



## Gift Card Terms and Conditions

Last Updated: 2/1/2024

These "Gift Card Terms and Conditions" (or this "Agreement") constitutes an agreement between you, the cardholder or user, and Denny's Inc. By purchasing, accepting, or using any Denny's Gift Card ("Gift Cards") you agree to be bound by and these terms and conditions. **IMPORTANT: This Agreement includes resolution of disputes by arbitration on an individual basis instead of in court.**

### 1. General Terms

Denny's Gift Cards are distributed on behalf of Denny's Inc. by Stored Value Solutions, a Delaware corporation, for use at any Denny's restaurant location or online at dennys.com (excluding the "Diner Drip" feature at dennys.com or dinerdrip.com). Gift Cards include plastic or physical gift cards, digital gift cards, or other digital stored value gift cards offered by Denny's, Inc. ("Denny's" or "we" or "our"). Gift Card balances may only be redeemed toward purchases made at one of our restaurants. If a purchase exceeds your existing Gift Card balance(s), the remaining amount due must be paid with another payment method. Denny's reserve the right to change this Agreement from time to time in its discretion. Your continued use of a Gift Card following any changes will constitute acceptance of the revised terms.

### 2. Expiration date and Fees

Gift Cards and Gift Card balance(s) have no expiration date and no maintenance, dormancy or service fees apply to Gift Cards. However, ten years after the Gift Card's last use, the Gift Card will become inactive. You will have to call the Denny's Call Center at 1-800-733-6697 (staffed 24/7) in order to determine the value of the card. You will be requested to provide the expired card number and a return address in order for a replacement card to be sent.

### 3. Refund

Gift Cards are not refundable or redeemable for cash unless required by law.

### 4. Not Reloadable

Gift Cards are not reloadable.

### 5. Lost, Stolen, Damaged, Misused or Misdirected Gift Cards

Gift Cards will not be replaced if lost or stolen. Gift Cards that are misdirected may be replaced provided that Gift Card have not been activated or used and proof of purchase is provided. Gift Cards that are damaged may be replaced for the remaining balance of the Gift Card provided that Gift Card number and pin number is active. Denny's is not responsible for Gift Card misuse or unauthorized Gift Card use.

### 6. Risk of Loss

If the purchaser elects to send the Gift Cards through mail or electronic mail, the purchaser is responsible for validating that the mailing address is updated and correct. Ownership and risk of loss of Gift Cards passes to purchaser as soon as Denny's sends the Gift Card to the recipient mailing address designated by the purchaser in the case of physical Gift Cards and once a digital Gift Card is electronically transmitted to the purchaser or designated recipient. If you suspect that the recipient did not receive the Gift Cards, please contact our customer support at 1-888-631-5095.



#### 7. Balance

To view your balance, visit [dennys.com/gift-cards](https://dennys.com/gift-cards).

#### 8. Miscellaneous

For more information, please contact our customer support at 1-888-631-5095.

#### 9. Privacy Policy

Please carefully read our Privacy Policy, available at [dennys.com/privacy](https://dennys.com/privacy), to understand how Denny's collects, uses and discloses personal information about its users.

#### 10. Fraud

Denny's reserves the right to refuse to issue or honor a Gift Card or pursue any other legal remedy, in the event of suspected fraud. Denny's reserves the right to refuse to honor a Gift Card that is obtained from an unauthorized seller or reseller.

#### 11. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CARD FOR THE THEN CURRENT BALANCE OF THAT GIFT CARD.

#### 12. Mandatory Binding Dispute Resolution and Individual Arbitration Agreement

**PLEASE READ THE FOLLOWING SECTION CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS. By accepting the Gift Card Terms and Conditions, you agree to resolve any dispute with us through binding arbitration or small claims court and to waive your rights to participate in any class action suit and to a jury trial.**

- a. **Application.** This Arbitration Agreement applies to any dispute, claim or controversy arising out of or relating to these Gift Card Terms and Conditions or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of services provided by Denny's with respect to Gift Cards. This Arbitration Agreement will apply for determination of the threshold issue of whether this Section applies to you, and all other threshold determinations.
- b. **Overview of Dispute Resolution Process.** These Gift Card Terms and Conditions provide for a two-part process for individuals: (1) an informal negotiation directly with Denny's customer relations team as described in Section 12(c) below, and if necessary (2) a binding arbitration administered by the American Arbitration Association ("AAA"). You and Denny's each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.
- c. **Pre-Arbitration Dispute Resolution.** Denny's is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. For any and all disputes you have against Denny's, including those described in this Section 12, you must first give Denny's an opportunity to resolve the dispute by sending notice by certified mail to Denny's, Inc., 203 East Main Street, Spartanburg, South Carolina 29319, Attn: Legal/Risk Management, or by attaching a PDF of the notice to an email and sending to [customerservice@dennys.com](mailto:customerservice@dennys.com). The notice must be physically signed by you and provide the following information: (1) your name, (2) your address, (3) a brief description of the dispute, (4) a description of the specific relief you seek, and (5) a request for arbitration. You and



we each agree to negotiate your claim in good faith. You agree not to commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim notice, and you have made a good faith effort to resolve your claim directly with us during that time. You and Denny's may also mutually agree to extend the time period provided in this paragraph. You may pursue your dispute or claim in a court only under the limited circumstances described below.

