

# RED ROBIN ROYALTY™ REWARDS TERMS AND CONDITIONS

The Red Robin Royalty™ Rewards program (the "Program") is a loyalty rewards program offered by Red Robin International, Inc. ("Red Robin," "we" or "us") to Eligible Participants (defined below) to recognize and reward our fiercely loyal Red Robin® and Red Robin Burger Works restaurant guests. The Program allows Eligible Participants who have registered for the Program to collect rewards, credits, and other benefits of being a Program member ("Royalty"), including, but not limited to, free menu items (excluding alcoholic drinks) (collectively, "Rewards"). We offer the Program at participating Red Robin® and Red Robin Burger Works restaurants in the United States and Canada.

By participating in this Program, you are signifying that: (i) you have read, accept and agree to be legally bound by these terms and conditions (the "Rules") and (ii) you agree that Red Robin and its subsidiaries and affiliates may send you Program-related e-mails with information about your participation in the Program. If you do not wish to receive e-mails you can unsubscribe at any time but this will also cancel your participation in the Program.

## ELIGIBILITY

The Program is open to individuals who: (a) are a legal resident of the United States or Canada, (b) are over the legal age of majority in their state, province or territory of residence at the time they register for the Program, (c) have a postal address that the United States Postal Service or Canada Post recognizes, (d) have an active e-mail address, and (e) have an active telephone number (land line or mobile). For greater certainty, only individuals may register for the Program. No corporations, partnerships, limited liability companies, trusts, or other legal entities (with the exception of individuals) may register for the Program. Any individual who is eligible to participate in this Program in accordance with these criteria (as determined by Red Robin in its sole and absolute discretion) will hereinafter be referred to as "Eligible Participant(s)", "you", "your".

Each Eligible Participant is subject to verification at any time. Red Robin reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Red Robin, including, without limitation, government issued photo identification) to participate in this Program. Failure of an Eligible Participant to provide such proof to the satisfaction of Red Robin in a timely manner may result in disqualification from the Program.

**If you do not meet the eligibility criteria of this Program you may not participate in the Program. Red Robin reserves the right to immediately and without notice cancel all, rewards, credits, and other benefits of being a Red Robin Program member (collectively, "Rewards") and delete the account of any ineligible person found participating in the Program.**

## ENROLLING/REGISTERING

To register for the Program, an Eligible Participant (i) may go to [www.redrobin.com/redrobinroyalty](http://www.redrobin.com/redrobinroyalty) (the "Website") and register; (ii) may text the word JOIN, a space and your email to 98666; (iii) if available, register through the tabletop device at participating restaurant locations; or (iv) pick up a Red Robin Royalty™ Card ("Program Card") at a participating Red Robin or Red Robin Burger Works restaurants. You must visit the Website to register your Program Card or your telephone number, if you use the "card-less" option and follow the prompts to complete and submit your registration (the "Registration"). All required information must be completed including, first and last name, month and year of birth, address, telephone number and certain demographic information or you can register using your Facebook or Twitter account. Upon completing your Registration in accordance with these Rules and instructions on the Website, you will be given an account on the Website ("Account"). You must complete the Registration before you can earn or redeem any Rewards. Please be patient: It may take our computer system up to 24 hours following Registration to recognize that you have a Reward that you may redeem.

The Registration process is simple:

1. Go to [www.redrobin.com/redrobinroyalty](http://www.redrobin.com/redrobinroyalty) and click the "Register Now" button.
2. Enter the e-mail address that you want to use for your Program login, or click on the links provided and register using your Facebook or Twitter account.
3. You will receive a confirmation e-mail to the e-mail address you specified. Click on the link in the confirmation e-mail, which will launch the Red Robin Royalty site in a new browser or tab.
4. Enter your chosen password in the "Set Password" and "Confirm Password" fields and click Submit.
5. You will be asked to select your "Home" Red Robin or Red Robin Burger Works restaurant. If your browser settings allow it, the 5 Red Robin and/or Red Robin Burger Works restaurants closest to your current location will automatically be shown. Alternatively, you can enter an address, city, state/province or zip/postal code in the search box to retrieve a list of restaurants closest to the location you entered.
6. If you've picked up a Program Card, enter and re-enter your Program Card number, or select the "card-less" option. If you wish to register with a Program Card, but you have not picked up your Program Card, you may come back to this site and enter your Program Card number when you have a Program Card.
7. Enter your first and last name.
8. Enter your month and year of birth (you must be at least the age of majority in your home jurisdiction to join the Program).
9. Enter your postal address, telephone number and telephone type (mobile or landline).
10. Click the box to indicate that you "agree" to these Rules and tell us what information you'd like to receive from us by opting in or out of the methods offered to you.
11. For US Residents only, please indicate your Military Status.
12. Verify your phone number by either replying to the text/SMS message we send you or, if you entered a landline, by confirming the automated call you receive. That's it!

