



OUR PRIVACY POLICY

Last Updated on October 31, 2019. This Privacy Policy is effective October 31, 2019 for all users.

About this Policy

We have prepared this Privacy Policy in order to demonstrate our commitment to the privacy of those who visit our restaurants and our Website, www.dintaifungusa.com. Din Tai Fung respects the sensitive nature of any personal information you provide to us. This Privacy Policy applies to DTF Management and Consulting, LLC and all affiliated/co-owned businesses (cumulatively “DTF”) and governs data collection, usage, disclosure practices and the choices you have regarding how your personal information is collected and used by us and third parties who provide services for us.

Definition of Personal Data

“Personal Data” means any data that relates to an identifiable person who can be directly/indirectly identified from that data. In this case, it means personal data that you give to us via our Website. Personal Data is comprised of information that may be used to directly or indirectly to identify you, including your name, e-mail address, physical address, phone number or other information about you such as your birth date.

Most of the Personal Data we collect is contact information about you, including e-mail address, telephone numbers, physical address or other information you provide to us. You may provide such information online or through other communications with us, including visits to our restaurants. We may combine the Personal Data that we obtain about you from these sources.

How Do We Collect Personal Data From You?

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services available on the Website. These may include: (a) making a visit to our Restaurant; (b) making an enquiry; (c) signing up to marketing emails; (d) participating in polls on our Website; (e) entering a club, sweepstakes, or contest sponsored by us; (f) signing up for special offers; (g) sending us an email message; (h) participating in giveaways; (i) submitting your credit card or other payment information when ordering and purchasing on our Website or in the Restaurant. We will use your Personal Data communicating with you in relation to the orders you have made on our Website or over the phone. Personal data that is found to be inaccurate will be removed.

How Is Your Personal Data Used?

Din Tai Fung collects and uses your Personal Data to deliver the products and/or services you have requested. Our use of your Personal Data will always have a lawful basis, either because it is necessary to complete an order, because you have consented to our use of your personal data (e.g. by making an order on our Website or subscribing to the emails from us), or because it is in our legitimate interests.

Din Tai Fung may also use your personally identifiable information to inform you of other products or services available from Din Tai Fung and its affiliates, request additional feedback, or notify you of sweepstakes or contest results.

How and When Your Personal Data Is Shared With Other Parties?

We do not sell, distribute, lease, trade or license your Personal Data for marketing purposes. Any personal information we request from you will be safeguarded under current legislation. We do, however, work with a number of trusted partners who perform vital functions as part of our operations, including managing customer support services, purchasing gift cards, facilitating marketing communications by e-mail and post, and other functions. We do not share your Personal Data unless it is necessary to fulfill our responsibilities, including providing information or services to you.

Personal Data is shared with these third parties only to the extent necessary for us to process the transactions you initiate or perform other specific Services. Our partners are legally required to keep your Personal Data private and secure.

We may share your Personal Data with law enforcement or other government agencies as required by law or for the purposes of limiting fraud. We reserve the right to disclose your Personal Data when we believe that disclosure is necessary to protect our rights or to comply with a judicial proceeding, court order or legal process. We further reserve the right to disclose any of your Personal Data that we believe, in good faith, appropriate or necessary to take precautions against liability, to investigate and defend against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the Website or our Services, or to protect the rights, property or personal safety of us, our users, customers, or others.

We will not share your Personal Data if such sharing is prohibited by applicable privacy and data protection law, including, without limitation, the EU's General Data Protection Regulation ("GDPR") effective May 25, 2018.

Personal Data Retention

We retain the Personal Data we receive as described in this Privacy Policy for as long as you use our Website or as necessary to fulfill the purpose(s) for which it was collected, provide our services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with applicable laws.

Personal data that we process for any purpose shall not be kept for longer than is necessary for that purpose or those purposes.

