



Little Caesars

[Locations](#) [Our Menu](#) [Franchising](#) [About Us](#) [Contact Us](#) [International](#)

Terms of Use

TERMS OF SERVICE

Effective Date: December 19, 2016

Prior version dated February 3, 2012 available [here](#) .

Download or print [here](#) .

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

Introduction and Overview

Welcome! You have arrived at www.littlecaesars.com, www.littlecaesar.ca, <http://franchise.littlecaesars.com>, <http://talkto.littlecaesars.com> and/or are otherwise interacting with our Service (defined below), which is owned or operated by Little Caesar Enterprises, Inc., Little Caesar of Canada ULC, and/or related and affiliated entities (collectively, “LCE” or “we,” “our” or “us”). These Terms of Service (“General Terms”), along with the applicable country addendum, applicable to that country’s residents (Click for: [Canada Addendum](#) or [Mexico Addendum](#)) (each, an “Addendum,” collectively “Addenda,” and together with the General Terms, “Terms”) govern your use of any online service location (e.g., website or mobile app) that posts a link to these Terms (“Site”), except when we refer only to our mobile apps (in which case an “App”), and also applies to all features, widgets, plug-ins, applications, content, downloads and other services that we own and control and make available through a Site, and/or that post or link to these Terms (collectively, the “Service”), regardless of how you access or use it, whether via computer, mobile device or otherwise. These Terms do not apply to sites or services of third parties that may interact with our Service or that operate LCE branded sites under license and contract that we may link to such as www.littlecaesarsstuff.com and www.littlecaesarslistens.com. When applicable, to the extent there is a conflict between the General Terms and an Addendum, the Addendum will control.

By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#). By using the Service, and subject to applicable law, you further agree that LCE may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Service.

You should read these entire Terms; but here is a partial list of some of the terms. Capitalized terms have the meanings given to them where defined in these Terms.

- Each time you use the Service, these Terms, and any applicable Additional Terms (defined below), then posted apply (subject to [Section 16](#), so you should check back each time you return for any updates).
- Click [here](#) for a summary of each section of these Terms. You may click on the topic heading or the “More” button for full details.
- You may only use the Content (defined below) on the Service in connection with your permitted activities on the Service and not in an offline environment or in connection with another site or service. ([Section 1](#) and [Section 3](#)) You grant us a broad license to any User-Generated Content (defined below). ([Section 2](#))
- Except as set forth in the Privacy Policy that applies to the Service, you and we do not have a confidential, fiduciary, or any other special relationship by virtue of your use of the Service or your communications to us through or related to the Service. ([Section 2](#))
- You consent to our [Privacy Policy](#) and our practices detailed in it.
- Subject to applicable law, many types of disputes that may arise in connection with your access to and use of the Service may be subject to mandatory arbitration – which includes your waiver of a right to a jury trial and to class action relief. ([Section 12](#))
- We are providing the Service to you on an “as-is” basis, without any warranty of any kind, and our liability to you in connection with your use of the Service is very limited. Many other limitations and disclaimers relate to your use of the Service. ([Section 13](#) and [Section 14](#))

If You Want to Use the Service, then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and do not limit the full Terms. If you are under the age of majority, you may use the Service only with involvement of a parent or guardian who agrees to these Terms and to be responsible for your use.

Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with the Terms and any Additional

Terms (defined below) then posted (subject to [Section 16](#)). Therefore, **do not use the Service if you do not agree**. The business realities associated with operating the Service are such that, without the conditions that are set forth in these Terms – such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes – we would not make the Service available to you.

In some instances, both these Terms and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Service’s [Privacy Policy](#), which you accept by using the Service.

Linkable Terms

It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. You can click on the headings and “More” buttons to be taken to the full explanation. Any capitalized terms that appear, but are not defined in the introduction, have the meanings given to them elsewhere in the Terms.