We will use your contact information to keep in touch with you in the ways you select when you register in the Program. If your contact information changes, or if you wish to change your contact information or the method by which we send you messages (e.g., start having us send messages to your mobile phone number), please log onto [www.redrobin.com/redrobinroyalty](http://www.redrobin.com/redrobinroyalty) and update your contact information or preferences. Your enrollment information will be made available to you in your Account. Please log into your Account if you wish to receive a copy.

There is a limit of one Registration per Eligible Participant permitted. If it is discovered that any Eligible Participant (or, an individual purporting to be an Eligible Participant) has attempted to: (i) obtain more than one Registration; and/or (ii) use or attempt to use multiple names, identities and/or more than one e-mail address to complete a Registration, then, in the sole and absolute discretion of Red Robin, you may be disqualified from participating in the Program and we may cancel your Account, de-activate all of the Red Robin Program Cards you have registered, and cancel all Accounts you have created. Further, Red Robin may refuse to allow you to re-register in the Program.

An Eligible Participant's Registration will be blocked from registering in the Program, or we may cancel your Account, if, in the sole and absolute discretion of Red Robin, any information you provide us is not truthful, accurate and complete. Use, or any attempted use, of multiple names, identities, e-mail addresses and/or any automated, macro, script, robotic or other systems(s) or program(s) to register for or otherwise participate in or disrupt this Program is strictly prohibited and is grounds for disqualification. Red Robin is not responsible for late, lost, misdirected, delayed, incomplete or incompatible Registrations (all of which are void). Red Robin reserves the right, in our sole and absolute discretion, to refuse issuance or revoke an Account to any individual that does not follow the required registration procedures as set out in these Rules, or for any other reason or no reason.

We do not anticipate having to limit the number of people that we will allow to register for the Program, but we reserve the right to do so.

We do not charge you a fee to register in the Program or to remain a member of the Program.

The Program is in no way sponsored, endorsed, or administered by Facebook or Twitter. You understand that you are providing your information to Red Robin and not to Facebook or Twitter.

## **KEEPING IN TOUCH WITH YOU**

As a part of the Program, Red Robin will call you with or send to you informational and marketing messages to the contact information that you provide as part of your Registration, such as messages informing you of improvements we make to the Program, new Rewards you may earn, Rewards you have earned that may be ready to expire, new menu items you may want to try, and events happening in Red Robin or Red Robin Burger Works restaurants. You must "opt-in" to receive these messages by clicking on the appropriate box or boxes in the "Fill Out Your Info" section of the Registration process.

### **Contacting You on Your Mobile Telephone Number**

If you wish to receive text/SMS messages from Red Robin to the mobile telephone number that you provide when you register you must opt-in.

**IMPORTANT NOTE:** By opting in to receive text/SMS messages you are also opting in to receive autodialed and prerecorded informational and telemarketing calls. Red Robin will not send you autodialed and prerecorded informational and telemarketing calls at this time. We reserve the right to do so in the future if you opt-in to receive those messages.

You are not required to opt-in to allowing Red Robin to send you telemarketing calls and text/SMS messages to your mobile telephone number to become or remain Royalty. By providing us your mobile telephone number and opting-in to such calls and text/SMS messages, you represent that you are the owner of the mobile telephone associated with that mobile telephone number and that you are responsible for controlling access to that mobile telephone. You agree to notify Red Robin of any change to your mobile telephone number. If you opt-in to receive autodialed and prerecorded calls or text/SMS messages from Red Robin and then change your mobile telephone number, you agree that Red Robin may continue to send text/SMS messages, or autodialed and prerecorded calls to you at the new mobile telephone number unless you opt-out as described below. Depending on the terms of your service agreement with your mobile telecommunications service provider (“TSP”), voice, message, and data charges may apply to the text/SMS messages and autodialed and prerecorded calls that Red Robin sends to your mobile telephone number.