In some cases, it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:

- a) whether the data is still necessary for the purpose it was collected
- b) whether the data is still accurate
- c) whether the data has been anonymized or pseudonymized
- d) whether the data is necessary to protect you or is necessary for a public interest
- e) whether your consent has been withdrawn or you have requested removal
- f) whether legitimate archival purposes for retention of the data is necessary

You may request what personal data of yours we have and/or request removal of your personal data by contacting:

Email: privacy@dintaifungusa.com

Phone: 1-888-966-9404

We will confirm that we will remove your personal data, or provide the legal basis for keeping your personal data, how long your personal data will be kept, whether it will be pseudonymized, and will provide any further information such as any necessary archival purposes for keeping your personal data.

Tracking User Behavior

We may analyse your Personal Data to create a profile of your interests and preferences so that we can contact you with information relevant to you. We may make use of additional information about you when it is available from external sources to help us do this effectively.

Use of "Cookies"

Like many other websites, we may use cookies. We may use them to help you personalise your online experience.

We may send one or more “cookies” to your computer. Cookies are text files placed on your hard disk by a web page server which allows the website to recognise you when you visit. Cookies only collect data about browsing actions and patterns, and do not identify you as an individual. We may use cookies when you sign in to keep track of your personal session. We may also use cookies to track your activity on the Websites as a unique person. For security purposes, all this information is stored in encrypted form.

You can set your web browser to inform you when cookies are set, or to prevent cookies from being set altogether. Please note, however, that if you decline to use cookies, you may experience reduced functionality and slower site response times.

We and our service providers may also collect web surfing data related to your use of the Website. Such information may include: your Internet Protocol (IP) address, internet service provider (ISP); your operating system; browser type, which of our web pages you access and how frequently you access them; referral or exit pages; click stream data; and the dates and times that you visit the Websites. This data may be collected using cookies, web beacons, page tags or similar tools. As with cookies, the web surfing information is anonymous, “click stream” transactional data that is not associated with any users as individuals.

Web surfing data and similar information may be aggregated for administrative purposes. We may, for example, use this aggregated information in the administration of the Website to improve their usability and to evaluate the success of marketing and advertising campaigns, search engine optimization strategies, operation and effectiveness of pages on our Website, and other marketing activities. We also use it to help optimize the Websites based on the needs of our users.

Notifications from Our Website/Opt-Out Rights

Account and Order Notifications

If you purchase gift cards from us or use our Services, we may send you confirmations of the purchase and updates as to the status of the purchase. Generally, you may not opt out of such emails.

Marketing Notifications

We may send you email notifications from time to time. Some notifications are marketing communications relating to us or our Services. You may always stop receiving marketing communications from us by following the “Unsubscribe” link provided on the bottom of an email or contacting us at privacy@dintaifungusa.com.

Legal/ Security Notifications

We also send out notices that are required for legal or security purposes. For example, certain notifications are sent for your own protection. In other cases, these notifications involve changes to various legal agreements or website policies. Generally, you may not opt out of such emails.

Other Communications

We may also send you responses to emails you send us, if appropriate. From time to time, we will also send user surveys, requests for user feedback regarding user experience and Website operations, or marketing offers from us or from us. Completing these surveys, answering requests for feedback, or accepting any offer is strictly voluntary. If you do not wish to receive these surveys, user feedback emails, and/or marketing offers, please opt out in any offer email you receive from us. If you have any questions regarding your opt-out rights, please contact us privacy@dintaifungusa.com.

Restaurant Groups

We may share your information (such as meal or seating preferences and special occasions) with other restaurants in the same restaurant group. This is to enhance the hospitality experience that we (the restaurant group) provide you when you dine with us (such as, trying to seat you by a window, if you previously expressed a preference for window seating) (“customised service”) and to improve our table and shift planning.

In addition to providing you with more customised service, we may, as permitted by applicable law, share your information with our restaurant affiliates to support operations, such as to perform analytics, tailor marketing to you, support a loyalty program that you have chosen to participate in, and improve services. For more information, please feel free to contact us at: privacy@dintaifungusa.com.

What Happens If Our Business Changes Hands?