- d. **Mandatory Arbitration Notification.** IF WE ARE UNABLE TO RESOLVE YOUR CLAIM WITHIN 60 DAYS DESPITE THOSE GOOD FAITH EFFORTS, THEN EITHER YOU OR WE MAY START ARBITRATION OR SMALL CLAIMS COURT PROCEEDINGS. To begin arbitration, you must send a letter requesting arbitration and describing your dispute to the American Arbitration Association ("AAA") with a copy of the demand on Denny's registered agent for service of process, The Corporation Trust Center c/o Corporation Trust Company, 1209 Orange St, Wilmington, DE 19801. After you pay your portion of any initial filing fee, Denny's shall pay any remaining portion of the initial fee. Thereafter, the payment of administration and arbitrator fees will be governed by the AAA's rules. If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing.
- e. **Agreement to Arbitrate.** **You and Denny's mutually agree that any dispute, claim or controversy arising out of or relating to these Gift Card Terms and Conditions or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of Gift Cards or use of services provided by Denny's and its affiliates with respect to Gift Cards (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Denny's agree that the arbitrator will decide that issue.**
- f. **Exceptions to Arbitration Agreement.** You and Denny's each agree that the following causes of action or claims for relief are excepted from this Arbitration Agreement and will be brought in a judicial proceeding in accordance with Section 13 below: (i) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances; or (ii) a request for the remedy of public injunctive relief. You and Denny's agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.
- g. **Arbitration Rules and Governing Law.** You and we each also agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the substantive and procedural interpretation and enforcement of this dispute resolution and arbitration provision. For any consumer matters, the arbitration of all Disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflicts with this Agreement, in which case this Agreement will govern. The AAA's rules and the form for filing an arbitration claim are available at <https://www.adr.org>. To initiate arbitration, a completed written demand must be filed with the AAA and provided to the other party, as specified in the AAA rules.
- h. **Arbitration Hearing/Location; Depositions.** In order to make the arbitration most convenient for you, Denny's agrees that any required arbitration hearing may be conducted, at your option: (i) in the U.S. county where you reside; (ii) in Spartanburg County, South Carolina; or (iii) via phone or video conference. Unless we and you agree otherwise, any arbitration hearings for claims of \$10,000 or less, will be conducted solely on the basis of (i) documents submitted to the arbitrator, or (ii) through



a telephonic hearing, except if the arbitrator requires otherwise. During the arbitration, both you and we may take one deposition of the opposing party, limited to 4 hours.

- i. **Attorney's Fees and Costs.** Your arbitration fees and your share of arbitrator compensation shall be governed by AAA rules. To the extent allowed by applicable law, the arbitrator may award either party its reasonable attorneys' fees and costs, including reasonable expenses associated with production of witnesses or proof upon a finding that a claim was frivolous or brought solely to harass you or Denny's.
- j. **Offers.** A party may make an offer of judgment in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure. The offer shall be served on the offeree in the same manner in which other papers are served in the arbitral proceeding. The offer shall not be served on the arbitrator, except that if the offer is accepted, either party may then file with the arbitrator the offer and notice of acceptance together with proof of service thereof. The arbitrator shall then immediately render an award as provided by the offer, and the arbitration proceedings shall then be terminated. If the offer is not accepted, the offer shall not be used as evidence in the arbitration proceedings and, following the issuance of the arbitrator's award, the offeror may file a motion for costs with the arbitrator, who shall retain jurisdiction to decide the motion and award costs to the offeror as warranted, to the extent allowed by applicable law.
- k. **Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.
- l. **Jury Trial Waiver.** YOU AND DENNY'S AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT, YOU AND DENNY'S ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT. In the absence of this provision, you and Denny's might otherwise have had a right or opportunity to bring disputes in a court, other than small claims court, before a judge or jury.
- m. **No Class Actions or Representative Proceedings.** YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION (WHETHER A PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE OR CONSOLIDATED PROCEEDING). Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.
- n. **Severability.** Except as provided in Section 12(m) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the



remainder of the Arbitration Agreement shall be given full force and effect.

- o. Changes to Agreement to Arbitrate. If Denny's changes this Section 12 after the date you last accepted these Gift Card Terms and Conditions (or accepted any subsequent changes to these Gift Card Terms and Conditions), you may reject that change by sending us written notice (including by email) within thirty (30) days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Issuer (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Denny's.
- p. Survival. This Arbitration Agreement, including class action waiver, and jury trial waiver, shall survive termination of this Agreement and the termination of your account with Denny's or your discontinued use of Gift Cards.

### 13. Governing Law

You acknowledge and agree that the Agreement formed by these Gift Card Terms and Conditions between you and us shall be construed and enforced in accordance with the local law of the State of South Carolina without regard to principles of conflict of laws. For any claims or actions exempted from the Arbitration Agreement pursuant to Section 12(f), such action or suit concerning these Gift Card Terms and Conditions shall only be brought by the parties in a federal or state court with appropriate jurisdiction sitting in the State of South Carolina. Neither party shall raise in connection herewith, and the parties hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction, improper of service of process or the like in any such action or proceeding. In any such action or proceeding brought in court to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

### 14. Severability

If any part of these Gift Card Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

### 15. Miscellaneous

Except as may be supplemented by additional terms, conditions, policies and disclosures, these Gift Card Terms and Conditions, together with the material presented with your Gift Card, constitutes the entire agreement between you and Denny's regarding your Gift Cards, and supersedes, replaces and cancels any and all other prior written or oral communications, agreements or understandings regarding Gift Cards. In the event of any conflict between these Gift Card Terms and Conditions and the Gift Card FAQs on our website, these Gift Card Terms and Conditions control. Denny's and its affiliates bear no responsibility or liability for any use or misuse of Gift Cards and you hereby knowingly release Denny's and its affiliates and related entities from any and all liability or claims of any nature whatsoever in connection with Gift Cards. Your rights under a Gift Card will terminate if you materially fail to comply with this Agreement. Upon termination, you must cease all use of the Gift Card, and we may revoke your access to any remaining Gift Card balance. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.