### **How to Opt-out of and Stop Text/SMS Messages**

1. If you wish to opt-out of and stop receiving text/SMS messages from Red Robin, reply to our text/SMS message with “STOP”.
2. You may also log in to your Account and opt-out.
3. If you opt-in to receive text/SMS messages from Red Robin and later opt-out of receiving text/SMS messages from us, you agree that Red Robin may send a text/SMS message to your mobile telephone number to confirm that you have opted-out of receiving text/SMS messages from us.
4. You can also reply to our text/SMS message with “HELP” to obtain additional information about these Rules.

### **Contacting You by E-mail and Postal Mail**

As a condition of registering for the Red Robin Royalty Program, you must opt-in to receiving marketing and informational e-mail and postal mail messages to the e-mail address and postal address associated with your Account. You must “opt-in” to receive these messages by clicking on the appropriate box or boxes in the “Fill Out Your Info” section of the Registration process.

If at any time you no longer wish to receive such informational and marketing e-mail and postal mail messages you may click on the “unsubscribe” link contained in the informational and marketing e-mail messages that you have received from us or you can cancel your Account as described below in the How and When Membership May End section of the Rules. Please note that if you unsubscribe from such informational and marketing e-mail messages or you cancel your

Account, Red Robin will de-activate your Account and you will forfeit all Rewards that you may have earned.

## **PRIVACY**

We will use the information you provide us when you register for the Program and when you update your information in the manner described herein, in the FAQs and in our [Privacy Policy](#). You may read our Privacy Policy by clicking on the [Privacy Policy](#) button where it appears on this Website. If we revise our Privacy Policy, then these Rules will automatically refer to that revised Privacy Policy once we publish it on our Web site.

You will need your e-mail address and Red Robin Royalty Program password to access your Account, or, if you registered with your Facebook or Twitter account, you can log in to your Account through your Facebook account or Twitter account. You are responsible for keeping the information you use to access your Account (i.e., the password for your Account, Facebook account, or Twitter account) private and secure. If someone besides you learns your Account password or learns your Facebook or Twitter account information, and uses your password or Facebook account or Twitter account to access your Account, then you will be responsible for any actions that person takes as to your Account.

## **THE BENEFITS OF BEING ROYALTY**

Being Royalty (a member of the Program) makes you eligible to receive Rewards just for being Royalty or having a birthday. Royalty may also earn credits toward Rewards by purchasing qualifying food items and non-alcoholic beverages at participating Red Robin or Red Robin Burger Works restaurants. To receive credit for purchasing qualifying food items and non-alcoholic beverages, give your server your Program Card or the telephone number associated with your Account when you pay for your meal. Your server will enter your Program Card or the telephone number associated with your Account in our Program system, and our Program system will apply the credits to which you are entitled to your Account. The credits you receive may depend on the specific menu items you purchase, the amount you spend (excluding sales tax and tips), where you live, how long you have been Royalty, and, for certain Rewards, other factors that we will announce when we announce that the Reward is available to Royalty. You can track the Rewards you have already earned and that you may earn by logging into your Account on the Website and entering your e-mail address and Account password, or by logging into your Account with your Facebook account ID or Twitter account ID.

A Reward may be:

- A free menu item we give you after you purchase the number of menu items we specify
- Free food or non-alcoholic drinks
- Other things that entitle you to discounts, credits, or specific menu items

If the credits you have in your Account don't qualify for a particular Reward, we will apply such credits towards one or more other Rewards that you can claim with the number of credits you have in your Account.

Rewards and credits towards Rewards will be automatically tracked and allocated to each Royalty's Account by Red Robin in accordance with our official records. Rewards have no cash value and are not exchangeable for cash. Rewards have no value outside of this Program. Rewards cannot be assigned, exchanged, sold, traded, bartered, purchased, given by gift or otherwise transferred. Any Rewards so acquired are void. The accumulation of Rewards does not entitle the Member to any vested rights, and Red Robin does not guarantee in any way the continued availability of any Reward.

