



## Privacy Policy

Effective as of September 19, 2016

[Download and/or print this Privacy Policy](#)

Tijuana Flats values the privacy and security of all visitors to our website and protecting the privacy and security of visitors' personal information is important to us. Please carefully read this Privacy Policy so that you understand what we do with the Personal Information (defined below) we collect on the website, mobile apps and other online services on which it is posted ("**Service**"). By visiting or otherwise using the Service, you agree to the Service's [Terms of Use](#) and consent to our collection, use, and disclosure practices and other activities as described in this Privacy Policy, and any additional privacy notices that may be posted on an applicable part of the Service. If you do not agree and consent, please discontinue use of the Service, and uninstall Service downloads and applications.

### Information Collected

Information we, our Service Providers and/or Third-Party Services may collect may include: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, phone number, address, and full payment account number ("**Personal Information**"); and (2) non-Personal information, such as (to the extent permitted by applicable law) your gender, age, interests, and recent and upcoming purchases ("**non-Personal Information**"). We, our Service Providers, and/or Third-Party Services may also automatically collect certain information about you when you access or use the Service ("**Usage Information**"). Usage Information may include IP address, device identifier, browser type, operating system, information about your use of the Service, and data regarding network connected hardware (e.g., computer or mobile device). Except to the extent required by applicable law, we do not consider Usage Information (including, without limitation, device identifiers) to be Personal Information. In addition, Personal Information once "**de-identified**" (i.e., the removal of personal identifiers from data to make it no longer personally identifiable) is also non-Personal Information and may be used and shared without obligation to you, except as prohibited by applicable law.

Log information is data about your use of the Service, such as IP address, browser type, internet service provider, referring/exit pages, operating system, date/time stamps, and related data, and may be stored in log files. **Cookies, web beacons** (also known as "tracking pixels"), **embedded scripts, location-identifying technologies, fingerprinting, device recognition technologies, in-app tracking methods** and other tracking technologies now and hereafter developed ("**Tracking Technologies**") may be used to collect information about interactions with the Service or e-mails, including information about your browsing and purchasing behavior. Some information about your use of the Service and certain Third-Party Services may be collected using Tracking Technologies across time and services, and used by us and third

parties for purposes such as to associate different devices you use, and deliver relevant ads and/or other content to you on the Service and certain Third-Party Services. See Your Choices regarding certain choices regarding these activities.

## Use and Sharing of Personal Information

We will not sell, rent or give your Personal Information that we collect on the Service for unaffiliated third parties' direct marketing purposes. We, however, may provide non-Personal Information to third parties and we may disclose your Personal Information (i) when required by law, when we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, court order or legal process, or to comply with legally mandated reporting or disclosure requirements; (ii) with your consent; and (iii) as permitted by applicable law not inconsistent with this Privacy Policy or any privacy statements we make at the point of collection. Without limitation, and as examples, our use includes:

- The information you submit will be used or disseminated within Tijuana Flats for statistical purposes, for service troubleshooting and for developing, manufacturing and marketing products and services incorporating such information.
- In addition, your Personal Information and other data may be used by us to:
  - allow you to participate in the features we offer on the Service;
  - facilitate, manage, personalize, and improve your online experience;
  - process your registration and/or upload your User Generated Content (“**UGC**”). For more information on how UGC is treated, see our Service's [Terms of Use](#);
  - transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising, and send you notices;
  - to allow us to send marketing and for our and our affiliates' marketing and other business purposes;
  - improve the Service and for any other internal business purposes;
  - tailor our content, advertisements, and offers;
  - fulfill other purposes disclosed at the time you provide Personal Information or otherwise where we are legally permitted purpose or are required to do so;
  - determine your location for purposes such as helping you find a local Tijuana Flats location and to send you locally relevant offers and coupons; and
  - Prevent and address fraud, breach of policies or terms, and threats or harm.

Without limitation, and as examples, our sharing of your information (including potentially Personal Information) includes:

- To our agents, vendors, consultants, and other service providers (collectively “**Service Providers**”) who may receive, or be given access to your information, including, without limitation, Personal Information, non-Personal Information, and Usage Information, in

connection with their work on our behalf, provided however, we do not authorize our Service Providers to use Tijuana-Flats-Collected Personal Information provided by us to the Service Providers to send you direct marketing messages other than related to us and our affiliates absent your consent. For more information on choices Service Providers may offer you, see Your Choices

- To comply with the law, law enforcement or other legal process, and in response to a government request;
- If we believe your actions are inconsistent with our terms of use, user agreements, applicable terms or policies, or to protect the rights, property, life, health, security and safety of Tijuana Flats, the Service or its users, or any third party; and,
- We may share your Tijuana-Flats-Collected Personal Information (as well as your other Personal Information and your non-Personal Information), in connection with or during negotiations of any proposed or actual merger, purchase, sale, joint venture, or any other type of acquisition or business combination of all or any portion of our assets, or transfer of all or a portion of our business to another company (“**Corporate Transactions**”).

