Site is provided voluntarily by visitors to this Site. The treatment and use of this information is described in Sonny's Privacy Policy. You acknowledge that you are responsible for whatever material you submit, and you, not Sonny's have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

DISCLAIMER

THE MATERIAL ON THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. SONNY'S MAY MAKE CHANGES TO THIS SITE AT ANY TIME. THIS SITE AND THE MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

By using and accessing the pages provided on the www.sonnysbbq.com website (this "Site"), you agree to these Terms of Use (the "Terms of Use"). If you do not agree, you may not use this Site.

RESTRICTIONS ON USE

Material from this Site and any other World Wide Web site owned, operated, licensed, or controlled by Sonny's Franchise Company or any of its related, affiliated, or subsidiary companies (together, "Sonny's") may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Sonny's EXCEPT: you may download one copy of the material on one computer for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark, or other proprietary notices. Modification or use of the materials for any other purpose violates Sonny's intellectual property rights. The material on this Site is provided for lawful purposes only.

OBLIGATIONS OF SITE VISITORS

You agree not to do any of the following while visiting or using the Site or any services provided by or through the Site:

- restrict or inhibit any other user from using and enjoying the Site;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of Sonny's;
- post or transmit unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any images or other material depicting nudity;
- post or transmit comments containing harassing or offensive language or engage in disruptive activities online;
- post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation on the Site or through the Site;
- post, upload or transmit any material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other intellectual property and/or proprietary rights;

- post or transmit material that encourages or provides instructional information about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Site without authorization;
- frame, repackage, or otherwise re-distribute any portion of the Site; or
- use the Site, or any services provided through the Site, to collect personally identifying information about users of the Site or conduct any activity in violation of Sonny's Privacy Policy.

Sonny's may terminate your access to the Site at any time for any reason or no reason, including, but not limited to, as a result of your violation or threatened violation of any of the obligations described above, in Sonny's sole and absolute discretion. Sonny's will not be liable to you or any third party as a result of such termination. The terms and conditions provided in these Terms of Use will survive any such termination.

SUBMISSIONS

All remarks, suggestions, ideas, graphics, or other information communicated to Sonny's through this Site (together, the "Submissions") will forever be the property of Sonny's. Sonny's will not be required to treat any Submissions as confidential, and will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Sonny's operations. Without limitation, Sonny's will have exclusive ownership of all present and future existing rights to the Submissions of every kind and nature everywhere. Other than as set forth below with respect to personally identifiable information, Sonny's will be entitled to use the Submissions for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submissions. Personally identifiable information that may be received at or through this Site is provided voluntarily by visitors to this Site. The treatment and use of this information is described in Sonny's Privacy Policy. You acknowledge that you are responsible for whatever material you submit, and you, not Sonny's have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

DISCLAIMER

THE MATERIAL ON THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. SONNY'S MAY MAKE CHANGES TO THIS SITE AT ANY TIME. THIS SITE AND THE MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS

IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SONNY'S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SONNY'S DOES NOT WARRANT THAT THIS SITE, THE FUNCTIONS CONTAINED ON THIS SITE OR THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT MESSAGES OR REQUESTS WILL BE DELIVERED OR RECEIVED, OR THAT THIS SITE, THE MATERIALS ON THIS SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SONNY'S DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT OF THE USE OF THIS SITE OR THE MATERIALS ON THIS SITE RELATED TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU

LIMITATION OF LIABILITY

IN NO EVENT WILL SONNY'S BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH SITES, OR THE MATERIALS, PRODUCTS OR SERVICES OFFERED ON THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SONNY'S, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON INFORMATION PROVIDED THROUGH THIS SITE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SONNY'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION RELATED TO THIS SITE, THE MATERIALS ON THIS SITE OR YOUR ACCESS OR USE OF THIS SITE WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THIS SITE.

THIRD PARTY WEBSITES AND DOWNLOADABLE MATERIALS

This Site contains downloadable materials as well as links to external sites. Sonny's is not responsible for, and has no control over, the content of such downloadable materials or external sites. You understand that Sonny's cannot and does not guarantee or warrant that files or software of any kind, from any source, that are available for downloading through this Site or through third party websites linked to this Site, will be free of infection, viruses, worms, Trojan

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

By using and accessing the pages provided on the www.sonnysbbq.com website (this "Site"), you agree to these Terms of Use (the "Terms of Use"). If you do not agree, you may not use this Site.