All Rewards are subject to verification at any time for any reason. Red Robin reserves the right, in our sole and absolute discretion, to invalidate any Rewards we deem to have been awarded in error, or as the result of any fraudulent or dishonest activity, or any activity not in keeping with the letter and/or spirit of these Rules, as interpreted by us in our sole and absolute discretion. Any Rewards that cannot be verified to the satisfaction of Red Robin are subject to disqualification.

The Red Robin Parties will not be liable for the failure of any Rewards to be captured or recorded for any reason, including, but not limited to, (i) any failure of the Website; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; and/or (iii) any combination of the above.

If your Account is closed (regardless of the reason for Account closure), Red Robin will de-activate your Program Card and you will forfeit all Rewards that you may have earned. Upon the death or personal bankruptcy of Royalty, the Royalty's Account will be closed and any Rewards in the Account will be forfeited. Rewards are not divisible in the case of divorce.

A full explanation of the benefits of being Royalty is available at [www.redrobin.com/redrobinroyalty](http://www.redrobin.com/redrobinroyalty).

## **RED ROBIN ROYALTY™ REWARDS**

To receive credit for your qualifying purchase and to redeem a Reward you have earned, present your Program Card or the telephone number associated with your Account to your server with your payment. Your server will enter your Program Card information or the telephone number associated with your Account in the Program System, the fact that you visited the restaurant, and the items you purchased. Your Account will be automatically adjusted to show any credits you received and any Rewards you redeemed.

You may redeem only one earned Reward per visit to a Red Robin or Red Robin Burger Works restaurant, and you may redeem only two earned Rewards per day. If you have earned more than one Reward, just present your Program Card or your telephone number associated with your Account to your server with your form of payment, and our Program system will apply the highest ranked Reward that you have earned to your bill (See Reward Redemption Order for Reward

rankings). The Rewards you do not redeem will remain in your Account until you use them or until they expire, whichever occurs first. All Rewards are subject to availability at the time of redemption request. We may make certain Rewards available only while quantities and supplies last.

If you visit a Red Robin® or Red Robin Burger Works restaurant with other Royalty and such other Royalty have qualifying purchases, then ask your server to give each Royalty a separate check and apply to the credits for each Royalty's purchases to that particular Royalty's Account.

If you forget to provide your server your Program Card and/or the telephone number associated with your Account when you pay for your meal, not all is lost: you can still receive credits for your qualifying purchases by scanning and submitting your receipt at [www.redrobin.com/guest\\_support](http://www.redrobin.com/guest_support) and selecting "Add Credit to Account". You may use this process to add credits to your account for 30 days following your restaurant visit. You will not receive credits for qualifying purchases that you purchase prior to Registration.

All costs, fees and expenses incurred by a Royalty in redeeming a Reward and using the Reward are the full and sole responsibility of the Royalty. Each Royalty is fully and solely responsible for any and all income and local, state, provincial and deferral taxes on the Reward they receive.

### **Reward Redemption Order (Rank)**

- 5 Visits in 5 Weeks, \$20 Reward on 6<sup>th</sup> visit
- Birthday Burger - The Birthday Burger Reward includes any of our more than 24 fire-grilled gourmet burgers but does not include extra patties, extra cheese, styles or Red Robin's Finest Burgers
- Every 10<sup>th</sup> Item Free

### **5 Visits in 5 Weeks**

If you visit a Red Robin or Red Robin Burger Works restaurant 5 separate times during the first 5 weeks immediately after you activate your Account, and purchase a qualifying menu item during each visit and you have presented your Program Card or your telephone number associated with your Account to your server with your form of payment, you will receive a \$20 Reward that you may redeem on your 6th visit to a Red Robin or Red Robin Burger Works restaurant. To qualify for this "5-in-5" \$20 Reward, you must purchase a regular priced burger, entrée, full-sized salad or sandwich (each a "qualifying purchase" or "qualifying menu item") during each of your 5 visits. Kid's Meals, dinner/side salads, appetizers, soups, desserts, beverages, free or reduced priced items and gift cards purchased on their own do not count as a qualifying purchase or qualifying menu item. Once you earn this "5-in-5" \$20 Reward, you will have 60 days in which to use it before it expires. You must use the entire \$20 value of the "5-in-5" Reward during a single visit. If you do not use the entire \$20 value during that single visit, then you will lose the remainder of the \$20 value, and you will not be able to use that remainder at any other time.