1. [Service Content, Ownership, Limited License, and Rights of Others](#)

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. [More](#)

2. [Content You Submit and Community Usage Rules](#)

You grant us a broad license, which we may sub-license, to the content you submit, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to community usage rules and we have the right to manage our Service to keep its content appropriate. [More](#)

3. [Service and Content Use Restrictions](#)

Your use of our Service is subject to various restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part. [More](#)

4. [Accounts; Profiles](#)

You may have the opportunity to open, revise and close your Accounts subject to certain rules. [More](#)

5. [Procedure For Alleging Copyright Infringement](#)

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions specifically addressed in this section. [More](#)

6. [Procedure For Alleging Infringement of Other Intellectual Property](#)

You can also give notice of trademark and other infringements that you think occur on the Service. [More](#)

7. [Notices, Questions and Customer Service](#)

Click **here** to contact us for customer service or questions. You agree we may provide you notices, including of new terms and conditions, by posting notice on the homepage or by other reasonable means, such as to the e-mail you provided. [More](#)

8. [Offers; Pricing; Typographical Errors; In-Service Orders and Purchases](#)

Terms may change and errors may occur. Transactions may be subject also to third party terms and our Additional Terms. [More](#)

9. [Links By You to the Service](#)

You may link to our Service, subject to some basic rules. [More](#)

10. [Third-Party Services; Dealings With Third Parties](#)

We are not responsible for third parties or their content, advertisement(s), apps or sites. For instance, we may make third-party content or services (e.g., Facebook and Twitter plug-ins) available to you on or via our Service, which we also do not control. Use caution when dealing with third parties. [More](#)

11. [Wireless Access, Location-Based Features and Device Access and Settings](#)

Wireless carrier charges may apply to use of the Service via wireless networks or Devices. Our Services may include location-based features that use geo-location tools to identify where you are, and subject to applicable law we may access your Device and change its settings to optimize the Services. Some features can be controlled by settings and the App may be uninstalled. [More](#)

12. [Dispute Resolution](#)

Subject to applicable law, you agree to arbitrate most disputes and waive jury trial and class actions. [More](#)

13. [Disclaimer of Representations and Warranties](#)

As permitted by applicable law, we disclaim most warranties and provide the Service "As Is." [More](#)

14. [Limitations of Our Liability](#)

As permitted by applicable law, our liability is greatly limited. [More](#)

15. [Waiver of Injunctive or Other Equitable Relief](#)

You waive equitable or injunctive relief. [More](#)

16. [Updates to Terms](#)

These Terms and Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof. [More](#)

17. [General Provisions](#)

You agree to various other terms and conditions, which you should read here, including regarding (a) our control and discretion; (b) the law that governs these Terms; (c) your indemnity of us; (d) accessing the Service from outside of the United States, Canada or Mexico; (e) restriction on the Service for those countries subject to U.S. export controls; (f) enforcement and interpretation of these Terms; (g) electronic communications and contracts; (h) investigations, cooperation with law enforcement, termination and survival; (i) limit on assignment and delegation of rights and obligations; (j) how waivers may be made; (k) to the extent applicable, CA consumer rights; and (l) your responsibility for your connectivity and access. [More](#)

Full Details of Terms of Service

1. Service Content, Ownership, Limited License, and Rights of Others

A. Content. Service contains a variety of: (i) materials and other items relating to LCE and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of LCE (collectively, "Trademarks"); and (iii) other forms of intellectual property (all of the foregoing, collectively "Content").

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by LCE and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of LCE or our licensors or certain other third parties, and is protected by U.S., Canadian, Mexican, and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. LCE owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, LCE grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license (i) to download (temporary storage only of web site and a single Device download and storage of the mobile app), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "Device") for your personal, non-commercial use only, and (ii) to use certain Content that we may from time to time make available on the Service explicitly for you for use as part of your User-Generated Content ("LCE Licensed Elements"), but only for such purposes as may be explicitly stated at the time that the LCE Licensed Elements are made available on the Service; but we and our licensors and certain other third parties, as the case may be, retain ownership of such LCE Licensed Elements. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in LCE's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content and/or LCE Licensed Elements, subject to certain Additional Terms.

D. Rights of Others. In using the Service, you must respect the intellectual property and other rights of LCE and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential

criminal liability. LCE respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see [Section 5](#) and [Section 6](#) below.

[Return to Terms summary and navigation](#)

2. Content You Submit and Community Usage Rules

A. User-Generated Content.

(i) General.LCE may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, “**submit**”) messages, avatars, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding any content and/or LCE Licensed Elements included therein, “**User-Generated Content**”). LCE may allow you to do this through forums, blogs, message boards, social networking environments, content creation tools, game play, social communities, contact us tools, e-mail, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

(ii) Non-Confidentiality of Your User-Generated Content.Except as otherwise described in the Service's posted Privacy Policy or any Additional Terms, you agree that (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) LCE does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon LCE's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk.