RESTRICTIONS ON USE

Material from this Site and any other World Wide Web site owned, operated, licensed, or controlled by Sonny's Franchise Company or any of its related, affiliated, or subsidiary companies (together, "Sonny's") may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Sonny's EXCEPT: you may download one copy of the material on one computer for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark, or other proprietary notices. Modification or use of the materials for any other purpose violates Sonny's intellectual property rights. The material on this Site is provided for lawful purposes only.

OBLIGATIONS OF SITE VISITORS

You agree not to do any of the following while visiting or using the Site or any services provided by or through the Site:

- restrict or inhibit any other user from using and enjoying the Site;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of Sonny's;
- post or transmit unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any images or other material depicting nudity;
- post or transmit comments containing harassing or offensive language or engage in disruptive activities online;
- post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation on the Site or through the Site;
- post, upload or transmit any material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other intellectual property and/or proprietary rights;

- post or transmit material that encourages or provides instructional information about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Site without authorization;
- frame, repackage, or otherwise re-distribute any portion of the Site; or
- use the Site, or any services provided through the Site, to collect personally identifying information about users of the Site or conduct any activity in violation of Sonny's Privacy Policy.

Sonny's may terminate your access to the Site at any time for any reason or no reason, including, but not limited to, as a result of your violation or threatened violation of any of the obligations described above, in Sonny's sole and absolute discretion. Sonny's will not be liable to you or any third party as a result of such termination. The terms and conditions provided in these Terms of Use will survive any such termination.

SUBMISSIONS

All remarks, suggestions, ideas, graphics, or other information communicated to Sonny's through this Site (together, the "Submissions") will forever be the property of Sonny's. Sonny's will not be required to treat any Submissions as confidential, and will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Sonny's operations. Without limitation, Sonny's will have exclusive ownership of all present and future existing rights to the Submissions of every kind and nature everywhere. Other than as set forth below with respect to personally identifiable information, Sonny's will be entitled to use the Submissions for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submissions. Personally identifiable information that may be received at or through this Site is provided voluntarily by visitors to this Site. The treatment and use of this information is described in Sonny's Privacy Policy. You acknowledge that you are responsible for whatever material you submit, and you, not Sonny's have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

DISCLAIMER

THE MATERIAL ON THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. SONNY'S MAY MAKE CHANGES TO THIS SITE AT ANY TIME. THIS SITE AND THE MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS

IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SONNY'S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SONNY'S DOES NOT WARRANT THAT THIS SITE, THE FUNCTIONS CONTAINED ON THIS SITE OR THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT MESSAGES OR REQUESTS WILL BE DELIVERED OR RECEIVED, OR THAT THIS SITE, THE MATERIALS ON THIS SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SONNY'S DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT OF THE USE OF THIS SITE OR THE MATERIALS ON THIS SITE RELATED TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU

LIMITATION OF LIABILITY

IN NO EVENT WILL SONNY'S BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH SITES, OR THE MATERIALS, PRODUCTS OR SERVICES OFFERED ON THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SONNY'S, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON INFORMATION PROVIDED THROUGH THIS SITE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SONNY'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION RELATED TO THIS SITE, THE MATERIALS ON THIS SITE OR YOUR ACCESS OR USE OF THIS SITE WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THIS SITE.

THIRD PARTY WEBSITES AND DOWNLOADABLE MATERIALS

This Site contains downloadable materials as well as links to external sites. Sonny's is not responsible for, and has no control over, the content of such downloadable materials or external sites. You understand that Sonny's cannot and does not guarantee or warrant that files or software of any kind, from any source, that are available for downloading through this Site or through third party websites linked to this Site, will be free of infection, viruses, worms, Trojan

IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SONNY'S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SONNY'S DOES NOT WARRANT THAT THIS SITE, THE FUNCTIONS CONTAINED ON THIS SITE OR THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT MESSAGES OR REQUESTS WILL BE DELIVERED OR RECEIVED, OR THAT THIS SITE, THE MATERIALS ON THIS SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SONNY'S DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT OF THE USE OF THIS SITE OR THE MATERIALS ON THIS SITE RELATED TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU

LIMITATION OF LIABILITY

IN NO EVENT WILL SONNY'S BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH SITES, OR THE MATERIALS, PRODUCTS OR SERVICES OFFERED ON THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SONNY'S, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON INFORMATION PROVIDED THROUGH THIS SITE. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SONNY'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION RELATED TO THIS SITE, THE MATERIALS ON THIS SITE OR YOUR ACCESS OR USE OF THIS SITE WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THIS SITE.

