

RBI Recruitment SMS Program Terms and Conditions

Program Description: Restaurant Brands International, its affiliates and/or subsidiaries (collectively, the “Company”) is offering the RBI Recruitment SMS Program, a mobile alert program (the “Program”), subject to these Terms and Conditions (the “Terms”). If you do not wish to continue participating in the Program or no longer agree to these Terms, you can reply “STOP” to any mobile message from Company in order to opt out of the Program.

User Opt In: The Program allows users to receive SMS/MMS mobile alerts that include alerts, information, offers, and rewards by users affirmatively opting into the Program, such as through confirming your opt-in by replying to an opt-in confirmation message. Regardless of the opt-in method you utilized to join the Program, you agree that these Terms apply to your participation in the Program. The mobile messaging service used by Company to communicate with you requires human intervention for Company’s mobile messages to be initiated, and nor does it have the capacity to randomly or sequentially generate telephone numbers. Thus, Company’s mobile messages are not sent to you by an automatic telephone dialing system (“ATDS” or “autodialer”). Nevertheless, by participating in the Program, **you agree to receive autodialed mobile messages and you understand that consent is not required to be considered for any employment position with, or otherwise participate in any recruitment process being delivered by, the Company.**

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent based on your interaction with Company. Message frequency varies.

User Opt Out and Additional Commands: To opt out (discontinue participation in Program), reply “STOP” to any message you received from Company on your mobile device. This is the easiest and preferred method to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out.

MMS: The Program will send SMS MTs if your mobile device does not support MMS messaging.

Company Warranty: Company will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Company’s control. Carriers are not liable for delayed or undelivered mobile messages.

Privacy Policy: By participating in this Program, you acknowledge that you have reviewed and understand our [Privacy Policy](#), and consent to the practices described in that policy.

Dispute Resolution:

- (a) **If you are domiciled in the United States of America:** In the event that there is a dispute, claim or controversy between you and Company, or between you and any third-

party acting on Company's behalf in connection with the Program, arising out of or relating to federal or state statutory claims, common law claims, these Terms, Company's Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in Miami, Florida before one arbitrator. The arbitration will be administered by the American Arbitration Association ("AAA"). The Consumer Arbitration Rules of the AAA in effect at the time the arbitration is commenced shall apply. The arbitrator will apply the substantive law of the Florida, exclusive of its conflict or choice of law rules, provided that, the parties agree that for any disputes arising under the Telephone Consumer Protection Act, the parties agree to apply the law as interpreted by the federal courts of the Eleventh Circuit. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested ("Arbitration Demand"). **To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated hereby. The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses and arbitrators, and will not be disclosed to any third person (other than witnesses or experts), except as required

by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

If you are domiciled in Canada: In the event that there is a dispute, claim or controversy between you and Company, or between you and any third-party acting on Company's behalf in connection with the Program, arising out of or relating to federal or provincial statutory claims, common law claims, these Terms, Company's Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, will be determined: (i) if you are outside the province of Quebec, solely by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in relation to all disputes arising from or related to the Terms, and any related matters, or (ii) if you are in the province of Quebec, solely by the laws of the Province of Quebec, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Quebec in the City of Montreal in relation to all disputes arising from or related to these Program Terms, and any related matters.

Disclaimer of Warranties: THE LAWS OF SOME JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF REPRESENTATIONS, WARRANTIES OR CONDITIONS, SO SOME OF THE BELOW EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW. YOUR USE OF AND DECISION TO JOIN THE PROGRAM IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE OPERATION OF THE PROGRAM OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED THROUGH THE PROGRAM OR WITH RESPECT TO ANY WEBSITES OR SERVICES LINKED FROM THE PROGRAM. THE PROGRAM IS PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS, AND NO ENCUMBRANCES; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON OR ENTITY; (III) WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (IV) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE THROUGH THE PROGRAM OR OTHERWISE BY COMPANY. FURTHER, THERE IS NO WARRANTY THAT THE PROGRAM WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE

NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR ENTITY OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, THAT THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE CONTENT, FUNCTIONS, OR MATERIALS SENT TO YOU AS PART OF THE PROGRAM, WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND LIABILITIES IN CONNECTION WITH ANY USER CONTENT OR COMPANY CONTENT. NO INFORMATION MADE AVAILABLE BY OR ON BEHALF OF COMPANY SHALL CREATE ANY WARRANTY OR CONDITION.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Exclusive Remedy and Limitation of Liability: THE LAWS OF SOME JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, LOSSES OR LIABILITY, SO SOME OF THE BELOW EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW.

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, WILL COMPANY, ITS AFFILIATES, OR ANY PARTY INVOLVED IN OPERATING, CREATING, PRODUCING, OR DELIVERING THE SERVICES BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE OR ACCESS THE PROGRAM, INCLUDING WITHOUT LIMITATION ANY COMPANY CONTENT OR USER CONTENT, OR ANY SITES LINKED FROM THE PROGRAM, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PROGRAM OR TO YOUR DOWNLOADING OF ANY CONTENT THROUGH IT OR ON ANY WEBSITE LINKED TO IT.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST US SHALL BE LIMITED TO THE

AMOUNT YOU PAID, IF ANY, FOR USE OF THE PROGRAM.

Miscellaneous: All employment decisions will be made by the Company in its sole discretion, and participation in the Program does not grant you the right to employment with the Company or the right to continued participation in any recruitment process being delivered by the Company. You warrant and represent to Company that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing. Company reserves the right to change these Terms from time to time. Any updates to these Terms shall be communicated to you. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.