In your communications with LCE, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, LCE retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. LCE's receipt of your Unsolicited Ideas and Materials is not an admission by LCE of their novelty, priority, or originality, and it does not impair LCE's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) License to LCE of Your User-Generated Content.Except as otherwise described in any applicable Additional Terms (such as a contest official rules), which specifically govern the submission of your User-Generated Content, you hereby grant to LCE, and you agree to grant to LCE, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sub license (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to LCE to your User-Generated Content, you also hereby grant to LCE, and agree to grant to LCE, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, or remuneration for any of the rights granted in this [Section 2\(A\)\(iii\)](#).

(iv) Exclusive Right to Manage Our Service.LCE may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and LCE may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth below in the Rules (defined in [Section 2\(B\)](#)). Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display. Click [here](#) for more information.

(v) Representations and Warranties Related to Your User-Generated Content. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content, (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant LCE the rights to it that you are granting by these Terms and any Additional Terms, all without any LCE obligation to obtain consent of any third party and without creating any obligation or liability of LCE; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to LCE's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

(vi) Enforcement. LCE has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at LCE's cost and expense, and to the extent permitted under applicable law, you hereby consent and irrevocably appoint LCE as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Service, these Community Usage Rules (" **Rules**") are here to help you understand the conduct that is expected of members of the Service's online communities (" **Communities**").

(i) Nature of Rules. Your participation in the Communities is subject to all of the Terms, including these Rules:

- **Your User-Generated Content.** All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears or is referred to in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to LCE. (For example, if someone has taken a picture of you and your friend, and you submit that photo to LCE as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.)
- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family .** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Communities are public or semi-public and User-Generated Content that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, e-mail address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.
- **Don't Share Other Peoples' Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, e-mail address, social security or social insurance number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by LCE and with the consent of that other person.
- **Don't Damage the Service or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit User-Generated Content that LCE reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Service.

(ii) Your Interactions With Other Users; Disputes. You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

C. Alerting Us of Violations. If you discover any content that violates these Terms, then you may report it to us [here](#). For alleged infringements of intellectual property rights, see [Section 5](#) and [Section 6](#), below.

[Return to Terms summary and navigation](#)

3. [Service and Content Use Restrictions](#)

A. Service Use Restrictions. You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products), provided that this is not intended to limit the use of our Service by our franchisees for express purposes the Service is made available to them; (ii) use any metatags or any other “hidden text” utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to LCE; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, LCE, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including e-mail addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) you will not make any modifications to such Content (other than to the extent of your permitted use of the LCE Licensed Elements, if applicable); (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of LCE or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Service and Content. LCE may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in LCE’s sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Content and Service. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by LCE and its licensors and other third parties. **Any unauthorized use of any Content or the Service for any purpose is prohibited.**

[Return to Terms summary and navigation](#)

4. [Accounts; Profiles](#)

A. Accounts. In order to access or use some of the features on the Service, or parts of it (e.g., to order a pizza) you must first register an account. The Service’s practices governing any resulting collection use, disclosure and management of your personal information are disclosed in its [Privacy Policy](#). If you are under the age of thirteen (13), then you are not permitted to register as a user, or otherwise use the Service or submit personal information to us.

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or email address) that (1) is already in use, (2) may impersonate another person, (3) belongs to another person, (4) violates the intellectual property or other right of any person or entity, or (5) is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, continuously and promptly update such information to ensure that it is at all times, accurate, current, and complete; (iii) You are solely responsible for all activities (including purchases and redemptions) that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your account, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security (See [Section 7](#)); and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

B. Profiles. You may be provided the opportunity to create a user profile ("Profile") on our Service, or parts of it. Profiles are treated as User-Generated Content, may be publically available to other users, and are not allowed to include any form of prohibited User-Generated Content, as outlined in [Section 2.A](#) above and in our [Rules](#). Without limiting the foregoing, Profiles may not be used to offer anything for sale or conduct commercial activities, including, but not limited to, transactions, advertising, fundraising, contests or other promotions absent our prior written consent. We may offer you the ability to set preferences relating to your Profile, or Service activities, (e.g., choices about what is displayed to whom) but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' Profile material.