THIRD PARTY WEBSITES AND DOWNLOADABLE MATERIALS

This Site contains downloadable materials as well as links to external sites. Sonny's is not responsible for, and has no control over, the content of such downloadable materials or external sites. You understand that Sonny's cannot and does not guarantee or warrant that files or software of any kind, from any source, that are available for downloading through this Site or through third party websites linked to this Site, will be free of infection, viruses, worms, Trojan

Horses or other code or defects that contain or incorporate contaminating or destructive properties.

PRIVACY

Our policies concerning the use of your personal information are set forth in our Privacy Policy available at: www.sonnysbbq.com/images/stories/pdf/privacypolicytermsandconditions (“Sonny’s Privacy Policy”). The terms of Sonny’s Privacy Policy are incorporated herein by this reference. Please carefully review the information contained in Sonny’s Privacy Policy. By using this Site, the materials on this Site or the services provided by or through this Site, you agree to waive and release Sonny’s from any claim or liability in connection with the collection, use, or disclosure of information that is consistent with the terms of Sonny’s Privacy Policy .

TERMINATION

Sonny’s or you may terminate this agreement at any time. You may terminate this agreement by destroying all materials obtained from this Site and all other Sonny’s websites including all related documentation and all copies thereof (together, the “Materials”). Sonny’s may terminate this agreement immediately without notice at any time in Sonny’s sole discretion. Upon termination, you must destroy all Materials.

THIS SITE IS INTENDED FOR U.S. AUDIENCES ONLY

Use of this Site is intended for United States residents only. Unless otherwise specifically indicated, sweepstakes and other promotional offers available on or through this Site are open to United States residents only.

COPYRIGHT ACT AGENT

We respect the intellectual property rights of others, and require that the people who use this Site do the same. If you believe that your work appears on this Site and has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

Horses or other code or defects that contain or incorporate contaminating or destructive properties.

PRIVACY

Our policies concerning the use of your personal information are set forth in our Privacy Policy available at: www.sonnysbbq.com/images/stories/pdf/privacypolicytermsandconditions (“Sonny’s Privacy Policy”). The terms of Sonny’s Privacy Policy are incorporated herein by this reference. Please carefully review the information contained in Sonny’s Privacy Policy. By using this Site, the materials on this Site or the services provided by or through this Site, you agree to waive and release Sonny’s from any claim or liability in connection with the collection, use, or disclosure of information that is consistent with the terms of Sonny’s Privacy Policy .

TERMINATION

Sonny’s or you may terminate this agreement at any time. You may terminate this agreement by destroying all materials obtained from this Site and all other Sonny’s websites including all related documentation and all copies thereof (together, the “Materials”). Sonny’s may terminate this agreement immediately without notice at any time in Sonny’s sole discretion. Upon termination, you must destroy all Materials.

THIS SITE IS INTENDED FOR U.S. AUDIENCES ONLY

Use of this Site is intended for United States residents only. Unless otherwise specifically indicated, sweepstakes and other promotional offers available on or through this Site are open to United States residents only.

COPYRIGHT ACT AGENT

We respect the intellectual property rights of others, and require that the people who use this Site do the same. If you believe that your work appears on this Site and has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

- A statement by you, made under penalty of perjury, that the above information contained in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Copyright Agent
C/O The Public Relations Dept
2605 Maitland Center Parkway, Suite C
Maitland, FL 32751
support@sonnysbbq.com

TRADEMARK INFORMATION

The following is a non-exclusive list of trademarks that are used on this Site and that are owned by Sonny's: Sonny's®; Sonny's Bar-B-Q®; Sonny's Real Pit Bar-B-Q®; Sonny's Sizzlin' Sweet Sauce®; Sonny's Smokin' Bar-B-Q Sauce®; Plate-Hiding Portions®; Feel Good Bar-B-Q!®; Pork 3 Ways®; Sonny's To Go®, etc. All other trademarks used on this Site, including, but not limited to other trademarks used on this Site that may be owned by Sonny's, are the property of their respective owners.

MISCELLANEOUS

These Terms of Use will be governed and interpreted in accordance with the laws of the State of Florida, United States of America, notwithstanding any principles of conflicts of law. All disputes regarding these Terms of Use shall be brought solely in the state and federal courts located in Orange County, Florida, United States of America. If any part of these Terms of Use is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this Site for illegal purposes may be provided to law enforcement authorities. This is the entire agreement between the parties relating to the use of this Site. Sonny's may revise these Terms of Use at any time without providing notice by posting updates to these Terms of Use on the Site. This Site may be linked to other sites which are not maintained by Sonny's. Sonny's is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by Sonny's of any such sites.