

**Last Updated: October 15, 2025**

## **I. PROGRAM AND MEMBERSHIP**

1. **Program.** The Buona Rewards Program (“Rewards Program”) is a United States loyalty program offered at the sole discretion of Buona Beef LLC (“Buona”). The laws of the state of Illinois apply to the Rewards Program and these terms and conditions (“Terms and Conditions”) without regard to any conflict of law rules that may require the application of the laws of another jurisdiction. Participation in the Rewards Program is void if prohibited by law in the jurisdiction in which the prospective participant resides.
2. **Free Membership.** No purchase is necessary to obtain membership in the Rewards Program, but you must establish an account at <https://buona.com> or via the Buona mobile application (the “App”). Please see our Buona Privacy Policy (the “Privacy Policy”) to understand how the information you provide us will be used – [Privacy](#).
3. **Eligibility.** To be eligible for the Rewards Program you must create an account as outlined in these Terms and Conditions. You may create an account if you are at least thirteen (13) years of age, have internet access, and have a valid email address. If you are between the ages of 13 and 18, you must have your parent’s permission to register for an account. If you choose to create an account, you are responsible for maintaining the confidentiality of your account, username, and password and for restricting access to your account. You are responsible for keeping such information current, complete, accurate and truthful. You agree to accept responsibility for all activities that occur under your account, username and/or password. You agree to provide only current, complete, accurate and truthful information. If you are accessing and using the site on someone else’s behalf, you represent that you have the authority to bind that person as the principal to all Terms and Conditions provided herein, and to the extent you do not have such authority you agree to be bound to these Terms and Conditions and to accept liability for harm caused by any wrongful use of the site or content resulting from such access or use. You may only have one member account per natural person. Persons who are discovered to have more than one account forfeit their points and will be unsubscribed from the Rewards Program. This Rewards Program is intended for individual, personal use only; commercial use or participation by corporations, partnerships, limited liability companies or other corporate entities is prohibited.
4. **How To Enroll in the Rewards Program.** (a) Create an account: Visit <http://buona.com/rewards> or download the Buona mobile application and become a

registered user. You will be asked for your first and last name, your email address, and a password. Once you have submitted the requisite information, you will be sent an email to the address you listed confirming your membership; and (b) Add your mailing information. Once you have created your account, you will be asked to add a mailing address for billing and for shipping. Once you have added your mailing address, you are automatically enrolled in the Buona Rewards Program and are a member (“Member”).

5. How to Access/Change Your Member Information. You must keep your personal information on your account up-to-date. To do so, click on the “My Account” section and access your account by entering your registered email address and current password. From your dashboard you can access your account information; review your current and past orders; change your profile; manage your subscriptions and applications and access your previous purchases.
6. How to Cancel Your Membership. You may cancel your account at any time. To cancel your account, please send an email to [mybuona@buona.com](mailto:mybuona@buona.com) and write “cancel membership” in the subject line. The email must come from the account currently listed on our servers as being associated with your registered account. If you no longer have access to that email address, please email our customer service department and we will verify your status and cancel your account. Upon cancellation, you are no longer a Member and any unused points accrued in your account will be forfeited and cannot be redeemed. Points maintain their value only on valid accounts in good standing, and except as otherwise provided here for redemption, have no cash value outside of their redemption value on the site or in the App.

## **II. GENERAL**

1. By registering with Buona and joining the Rewards Program, you agree to be bound by these Terms and Conditions, as well as any additional or modified terms as may be adopted by Buona in the future and made applicable to this Rewards Program. Buona reserves the right to cancel, modify, suspend or restrict the Rewards Program, your account, the redemption of points, or any aspect of the Rewards Program, including, without limitation, the point conversion ratio and the point expiration policy at any time. Changes may be made by Buona without advanced notice. All modifications to the Rewards Program will be updated and made available on the [buona.com](http://buona.com) website within seven (7) days following their effective date. Buona may make these changes even though such changes may affect your ability to use points already accumulated. You are responsible for remaining knowledgeable about the Rewards Program Terms