Profiles may only be set up by an authorized representative of the individual that is the subject of the Profile. We do not review Profiles to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profiles on the Service. If there is any dispute as to whether a Profile has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile, then we will have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to accounts, Profiles, or any portion thereof, at any time without notice.

[Return to Terms summary and navigation](#)

5. [Procedure For Alleging U.S. Copyright Infringement](#)

A. DMCA Notice. LCE will respond appropriately to notices of alleged U.S. copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a U.S. copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) U.S. copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: "DMCA Copyright Infringement Notice";

(ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);

(iv) your full name, address, telephone number, and e-mail address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

LCE will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses below:

By Mail: Attn: Legal/Marketing, 2211 Woodward Ave, Detroit, MI 48201

By E-Mail: [Click here](#)

By Fax: 313-471-6171

It is often difficult to determine if your copyright has been infringed. LCE may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and LCE may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting LCE's other rights, LCE may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by LCE.

B. Counter-Notification. If access on the Service to a work that you submitted to LCE is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Service from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Eastern District of Michigan), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

[Return to Terms summary and navigation](#)

6. Procedure For Alleging Infringement of Other Intellectual Property

A. Infringement Notice. If you own intellectual property other than a U.S. copyright and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to the addresses set forth above that includes all of the following:

a) a legend or subject line that says: "Intellectual Property Infringement Notice";

b) a description of the intellectual property that you claim has been infringed;

c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);

d) your full name, address, telephone number, and e-mail address;

e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;

f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and

g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to LCE with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

B. Counter-Notification. If access on the Service to a work that you submitted to LCE is disabled or the work is removed as a result of an infringement notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a counter notification to the addresses above. Your counter notification should contain the following information:

(i) a legend or subject line that says: "Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Service from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

(v) for persons who are not a resident of Quebec, a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Eastern District of Michigan), and that you will accept service of process from the person who provided notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that if you knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a counter notification, then we may replace the material that we removed (or stop disabling access to it). You should also be aware that we may forward the counter notification to the party who sent us the infringement notice.

[Return to Terms summary and navigation](#)

7. [Notices, Questions, Complaints and Customer Service](#)

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) to the extent permitted under applicable law, we may contact you by mail or e-mail sent to the address provided by you. All legal notices to us must be sent to: Little Caesar Enterprises, Inc. (Attn: Legal Notices), 2211 Woodward Ave, Detroit, MI 48201

If you have a question or complaint regarding using the Service, you may contact LCE Customer Support by sending an e-mail [here](#) or by mail sent to: Little Caesar Enterprises, Inc. (Attn: Customer Support), 2211 Woodward Ave., Detroit, MI 48201. You acknowledge that the provision of customer support is at LCE's sole discretion and that we have no obligation to provide you with customer support of any kind. We may provide you with customer support from time to time, at our sole discretion, and may pass your inquiries to our franchisee and/or corporate stores to respond to you.

[Return to Terms summary and navigation](#)

8. [Offers; Pricing; Typographical Errors; In-Service Orders and Purchases](#)

We do our best to describe every offer made on this Service as accurately as possible. However, we are human, and therefore we do not warrant that offer terms and conditions, product specifications, pricing, or other content on the Service is complete, accurate, reliable, current, or error-free. We reserve the right to change, add to or withdraw offers and coupons upon notice on the Service. In the event of any errors relating to the pricing or specifications of our offers and coupons, LCE may refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will reissue credit to your account. If a product you purchased from us is not as described, to the extent permitted by local laws, your sole remedy is to return it to cancel the purchase and receive a credit for the purchase price. Offers made off of the Service by our franchisees (which are independently owned and operated) do not apply to us or other stores not operated by that franchisee. Additional Terms may apply. Not all offers and services (e.g., delivery and drive-thru) will be available in all areas or stores and available quantities may be limited.