We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of our business. Any personal data that you have provided will, where it is relevant to any part of our business that is being transferred, be transferred along with that part. The new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use that data only for the same purposes for which it was originally collected by us.

In the event that any of your data is to be transferred in such a manner, you will not be contacted in advance and informed of the changes.

Children Under 13

This Website is restricted to the use of adults over the age of majority in their place of residence. No portion of the Website is directed to children under the age of 13. Consequently, we do not knowingly collect personal identifying information from any person we know is a child under the age of 13. Din Tai Fung takes reasonable efforts to verify ages. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this Website.

Rights of EEA Residents

This section of the Privacy Policy is applicable to residents of the European Economic Area (“EEA”). The EEA consists of the member states of the European Union, i.e., Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom, and Iceland, Liechtenstein, and Norway. This section also applies to residents of Switzerland and, in the event of its departure from the EU, residents of the United Kingdom. Residents of the EEA and Switzerland are referred to here as “EEA Residents.”

From May 25, 2018, all processing of Personal Data of EEA Residents is performed by us in accordance with the General Data Protection Regulation (2016/679) of the European Parliament

and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of Personal Data and on the free movement of such data (“GDPR”).

Under the GDPR, we are both the controller and a co-processor of the Personal Data of EEA Residents. Our purpose for collecting and processing Personal Data from EEA Residents is to authenticate subscription to our mailing lists, to provide marketing information about our Restaurants and Services, to facilitate online ordering and delivery services, and to facilitate purchases of gift cards. The legal basis for collecting Personal Data is to fulfill these purposes, including contracts between us and those who purchase gift cards. We also rely on your consent to use our Services, including purchases and receiving communications regarding us and our Services.

We will not share the Personal Data that we obtain from you with third parties except as described above regarding Personal Data.

If you are a resident of the EEA or it is otherwise permitted by applicable law and you wish to access or correct, amend, or delete the Personal Data that we have about you where it is inaccurate or have any questions relating to the processing of your Personal Data, please contact us at privacy@dintaifungusa.com with the subject line “GDPR Data.” Please include your full name, the email address associated with your account, and a detailed description of your data request.

For information regarding your opt-out rights to communications from us, please see the above section regarding “Notifications and Communications from Our Website/Opt-Out Rights.”

International Data Transfers

If you are resident outside the United States, including in the EEA, we transfer Personal Data provided by you for processing in the United States. Under the GDPR, we are considered a “controller” and a “co-processor” of the Personal Data of EEA Residents. By providing Personal Data to us for the purpose of obtaining information about us and our Services, you consent to the processing of such data in the United States. The transfer of your Personal Data to the United States is necessary for the performance of a contract between you and us. Please note that you may always remove yourself from our mailing list by contacting us at privacy@dintaifungusa.com.

Please note that the United States does not have data protection laws equivalent to those in the EEA and other jurisdictions.

Links to Other Websites

Our Website may have certain website landing pages embedded and/or contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

Security Policy

We limit access to the Personal Data we have about you to the personnel who need access for the intended purpose of the data usage. Reasonable steps are taken to avoid unauthorized sharing of your personal information. However, no data transmission over the Internet can be guaranteed to be 100% secure. Therefore, while we strive to protect user information we cannot ensure or warrant the security of any information you transmit to us or from the Website. You engage in such transmissions at your risk.

When personal data is deleted, it is done as safely as possible with the goal of the data being irrecoverable.

Your California Privacy Rights

Under certain circumstances, California Civil Code Section 1798.83 states that, upon receipt of a request by a California customer, a business may be required to provide detailed information regarding how that business has shared that customer's Personal Data with third parties for direct marketing purposes. However, the foregoing does not apply to businesses like ours that do not disclose Personal Data to third parties for direct marketing purposes without prior approval or give customers a free mechanism to opt out of having their Personal Data disclosed to third parties for their direct marketing purposes. California users may request further information about their rights under this law and our policy by writing to us at privacy@dintaifungusa.com using the subject line "CA Request for Information," and requesting further information.

