



Internet Privacy Policy and Terms of Use

Thank you for visiting FamousDaves.com. Our mission at Famous Dave's of America, Inc. is to consistently exceed our guest's expectations. In order to accomplish this, guest information is collected both online and offline to further enhance our level of service. We want to make your experience at FamousDaves.com satisfying and safe, and this Privacy Policy provides information about how we collect and use guest information.

1. Privacy Generally.

Famous Dave's respects the privacy of our online guests, and is committed to protecting and safeguarding consumer privacy on the Internet. Information is collected from you to make it easier and more rewarding for you to use our website and the variety of services we may offer from time to time, including membership in our [P.I.G. \(Pretty Important Guest\) Club](#). By knowing the preferences of our customers, services and special offerings can be tailored to provide superior levels of convenience on a personalized basis. You may be asked at various times to provide information such as your name, e-mail address or information about what you like and do not like. On other occasions when we provide items for purchase online, we may require your credit card number or your mailing address in order to process your order.

2. Our Commitments To Your Family .

Famous Dave's wants you and your family to be safe while visiting our website. That is why, consistent with the [Children's Online Privacy Protection Act \(COPPA\)](#), we will never knowingly request personally identifiable information from children under the age of 13 without the consent of a parent or legal guardian. For more information about protecting the privacy and safety of minors online, we recommend you visit the [Federal Trade Commission \(FTC\)](#) and [TRUSTe](#) websites. We urge parents to regularly monitor and supervise their children's online activities.

3. What Information Do We Collect?

We collect information in several different ways. For instance, when visiting FamousDaves.com, we may collect the domain name from which you access the Internet, the IP address of the computer you are using, the Internet address from which you linked directly to our website, the browser and operating system you are using, the date and time you access our website, length of visit, as well as the e-mail addresses of those guests who volunteer them, user-specific information on the pages guests access, and information such as survey information, postal addresses, telephone numbers and site registrations that are provide voluntarily. Like many other commercial websites, FamousDaves.com may employ a standard technology called "cookies" or other tracking mechanisms to collect information about how our website is used. We use this information to help understand who is visiting FamousDaves.com, which aspects of our website are the most popular and in other ways to improve our website.

4. How Is Information Used By Famous Dave's?

We use the information that we collect to understand your preferences and history using our website. With this information we can tailor our services and communicate information about special offerings and events. We also use the collected information to improve the design of our website.

If you provide your information to request more information on catering, your information will be sent to the restaurant you selected. The restaurant, which may be operated by a Famous Dave's franchisee, may contact you to solicit catering services.

If you provide us with your e-mail address, we may occasionally send you e-mail offers, informing you about products, services and special events. If you provide us with your postal address, you may receive periodic mailings from us with information on new products and services or upcoming events. These offers may be based on information you provided us in your responses to our surveys and on your history with us as a customer. **It is our policy to never send messages to customers who have asked us not to do so, either at initial registration or later through an unsubscribe process.**

5. Information Distribution.

If you are providing personal information within a registration page, it will only be used within our domain unless you choose to allow third party data sharing.

Although unlikely, we may be required by law enforcement or judicial authorities to provide personally identifiable information to the appropriate governmental authorities. If requested as part of a legal proceeding, we will provide this information upon receipt of the appropriate documentation.

Other companies which may place advertising on our site may collect information about you when you view or click on their advertising or content through the use of cookies or other tracking mechanism. Due to the way the Internet technically operates, we cannot control this collection of information. You should contact these advertisers or content providers if you have any questions about their use of the information they collect.

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6. Declining Offers.

If you do not want to receive posted or e-mail offers from us or from our partners, please let us know by visiting <http://www.famousdaves.com/footer/contact/>, or writing to us at Famous Dave's, Inc., *ATTN:* Guest Relations, 12701 Whitewater Drive - Suite 200, Minnetonka, MN 55343, and telling us that you do not want to receive offers. Our e-mailed offers include instructions for unsubscribing from e-mailed offers. If you want to be removed from our postal mailing list, please provide us with your complete name and mailing address.

7. Security Procedures.

We operate secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary, and only authorized individuals have access to the information provided by our guests. Any particularly sensitive information, such as a customer's credit card number, is encrypted prior to transmission.

8. How You Can Correct Any Inaccuracies In The Information.

You have the ability to access and edit the personal information that you have provided to us. If you have questions or concerns about our Privacy Policy, or to update the information retained about you or to deactivate your account, please contact us by visiting <http://www.famousdaves.com/footer/contact/>.

9. Warranty Disclaimer.

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10. Limitation of Liability.

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12. Indemnification.

You hereby agree to indemnify and hold harmless Famous Dave's and its Representatives from and against any and all claims, charges, demands, damages, liabilities, losses and expenses of whatever nature and howsoever arising (including, but not limited to, any legal or other professional fees and the costs of defending or prosecuting any claim, and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Famous Dave's and its Representatives, directly or indirectly, by reason of any act or omission which you commit in breach of this Privacy Policy or other terms and conditions or policies set forth elsewhere on this Website.

13. **Your Acceptance of These Terms and Conditions.**

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Date of Last Update to Privacy Policy: February 29, 2008.