Also, beware that when you choose to share information with others, including when you post UGC on the Service, it is not private and may be seen and shared by others.

### Third Parties

The Service may include hyperlinks to, or include on or in connection with, the Service (e.g., apps and plug-ins), websites, locations, platforms, applications or services operated by third parties (“**Third-Party Service(s)**”). Some of these Third-Party Services may be licensees or service providers that operate services that interact with our Service, and may include our brand name on them. However, they not us are responsible for their services and their data practices. These Third-Party Services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about you and may solicit Personal Information from you. You should consult these Third-Party Services’ privacy policies and terms of use before using them. We are not responsible for any Third-Party Service, including, without limitation, [Facebook](#), [Twitter](#), [ExactHire](#), [VC Delivery](#), [eQuantum](#) and [Orders 24-7](#), which we use to process food orders.

Certain functionalities on the Service permit interactions that you initiate between the Service and certain Third-Party Services, such as third-party social networks (“**Social Features**”). Examples of Social Features include: enabling you to send content such as contacts and photos between the Service and a Third-Party Service; “liking” or “sharing” our content; logging in to the Service using your Third-Party Service account (e.g., using Facebook Connect to sign-in to the Service); and to otherwise connect the Service to a Third-Party Service (e.g., to pull or push information to or from the Service). If you use Social Features, and potentially other Third Party Services, information you post or provide access to may be publicly displayed on the Service or by the Third-Party Service that you use. Similarly, if you post information on a Third-Party Service that references the Service (e.g., by using a hashtag associated with us in a tweet or status update), your post may be used on or in connection with the Service or otherwise by us.

Also, both we and the third party may have access to certain information about you and your use of the Service and any Third-Party Service.

We may engage and work with Service Providers and other third parties to serve advertisements on the Service and/or on Third-Party Services. Some of these ads may be tailored to your interest based on your browsing of the Service and elsewhere on the internet, sometimes referred to as “interest-based advertising” and “online behavioral advertising” (“**Interest-based Advertising**”), which may include sending you an ad on a Third-Party Service after you have left the Service (i.e., “retargeting”).

We may use Service Providers for analytics services such as, without limitation, Google Analytics. These analytics services may use cookies and other Tracking Technologies to help us analyze Service users and how they use the Service. Information generated by these services (e.g., your IP address and other Usage Information) may be transmitted to and stored by these Service Providers on servers in the U.S. (or elsewhere) and these Service Providers may use this information for purposes such as evaluating your use of the Service, compiling statistic reports on the Service’s activity, and providing other services relating to Service activity and other internet usage.

Except to the extent we combine Personal Information from Service Providers, Third-Party Services, or other third parties with Personal Information we have ourselves collect via the Service, in which case we will treat the combined information as our collected Personal Information under this Privacy Policy, data obtained by us from a third party, even in association with the Service, is not subject to our limitations under this Privacy Policy, however such data remains subject to any restrictions imposed on us by the third party, if any. Otherwise, the information collected, stored, and shared by third parties remains subject to their privacy policies and practices, including whether they continue to share information with us, the types of information shared, and your choices on what is visible to others on Third-Party Services.

We are not responsible for and makes no representations regarding the policies or business practices of any third parties, including, without limitation, analytics Service Providers and Third-Party Services associated with the Service, and we encourage you to familiarize yourself with and consult their privacy policies and terms of use. See Your Choices for more on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and analytics.

### **Children’s Privacy**

The Service is intended for a general audience and not directed to children less than 13 years of age. We do not intend to collect personal information as defined by the U.S. Children’s Privacy Protection Act (“**COPPA**”) (“**Children’s Personal Information**”) in a manner that is not permitted by COPPA. If you are a parent or guardian and believe we have collected Children’s Personal Information in a manner not permitted by COPPA, please [contact us](#) and we will remove such data to the extent required by COPPA.

## Your Choices

- **Tracking Technologies Generally.**

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options so you may need to set them separately. Also, tools from commercial browsers may not be effective with regard to Flash cookies (also known as locally shared objects), HTML5 cookies, or other Tracking Technologies. For information on disabling Flash cookies, go to Adobe's [guidance on disabling third-party local shared objects](#). Please be aware that if you disable or remove these technologies, some parts of the Service may not work and that when you revisit the Service your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

App-related Tracking Technologies in connection with non-browser usage (e.g., most functionality of a mobile app) can only be disabled by uninstalling the app. To uninstall an app, follow the instructions from your operating system or device manufacturer.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no consensus among industry participants as to what “Do Not Track” means in this context. Like many online services, we currently does not alter our practices when we receives a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” you can visit the [Future of Privacy Forum](#), but we are not responsible for the completeness or accuracy of this third party information. Some third parties, however, may offer you choices regarding their Tracking Technologies. We are not responsible for the completeness or accuracy of third party choice notices or choice mechanisms. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section.