### **Birthday Burger**

During the month in which your birthday occurs (your “**Birthday Month**”), we will place a Reward for one free gourmet burger (your Birthday Burger!) on your Account. During your Birthday Month, you may redeem your Birthday Burger Reward at any time (but only one time) for any of Red Robin’s fire-grilled Gourmet Burgers. The Birthday Burger Reward includes any of our more than 24 fire-grilled gourmet burgers but does not include extra patties, extra cheese, styles or Red Robin’s Finest Burgers. Your Birthday Burger Reward will expire when your birthday month ends. Note that there is only one Birthday Burger Reward per Account. In order for each Eligible Participant who lives in a household with two or more Eligible Participants to receive a free Birthday Burger, each Eligible Participant must register for an Account using both an e-mail address and a telephone number

### **Every 10<sup>th</sup> Item Free**

Every time you: (i) visit a Red Robin or Red Robin Burger Works restaurant; (ii) purchase a qualifying menu item or make a qualifying purchase; and (iii) present your Program Card or your telephone number associated with your Account to your server with your form of payment, you will receive one credit on your Account towards an earned Reward. For example, if you purchase 2 burgers and 1 entrée during a visit, and you present your Program Card or your telephone number associated with your Account to your server, you will receive 3 credits towards your “10th Item Free” Reward. By accumulating 9 credits in your Account, you will earn a “10th Item Free” Reward, which you may redeem for a qualifying menu item that is priced at or below the lowest priced item you ordered to accumulate your 9 credits. The “10th Item Free” Reward will be valid for 60 days after you make your 9th qualifying purchase. Once you redeem a “10th Item Free” Reward, your Account will start over at zero credits and you may start accumulating credits towards another “10th Item Free” Reward. You can log in to your Account on the Website to view the credits you have accumulated.

### **Surprise & Delight Rewards**

Occasionally, we may send you an e-mail notifying you that we have made a Surprise & Delight Reward available just for you. Surprise & Delight Rewards will be limited time offers that you may redeem only during the time stated in the e-mail message we send you. We will try to tailor Surprise & Delight Rewards to fit your menu favorites and other interests, so we may not offer you the same Surprise & Delight Rewards that we offer other Royalty. We also tailor these rewards to you by examining your purchase history.

### **Teen/Kids Club Reward**

Royalty may register their children in our Teen/Kids club by logging into the Eligible Participant’s Account and clicking on the Teen/Kids Club link. Following the child’s registration, on an annual basis, seven days before your child(s)’ birthday, we will send a coupon to the e-mail address associated with your Account for one free Birthday Burger. The Birthday Burger Reward includes any of our more than 24 fire-grilled gourmet burgers but does not include extra patties, extra cheese, styles or Red Robin’s Finest Burgers. The offer is valid for 14 days from the date on the coupon. The Birthday Burger Reward coupon must be redeemed by you on behalf of your child.



# CHANGES TO THE ROYALTY PROGRAM OR REWARDS

To the extent permitted by applicable law, we have the right at any time, with or without giving you prior notice and without incurring any liability or obligation, to do any one or more of the following:

- end the Program and/or any specific Reward;
- change any Reward or other Program benefit we offer;
- change the requirements for earning a particular Reward;
- change the time you have in which to earn and/or redeem a particular Reward; and
- change any other feature of the Program.

If we decide to end the Program or a specific Reward, we will attempt, but are not obligated, to provide you 90-days' prior notice either by e-mailing you at the e-mail address associated with your Account or by posting a notice on the Website. However, our failure to notify you that we are ending the Program or that we are ending a specific Reward will not give you any right to require us to continue the Program or the specific Reward after the date we end the Program or the specific Reward. Neither will our failure to notify you obligate us to compensate you for any Rewards or credits that you do not use before we end the Program or the specific Reward. If we end the Program, Rewards and credits you have earned but not used will expire on the end date, and you may not redeem any Rewards or use any credits after the end date.