Your Rights and Obligations

We ask that you keep the Personal Data that you provide to us current and that you correct any information you have provided us by contacting us at privacy@dintaifungusa.com. You represent and warrant that all Personal Data you provide us is true and correct and relates to you and not to any other person.

If you use the Website, you are responsible for maintaining the confidentiality of your account and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur under your account.

You can designate an authorized agent to make a request under the CCPA on your behalf. If you want to designate an authorized agent, please provide the authorized agent written permission to do so and send a copy of the authorization to privacy@dintaifungusa.com. We have a right to verify your agent's identity directly.

Right to Non-Discrimination for the Exercise of Consumer's Privacy Rights

You have a right not to receive discriminatory treatment by the business for the exercise of the privacy rights conferred by the CCPA.

Policy Changes

We reserve the right to change this Privacy Policy at any time. In the event we make changes to this Privacy Policy, such policy will be re-posted in the “Privacy” section of our Website with the date such modifications were made indicated on the top of the page. All changes are effective on the date listed at the top of this page and will apply to all information that we have about you. Your continued use of the Website or the Services that we provide after any change is posted indicates your acceptance of the changes and your continued consent to our processing of your personal data. If at any point you do not agree to any portion of our Privacy Policy then in effect you should immediately stop using the Website or the Services.

If you have any questions concerning this Privacy Policy or our information collection, storage and disclosure practices, please contact us at privacy@dintaifungusa.com.

DISPUTES

Binding Arbitration and Class Action Waiver

You and DTF agree to arbitrate all disputes between you and DTF or its affiliates, except disputes relating to the enforcement of DTF or its affiliates’ intellectual property rights. “Dispute” includes any dispute, action or other controversy between you and us concerning Our Web Properties or these terms, whether in contract, tort, warranty, statute or regulation, or other legal or equitable basis. You and DTF empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute, and any claim that all or any part of these terms are void or voidable.

In the event of a dispute, you or DTF must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. You must send any notice of dispute to 400 E. Huntington Drive #401, Arcadia, CA 91006, We will send any notice of dispute to you at the contact information we have for you. You and DTF will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. You may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first. You must send any notice of dispute to: 400 E. Huntington Drive #401, Arcadia, CA 91006.

If you and DTF do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator mutually agreed upon by the parties. In the event that the parties cannot agree, each party shall choose an arbitrator, and the parties’ arbitrators shall then agree upon a single neutral arbitrator who will hear the dispute. Discovery for the described binding arbitration shall be limited to that which is allowed in California Courts of Limited Jurisdiction, including all rights and remedies thereunder, unless the arbitrator, for good cause shown, permits additional discovery. In the event that a dispute exists between the parties to this agreement regarding the arbitrability of an issue or dispute, the issue is to be decided by a court of competent jurisdiction, not by the arbitrator. The arbitrator shall not have the power to commit errors of law or legal reasoning. In addition, the arbitrator shall

not have the power to render an award not in conformity with the substantive and procedural law of the state of California. If the arbitrator exceeds the arbitrator's powers as set forth above, the award may be vacated or corrected by filing a petition pursuant to the California Arbitration Act in the Superior Court in and for the County in which the arbitration was conducted. In reviewing the award, the Superior Court shall sit as if it were an appellate court, in all respects, including but not limited to the scope of review. The decision of the Superior Court is, itself, subject to review by the California appellate courts. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.**

Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, DTF will pay all filing, AAA, and arbitrator's fees and expenses. The arbitration will take place at any reasonable location convenient for you and DTF.

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor DTF will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

Choice of Forum and Choice of Law

All matters arising out of or relating to this Note shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising hereunder may be instituted in the federal courts of the United States or the courts of the State of California in each case located in the County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Severability

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Survival

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

Waiver

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

How to Contact Us

If you have questions or concerns regarding our Privacy Policy or use of your information, please contact us at privacy@dintaifungusa.com.