- **Analytics and Advertising Tracking Technologies.**

You may exercise choices regarding the use of cookies from Google Analytics by downloading the [Google Analytics Opt-out Browser Add-on](#).

You may choose whether to receive some Interest-based Advertising by submitting opt-outs. Some of the advertisers and Service Providers that perform advertising-related services for us and our partners may participate in the Digital Advertising Alliance’s (“**DAA**”) Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, visit the [Digital Advertising Alliance Consumer Choice Page](#), and [Digital Advertising Alliance App Choices page](#) for information on the DAA’s opt-out program for mobile apps. Some of these companies may also be members of the Network Advertising Initiative (“**NAI**”). To learn more about the NAI and your opt-out options for their members, see [Network Advertising Initiative Consumer Opt-Out page](#). Please be aware that, even if you are able to opt out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based Advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you

subsequently erase your cookies, use of a different device or web browsers or use a non-browser-based method of access (e.g., mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective. We support the ad industry's [2009 Self-regulatory Principles for Online Behavioral Advertising](#). We are not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs.

- **Mobile Apps.**

With respect to our mobile apps ("apps"), you can stop all collection of data generated by use of the app by uninstalling the app. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain location-based services, by adjusting the permissions in your mobile device. See also the prior section regarding the DAA's mobile Interest-based Advertising choices.

- **Communications.**

You can opt out of receiving certain promotional communications (emails or text messaging) from us at any time by (i) for promotional e-mails, following the instructions provided in emails to click on the unsubscribe link, or if available by changing your communication preferences by logging onto your account; and (ii) for text messages, following the instructions provided in text messages from us to text the word, "STOP". Please note that your opt-out is limited to the e-mail address or phone number used and will not affect subsequent subscriptions. If you opt-out of only certain communications, other subscription communications may continue. Even if you opt-out of receiving promotional communications, we may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or our ongoing business relations.

- **Account Profiles.**

You can update and delete your Service account profile. We will make good faith efforts to update those records, but it may take time to fully do so. Further, we may retain prior account information as permitted by applicable law for business record keeping purposes. You may have accounts with Third-Party Services that interact with our Service, including those that are licensees and service providers to us. Those accounts need to be separately modified or terminated and changes to one account will not necessarily affect other accounts.

## **Changes to This Privacy Policy**

We reserve the right to revise and reissue this Privacy Policy at any time. Any changes will be prospectively effective immediately upon posting of the revised Privacy Policy and your continued use of the Service indicates your consent to the Privacy Policy then posted for that visit. If you do not agree, discontinue use of the Service and uninstall Service downloads and applications.

## **Contact Us**

If you have any questions about this Privacy Policy, please [contact us through our website](#) or at [social@tijuanaflats.com](mailto:social@tijuanaflats.com)

## Terms and Definitions

- Cookies

A cookie is a small text file that is stored on a user's device, which may be session ID cookies or tracking cookies. Session cookies make it easier for you to navigate the Service and expire when you close your browser. Tracking cookies remain longer and help in understanding how you use the Service, and enhance your user experience. Cookies may remain on your device for an extended period of time. If you use your browser's method of blocking or removing cookies, some but not all types of cookies may be deleted and/or blocked and as a result some features and functionalities of the Service may not work. A Flash cookie (or locally shared object) is a data file which may be placed on a device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your device. HTML5 cookies can be programmed through HTML5 local storage. Flash cookies and HTML 5 cookies are locally stored on your device other than in the browser and browser settings won't control them. To identify certain types of local shared objects on your device and adjust your settings, please visit: [Adobe Flash Player help page](#). The Service may associate some or all of these types of cookies with your devices.

- Web Beacons ("Tracking Pixels")

Web beacons are small graphic images, also known as "internet tags" or "clear gifs," embedded in web pages and e-mail messages. Web beacons may be used, without limitation, to count the number of visitors to the Service, to monitor how users navigate the Service, and to count content views.

- Embedded Scripts

An embedded script is programming code designed to collect information about your interactions with the Service. It is temporarily downloaded onto your computer from our web server, or from a third party with which we work, and is active only while you are connected to the Service, and deleted or deactivated thereafter.

- Location-identifying Technologies

GPS (global positioning systems) software, geo-filtering and other location-aware technologies locate (sometimes precisely) you for purposes such as verifying your location and delivering or restricting content based on your location.

- Fingerprinting

Collection and analysis of information from your device, such as, without limitation, your operating system, plug-ins, system fonts, and other data, for purposes of identification and/or tracking.

- Device Recognition Technologies

Technologies, including application of statistical probability to data sets, as well as linking a common unique identifier to different device use (e.g., Facebook ID), which

attempt to recognize or make assumptions about users and devices (e.g., that a user of multiple devices is the same user or household).

- In-App Tracking Methods

There are a variety of Tracking Technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifier, or other identifiers such as “Ad IDs” to associate app user activity to a particular app and to track user activity across apps and/or devices.