To the extent permitted by applicable law, when you register for the Program, you waive your rights under any law that may require us to obtain judicial permission to change these Rules or to end the Program.

## HOW AND WHEN MEMBERSHIP MAY END

You may cancel your Account at any time by:

- Clicking on the “unsubscribe” link in any Red Robin Program e-mail message
- Sending your request to [Guest Support](#)
- Sending an e-mail to [guestrelations@redrobin.com](mailto:guestrelations@redrobin.com)
- Sending a facsimile to 866-445-1419
- Sending a letter to “Red Robin Royalty Program”, Red Robin International, Inc., 6312 S. Fiddler’s Green Circle, Suite 200N, Greenwood Village, CO USA 80111

As soon as you cancel your Account, Red Robin will de-activate your Account and you will forfeit all Rewards that you may have earned.

We may cancel your Account if we determine that you are or become ineligible for the Program or that you have violated these Rules. We may cancel some or all of your earned Rewards and credits if we determine that you received the Rewards or credits due to an error, through fraud or deception, or in any manner not consistent with these Rules.

## **LIMITATION OF LIABILITY**

In this Limitation of Liability section of the Rules, Red Robin International, Inc. and its parent company, subsidiaries, affiliates and its and their respective directors, officers, shareholders, employees, agents and franchisees and the respective parent companies, subsidiaries, directors, officers, employees, and agents of such franchisees are referred to as the “Red Robin Parties.” By registering for and participating in the Program, you agree that, to the fullest extent permitted by law, none of the Red Robin Parties shall be liable to you for: (1) any claim, loss, injury, damage, delay, accident, cost or expense, including legal fees, arising out of or related to the Program, Rewards, these Rules or the Website; (2) any incidental, indirect, special, punitive, exemplary or consequential damages, arising out of or related to the Program, Rewards, these Rules or the Website, (3) any failure, delay or decision by the Red Robin Parties in administering the Program; (4) any use of your Program Card by a party that you did not authorize to use your Program Card; (5) any representation, claim, offer or statement we make about the Program; and (6) your use and acceptance of any Rewards you receive through the Program. You further agree that in no event will the Red Robin Parties be liable to you for more than USD\$50 in the aggregate on account of all wrongful acts or omissions by the Red Robin Parties arising out of or relating to the Program, Rewards, these Rules or the Website.

## **NO GUARANTEE**

Red Robin does not represent or warrant the accuracy or completeness of the information posted on the Website regarding the Program or otherwise, or that the Website will be available to you 100% of the time.

## **WHICH LAW CONTROLS**

The law of the state of Colorado, without regard to its conflict of laws rules, will govern your registration and participation in the Program and our performance of our obligations under the Program. You and we agree to bring any action against the other party that arises out of the Program only in the state and federal courts of appropriate jurisdiction located in the state of Colorado.

If applicable law prohibits us from offering the Program to you, then you may not register for the Program. If applicable law prohibits us from offering you a feature of the Program, then we may either not offer you that feature of the Program or cancel your Account.

## **CHANGES TO THE RULES**

We may change these Rules from time to time as we deem appropriate, with or without providing you prior notice of the change and without incurring any liability or obligation. If we change the Rules, then the revised Rules will be substituted for these Rules on the date the revised Rules go into effect. If the revised Rules require you to accumulate more credits to earn a Reward than the prior Rules, or the revised Rules provide that a Reward will expire sooner than the Reward would

have expired under the prior Rules, then the revised Rules govern. We will post the changes to these Rules and will indicate at the bottom of this page the date these Rules were last revised. A Royalty's continued access to and/or use of the Program after any such changes constitutes his/her acceptance of, and agreement to be legally bound by, these Rules as revised. It is each Royalty's sole responsibility to regularly check the Website to determine if there have been any changes to these Rules and to review such changes. We suggest that each Royalty print a copy of these Rules for his/her records.

## **ENTIRE AGREEMENT**

These Rules and other documents incorporated by reference into these Rules, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the parties in connection with the subject matter of these Rules and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the parties in connection with the subject matter of these Rules except as specifically set forth in these Terms and any agreements or documents incorporated by reference into these Terms.

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