Some portions of the Service offer in-Service ordering and/or purchase options (e.g., ordering or purchasing a pizza through the Service) (collectively, "**Online Ordering**"). You may only use Online Ordering if you are at least the age of majority where you reside. Online Ordering may be subject to Additional Terms, which will be presented to you before the purchase transaction is made. Where Online Ordering is used merely to order, and payment and pickup at one of our or our franchisees' stores is required, the actual offer and acceptance will occur when you arrive at the store and complete the transaction. However, if Online Ordering is used to purchase product on the Service ("**Online Purchase**"), the transaction is completed when we accept and process your order, even if you do not timely pick-up the product at the applicable store location. It is your responsibility to timely pick up such orders. Upon completing your Online Purchase, you will receive an order confirmation on your screen and an emailed confirmation, delivered to the email you provide us. If you complete an Online Purchase on an App, you may also receive an in-App notification (if you have not disabled this function on your Device) confirming your order. Each order confirmation will include an order number along with other information regarding your purchase, such as products and/or services ordered and amount paid.

Without limiting the generality of any other section of these Terms, LCE reserves the right to limit or refuse any order you place with us. Further, we reserve the right to verify the validity of all orders and/or cancel any order if we find evidence of fraud and/or any other violation of these Terms. All orders are subject to verification by LCE at any time and for any reason. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to LCE): (i) for the purposes of verifying the legitimacy of any order and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an order in accordance with our interpretation of these Terms. We may, in our sole and absolute discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same account, the same

credit card, and/or orders that use the same billing and/or shipping address. In the event that we are unable to or choose not to complete an order, you will be notified accordingly and the amount for that order charged to you will be reduced accordingly.

In using Online Ordering, with respect to franchisees' stores, you acknowledge and agree that LCE (a) is only facilitating your transaction with the franchisee store that you have selected to provide you with the products and/or services you have ordered; (b) does not provide you with any products and/or services; (c) does not store any payment information and only facilitates online payments for the benefit of the franchisee store from which you have ordered products and/or services; and (d) does not make any representations or warranties with respect to any products and/or services provided to you by the franchisee store. You further acknowledge and agree that by using Online Ordering to order products and/or services from a franchisee store, you are entering into a contract for the purchased items with that store and not LCE, provided, however, you still agree to these Terms with respect to your use of the Service.

Any loyalty programs or stored value programs are subject to applicable Additional Terms. For any purchases made through a third party, such as Apple, Google, or Vantiv, their terms, conditions and policies, also apply and you agree to look solely to them regarding any disputes related thereto. See **Section 10**. Contact those providers directly for further information.

[Return to Terms summary and navigation](#)

9. [Links By You to the Service](#)

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with LCE or cause any other confusion, and (c) the links and the content on your website do not portray LCE or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to LCE. LCE reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

[Return to Terms summary and navigation](#)

10. [Third-Party Services; Advertisements; Dealings with Third Parties; Terms Applicable for Apple iOS](#)

A. Third-Party Content and Sites; Advertisements. Service may contain third party plug-ins and/or applications, and/or links to third-party platforms, websites or other services that are not owned, controlled or operated by LCE, and the Service may also include links to third-party ads on the Service or otherwise, and to or from third-party websites and other services (collectively, "Third-Party Services"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with LCE such as www.littlecaesarsstuff.com and www.littlecaesarlistens.com. LCE may have no control over the content, operations, policies, terms, or other elements of Third-Party Services, and LCE does not assume any obligation to review any Third-Party Services. LCE does not necessarily endorse, approve, or sponsor any Third-Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, LCE is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Services. Finally, LCE will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Services. LCE disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Services or advertisements or the provision of delivery services) are solely between you and the third party, even if LCE collects any fee on behalf of such third parties. This includes issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like. LCE disclaims all liability in connection therewith. If you have a complaint about any interaction, correspondence, transaction, or other dealing you had with any third parties found on or through the Service, you may contact LCE [here](#). LCE may, in its sole discretion, attempt to resolve the complaint, but LCE is under no obligation to resolve any issues between you and any third party.

C. Terms Applicable for Apple iOS. If you are accessing or using the Service through an Apple Device, Additional Terms and conditions located [here](#) apply and are incorporated into the Terms by this reference.

A. To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and LCE and, that Apple, Inc. ("Apple") is not a party to these Terms other than as third-party beneficiary as contemplated below.

B. license granted to you in [Section 1](#) of these Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.

C. You acknowledge that LCE, and not Apple, is responsible for providing the Service and Content thereof.

D. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.

E.To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.