and Conditions. The points balance of a Member of the Rewards Program, as reflected in Buona' records, shall be deemed correct. Buona reserves the right to determine the amount of points in any Member's account based on Buona's internal records related to such Member's account. In the event of an inconsistency between the amount accrued in a Member's account as stated on any Member's receipt or in the App and Buona's internal records, Buona's internal records will control. Buona assumes no responsibility for errors caused by incorrect Member information. Your right to transfer points earned or granted under the Rewards Program is strictly limited. The sale of points is prohibited and may result in the confiscation or cancellation of your points as well as suspension or termination of your membership, which in each case shall be final and conclusive. All transactions involving points and all Member accounts are subject to review and verification by Buona. The points balance in a Member's account may be unavailable for use when an account or transaction is under review. Buona may revoke any Member's membership in the Rewards Program at any time if such Member engages in abuse of the Rewards Program or fails to follow the terms and conditions of the Rewards Program. Fraud or abuse relating to the accrual of points or redemption of rewards may result in revocation of membership in the Rewards Program and may affect a Member's eligibility for participation in any other Buona program, present or future. Points are non-transferable and cannot be redeemed for cash. The interpretation and application of the Rewards Program's Terms and Conditions are at the sole discretion and determination of Buona.

2. The Terms and Conditions of the Rewards Program are subject to change at Buona' sole discretion at any time and without notice to customers. Upon Member's at-will termination of their Buona registered account, or if a customer is terminated for violation of these Rewards Program Terms and Conditions or other activities in violation of the intent and good faith intended use of the Rewards Program, all points will immediately be forfeited and will no longer be redeemable. Buona will make reasonable efforts to award points as outlined in the Rewards Program to registered users and qualifying Buona customers but is not responsible for any technical or unforeseen errors that may occur.
3. Points are nontransferable, nonredeemable for cash, are nonrefundable and are not valid except for at participating store locations, buona.com or in the App.
4. Employees of Buona, and their immediate family members, are not eligible to participate in the Rewards Program.

### **Messaging Terms & Conditions**

You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g. cart reminders) from Buona including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive automated marketing text messages is not a condition of any purchase. Message and data rates may apply.

Message frequency will vary. Buona reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. Buona also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported and Buona's messages may not be deliverable in all areas. Buona, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

## **Cancellation**

Text the keyword STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our short code you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that Buona and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Buona through any other programs you have joined until you separately unsubscribe from those programs.

## **Help**

Text the keyword HELP to our short code to return customer care contact information.

### **Customer Care**

If you are experiencing any problems, please visit <https://support.attentivemobile.com/help/> and submit the form with details about your problem or your request for support, or email [support@attentivemobile.com](mailto:support@attentivemobile.com).

### **Contact**

This message program is a service of Buona located at 7075 Veterans Blvd., Burr Ridge, IL 60527.

### **Dispute Resolution**

1. General. In the interest of resolving disputes between a Member and Buona in the most expedient and cost effective manner, Member and Buona agree that any dispute arising out of or in any way related to these messaging terms and conditions ("Messaging Terms") or your receipt of text messages from Buona or its service providers will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Messaging Terms, or your receipt of text messages from Buona or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND BUONA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.
2. Exceptions. Notwithstanding subsection (a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Buona to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.
3. Arbitrator. Any arbitration between you and Buona will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA

Rules”) of the American Arbitration Association (“AAA”), as modified by these Messaging Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Buona. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

4. Notice; Process. If you or Buona intends to seek arbitration, then the party seeking arbitration must first send a written notice of the dispute to the other party by U.S. Mail (“Notice”). The Buona address for Notice is: 7075 Veterans Blvd., Burr Ridge, IL 60527, Attn: Marketing Dept. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). You and Buona will make good faith efforts to resolve the claim directly, but if you and Buona do not reach an agreement to do so within 30 days after the Notice is received, you or Buona may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Buona must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
5. Fees. If you commence arbitration in accordance with these Messaging Terms, Buona will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. If the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse The Buona Companies LLC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. You and The Buona Companies LLC agree that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or

expenses at any time during the proceeding and upon request from you or The Buona Companies LLC made within 14 days of the arbitrator's ruling on the merits.

6. No Class Actions. YOU AND BUONA LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and The Buona Companies LLC agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
7. Modifications to this Arbitration Provision. Notwithstanding anything to the contrary in these Messaging Terms, if The Buona Companies LLC makes any future change to this arbitration provision, other than a change to The Buona Companies LLC address for Notice, you may reject the change by sending us written notice within 30 days of the change to The Buona Companies LLC address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and The Buona Companies LLC.
8. Enforceability. If an arbitrator decides that applicable law precludes enforcement of any of the limitations of subsection (f) above (addressing class, representative and consolidated proceedings) as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in court. If any other provision of these Messaging Terms is found to be unenforceable, the applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.

365 days after the date that the points were accumulated. "Rolling" concept.