F.Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and LCE, LCE, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

G.Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

H.You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

I.When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

J. Your use of real time route guidance on the Service is at your sole risk. Location data may not be accurate.

[Return to Terms summary and navigation](#)

11. [Wireless Access, Messages, Location-Based Features and Device Access and Settings](#)

A. Wireless Features. Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "**Wireless Features**").

B. Terms of Wireless Features. You agree that as to the Wireless Features for which you are registered for, or that you otherwise download, enable or use, to the extent permitted by applicable law, we may send communications via such features or apps to your wireless Device regarding us or other parties (e.g., chat, push notifications and in-Service messaging). Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify LCE of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. If the Service includes push notifications or other mobile communication capability, to the extent permitted by applicable law, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings, if available. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

C. E-mail Messages. You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions; if your unsubscribe request or opt-out is limited to certain types of emails, the unsubscribe request or opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to unsubscribe or opt-out from receiving our marketing communications.

D. Location-Based Features. If you have enabled GPS, geo-location or other location-based features on any mobile app(s) or feature(s), you acknowledge that your Device location may be tracked and may be shared with others consistent with the [Privacy Policy](#). Some mobile app(s) or feature(s) allow for you to disable location-based features or manage preferences related to them. However, you can terminate Device location tracking by us via an App by uninstalling the App. The location-based services offered in connection with our mobile app(s) or feature(s) are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based services could lead to death, personal injury, or severe physical or property damage. Location-based / geo-location services are used at your own risk and location data may not be accurate.

E. Device Access and Settings. By using the Service, you agree that LCE may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. For instance, our App may access and read accounts, data and/or content on your Device, add content to your Device, and change settings of your Device, for reasons such as showing you the closest Little Caesars to you; saving App images, sound files and writing usage logs to the Device; sending Facebook and Twitter messages you initiate; sending and receiving data needed for App operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing the App or otherwise using the Service. Your Device settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the App by uninstalling the App.

[Return to Terms summary and navigation](#)

12. [Dispute Resolution](#)

For Canadian residents, this Section 12 applies to the extent permitted by applicable Canadian law. Sections 12.A., 12.B., and 12.F. do not apply to individual residents of Ontario, Saskatchewan or Quebec.

For Mexican residents, this Section 12 applies to the extent permitted by applicable Mexican law.

Certain portions of this Section 12 are deemed to be a “written agreement to arbitrate” pursuant to the U.S. Federal Arbitration Act. You and LCE agree that we intend that this Section 12 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 12 can only be amended by mutual agreement. All matters arising under or related to this Section 12 shall be conducted exclusively in the English language.

A. First – Try To Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Service, the Content, your User-Generated Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of LCE’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 12.D, then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 12.A. Your notice to us must be sent to: Little Caesar Enterprises, Inc. (Attn: Legal Notices), 2211 Woodward Ave, Detroit, MI 48201. For a period of sixty (60) days from the date of receipt of notice from the other party, LCE and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or LCE to resolve the Dispute or Excluded Dispute on terms with respect to which you and LCE, in each of our sole discretion, are not comfortable.

B. Forums For Alternative Dispute Resolution

(i) Arbitration. If we cannot resolve a Dispute as set forth in Section 12.A within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 12.B. If we cannot resolve an Excluded Dispute as set forth in Section 12.A within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and LCE consent, in a writing signed by you and an Officer or legal representative of LCE, to have that Excluded Dispute subject to arbitration. In such a case, (and only in such a case), that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 12.B.

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years’ experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if LCE elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award. If you and LCE do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding paragraph of this Section 12.B(i), then this paragraph and the remainder of this Section 12.B will not apply to the Excluded Dispute.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of LCE consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 800.778.7879

<http://www.adr.org/>

JAMS: 949.224.1810

<http://www.jamsadr.com/>

(ii) Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor the terms of these Terms (and any Additional Terms) and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL

REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident, or nearest to your place of residence at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require LCE to pay a greater portion or all of such fees and costs in order for this Section 12 to be enforceable, then LCE will have the right to elect to pay the fees and costs and proceed to arbitration, or to decline to do so and have the matter resolved through the courts. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 12.A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. foregoing provisions of this Section 12 will not apply to any legal action taken by LCE to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User-Generated Content and/or LCE's intellectual property rights (including such LCE may claim that may be in dispute), LCE's operations, and/or LCE's products or services.

E. Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 12.G.

F. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 12.B(i) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 12.B to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 12.G.

G. Federal and State Courts in Detroit. For users of the Services who are not individuals resident in Quebec, except to the extent that arbitration is required in Section 12.B, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in Detroit, MI. Accordingly, you and LCE consent to the exclusive personal jurisdiction and venue of such courts for such matters.

[Return to Terms summary and navigation](#)

13. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by applicable law, Little Caesar Enterprises, Inc. and its subsidiaries and franchisees, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns (collectively, "LCE Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- a) Service (including the Content and the User-Generated Content);
- b) functions, features, or any other elements on, or made accessible through, the Service;
- c) security associated with the transmission of your User-Generated Content transmitted to LCE or via the Service;
- d) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- e) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- f) whether any defects to or errors on the Service will be repaired or corrected;
- g) whether your access to the Service will be uninterrupted;
- h) whether the Service will be available at any particular time or location; and
- i) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A LCE PARTY, LCE PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

NOTWITHSTANDING THE FORGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY LCE PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD OR PROVIDED BY LCE PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY LCE PARTIES TO THE EXTENT NOT WAIVABLE UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST LCE PARTIES THAT IS NOT WAIVABLE UNDER APPLICABLE LAW.

[Return to Terms summary and navigation](#)

14. [LIMITATIONS OF OUR LIABILITY](#)

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY LCE PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- a) Service (including the Content and the User-Generated Content);
- b) your use of or inability to use the Service, or the performance of the Service;
- c) any action taken in connection with an investigation by LCE Parties or law enforcement authorities regarding your access to or use of the Service;
- d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- e) any errors or omissions in the Service's technical operation; or
- f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if LCE Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LCE PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID LCE IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.

FOR PURPOSES OF CLARITY, THIS SECTION DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT TERMS THAT ARE PROVIDED TO YOU BY LCE PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD OR PROVIDED BY LCE PARTIES TO YOU OR LIABILITY FOR DIRECT DAMAGES FOR PERSONAL INJURY CAUSED BY A PHYSICAL PRODUCT SOLD OR PROVIDED BY LCE PARTIES TO YOU.

[Return to Terms summary and navigation](#)

15. [Waiver of Injunctive or Other Equitable Relief](#)

AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY LCE (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF LCE.

[Return to Terms summary and navigation](#)

16. [Updates to Terms.](#)

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, governs such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER

REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted terms of service and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement will continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the e-mail you given us (if applicable), both of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

[Return to Terms summary and navigation](#)

17. [General Provisions](#)

A. LCE's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants LCE a right of consent or approval, or permits LCE to exercise a right in its "sole discretion," LCE may exercise that right in its sole and absolute discretion. No LCE consent or approval may be deemed to have been granted by LCE without being in writing and signed by an officer of LCE.

B. Applicable Law. For users of the Services who are not individuals resident in Quebec, these Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of Michigan in the United States of America, without regard to its conflicts of law provisions.

C. Indemnity. You agree to, and you hereby, defend, indemnify, and hold LCE Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any LCE Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) LCE Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by LCE Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, LCE Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. LCE Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a LCE Party.

D. Operation of Service; Availability of Products and Services; International Issues. LCE controls and operates the Service from its U.S.-based offices in the U.S.A., and LCE makes no representation that the Service is appropriate or available for use beyond the U.S.A., Canada, or Mexico. These Terms are supplemented by the [Canada Addendum](#) and [Mexico Addendum](#) for residents of such countries. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

E. Export Controls. Software related to or made available by the Service may be subject to export controls of the U.S.A. No software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoed goods, software, technology or services (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any county, or to any person, entity, or end-user subject to U.S. export controls, including as set forth in subsections (i) – (iii) above.

F. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any Additional Terms, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and do not limit the full Terms.

G. Electronic Communications and Contracting. When you communicate with us electronically, such as via email, you consent to receive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically agree, consent or transact with us via the Service, that act will be deemed to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Service, other than to read the Terms and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you.

H. Investigations; Cooperation with Law Enforcement; Termination; Survival. You agree that LCE has the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) use and/or disclose any information obtained by LCE in connection with the foregoing or to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to LCE under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from LCE, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to LCE in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

I. Assignment. LCE may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of LCE.

J. No Waiver. No failure or delay by LCE in exercising any of its rights, powers or remedies will operate as a waiver of that or any other right, power or remedy, and no waiver or modification of these Terms or any Additional Terms will be effective as to LCE unless in writing and signed by LCE.

K. California Consumer Rights and Notices. California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our [Privacy Policy](#).

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 800.952.5210 or (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that such information be removed from the Service by contacting us at Little Caesar Enterprises, Inc. (Attn: Legal Notices), 2211 Woodward Ave, Detroit, MI 48201 making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

L. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service providers, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

[Return to Terms summary and navigation](#)

[Canada Addendum](#)

This Addendum applies to residents of Canada in addition to the LCE General Terms. All terms not defined herein shall have the meaning set forth in the General Terms.

Amendments to the General Terms.

Subject to applicable law, LCE reserves the right, in its sole and absolute discretion, to modify all or any portion of these Terms at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we do this, we will post the changes to these Terms at least thirty (30) days before the amendment comes into effect, and will indicate at the top of this page the date these Terms were last revised, and by sending you written notice using any contact information that may be available to us, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. If the amendment entails an increase in your obligations or a reduction in our obligations, you may refuse the amendment and rescind, or cancel your use of the Services without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice. To the fullest extent permitted by applicable law, your continued access to and/or use of any Services after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, the terms of these Terms, as revised.

Questions, Complaints and Customer Service

If you have a question or complaint regarding using the Service, you may contact LCE Customer Support by sending an e-mail [here](#), by calling us at 1-800-7-CAESAR or by mail sent to: Little Caesar Enterprises, Inc. (Attn: Customer Support), 2211 Woodward Ave., Detroit, MI 48201. You acknowledge that the provision of customer support is at LCE's sole discretion and that we have no obligation to provide you with customer support of any kind. We may provide you with customer support from time to time, at our sole discretion, and may pass your inquiries to our franchisee and/or corporate stores to respond to you.

Governing Law.

For users of the Services who are individuals resident in Quebec, these Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the province of Quebec, without regard to its conflicts of law provisions.

[Mexico Addendum](#)

The General Terms, as amended by this Addendum applies to residents and users within the territory of the United Mexican States (" **Mexico**"). All terms not specifically defined herein shall have the meaning set forth in the General Terms.

Accounts

If you are under the age of eighteen (18), then you are not permitted to register as a user, or otherwise use the Service or submit personal information to us.

Amendments to the General Terms.

Subject to applicable law, LCE reserves the right, in its sole and absolute discretion, to modify all or any portion of these Terms at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we do this, we will post the changes to these Terms at least thirty (30) days before the amendment comes into effect, and will indicate at the top of this page the date these Terms were last revised, and by sending you written notice using any contact information that may be available to us, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. If the amendment entails an increase in your obligations or a reduction in our obligations, you may refuse the amendment and rescind, or cancel your use of the Services without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after the amendment comes into force, at the address or email address indicated in the notice.

To the fullest extent permitted by applicable law, your continued access to and/or use of any Services after the date specified in such notice constitutes your full and express acceptance of, and agreement to be legally bound by, the terms of these Terms, as revised.

Language

The Terms are drafted in both Spanish and English and you have had the option to read the General Terms, as amended by this Addendum, in both languages. Furthermore, to the extent of any conflict between the terms and conditions of the English version and the Spanish version, the English version shall prevail for residents and users within Mexico.

Governing Law

Regarding these Terms and only except for the provisions of Mexican Intellectual Property Law (*Ley de la Propiedad Intelectual*), Copyright Law (*Ley Federal del Derecho de Autor*) and the relevant regulations thereto, in accordance to section 17.B hereto, Mexican residents expressly agree to be subject to the laws and jurisdiction of the competent courts of the State of Michigan in the United States of America, and thus waive any other jurisdiction that may correspond to them due to their present or future domiciles or otherwise.

[1] [Link to Section 17\(k\)](#).

[Locations](#) | [Our Menu](#) | [Own a Franchise](#) | [Gift Cards](#) | [Terms of Use](#) | [Privacy Policy](#) | [International](#) | [Site Map](#)

The Little Caesars® Pizza name, logos, and related marks are trademarks licensed to Little Caesar of Canada ULC.

MTN DEW, the Mtn Dew Logo, the Mtn Dew Landscape and MIST TWIST are registered trademarks of PepsiCo, Inc.

© 2003 - 2017 Little Caesar of Canada ULC. All rights reserved.

