

RAMS HEAD LOYALTY TERMS OF USE



August 3, 2016

By registering for the Rams Head Loyalty program you agree to these Rules of Use:

ELIGIBILITY: Rams Head Loyalty program is only available to legal residents of the United States and the District of Columbia who are 18 years of age or older when they enroll in Rams Head Loyalty. Only one account is allowed per Member and a maximum of four accounts are allowed per household. Rams Head employees are not eligible to participate. Rams Head Loyalty program accounts are non-transferable. Lost cards will not be replaced.

ENROLLMENT: In order to enroll as a "Member" of the Rams Head Loyalty program, you must register your card online at <http://www2.mycard.net> and provide Rams Head with your name, email address, phone number, and birthday.

PARTICIPATING LOCATIONS: Rams Head Loyalty Program is valid at Rams Head Tavern Annapolis, Rams Head Tavern Savage Mill, Rams Head Roadhouse, Rams Head Shore House, Rams Head Dockside, and Rams Head On Stage (food and beverage only). Rams Head Loyalty Program is not valid at Rams Head Live!, Rams Head Center Stage, or Pier Six Pavilion.

PRIVACY: By registering for the Rams Head Loyalty program, you agree to receive email newsletters from Rams Head. Rams Head will not sell your information, the sole purpose of providing your phone number is to look up account information in the event you forget your card.

EARNING POINTS: Members earn one point for every \$1.00 spent on qualifying food or beverage purchases. Members earn double points during lunch Monday through Thursday from 11 AM to 4 PM. Members will not receive points on any coupon or promotional discounts; points will only be issued for the amount of money actually spent during the visit. Points will not be issued for concert ticket purchases, gift card purchases, taxes, or gratuity. You must present your Rams Head Loyalty card or phone number associated with your account, at the time of purchase to receive your points. Members will receive a receipt after every purchase which will serve as a confirmation that your points were credited to your account. To qualify for points on a private party event or banquet function, you must be a registered Rams Head Loyalty Member prior to booking the event. Points will not be issued for room rental or service charges and there is a limit of 5,000 points per event. The Rewards Member must be the individual paying for the event. Member's points are issued in real-time and can be viewed on your receipt or online at www2.mycard.net. Retroactive points will not be awarded if member forgets their card or does not provide their phone number.

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REWARDS: A \$10.00 Reward will be automatically deducted from your bill every time your account reaches 200 points! Your Reward Dollars can be used for food, beverage, and in-store merchandise purchases at Rams Head Tavern Annapolis, Rams Head Tavern Savage Mill, Rams Head Roadhouse, Rams Head Shore House, or Rams Head Dockside. You will automatically receive an \$8 credit upon sign up. You will also receive an \$8 credit for your birthday month. Birthday rewards must be redeemed the same month it is issued. You must present your Rams Head Loyalty card or phone number associated with your account to redeem your Rewards dollars. Rewards cannot be combined with any other coupon, discount or Rams Head Loyalty Reward. You cannot use Rams Head Loyalty Rewards dollars towards the purchase of concert tickets, gift cards, tax or gratuity. Rams Head, in its sole discretion, may also award Members additional points. Except where required by law or provided for in the program rules, points earned through Rams Head Loyalty have no cash value. Points are surrendered for Reward redemption only.

EXPIRATION: Rams Head Loyalty points expire 6 months after they are earned. \$8 Birthday Rewards expire at the end of the same month they are issued. Ex:// If member birthday is June 15th, they will receive \$8 birthday reward on June 1st and it will expire June 30th. If that same member registers during their birthday month, they will still receive birthday credit but it will expire at the end of the month. Ex:// If member registers June 20th and their birthday is June 21st, their birthday credit expires June 30th.

REDEMPTION: Earned credits (both \$8 sign up credit and \$10 credits after 200 earned points) are automatically applied on member's next visit to their check. It is the responsibility of the member to inform their server they have an \$8 birthday credit to be redeemed.

ACCOUNT CLOSURE: A Member's Rams Head Loyalty account will be closed after 12 months with no activity.

SUSPENSION/TERMINATION: Rams Head reserves the right in its sole discretion to suspend a Member's membership in the Rams Head Loyalty program in the event of any suspected misconduct, including suspending the Member's ability to redeem Rewards and/or other rewards earned in connection with his/her membership in the Rams Head Rewards program. If Rams Head concludes in its sole discretion that the Member has engaged in misconduct or that his/her account has been compromised, it may terminate the Member's membership, including but not limited to terminating the Member's ability to redeem Rams Head Loyalty Rewards and/or other rewards earned in connection with his/her membership in the Rams Head Rewards program.

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MODIFICATION: Rams Head reserves the right in its sole discretion, to terminate the Rams Head Loyalty program, and to alter, limit, modify, or add to the Rams Head Loyalty Card rules, regulations, terms and conditions. This includes, but is not limited to, imposing time limits and changes in point values, Rewards, and Reward levels, all without prior notice, at any time. Any such changes are effective immediately and the Member's continued enrollment in the Rams Head Loyalty Rewards program and/or use of the Site confirms that he/she accepts the changes and agrees to be bound by them.

OWNERSHIP OF SITE CONTENT: All contents of this Site are owned and copyrighted by Rams Head and are protected as intellectual or proprietary property. Use of any of the Site content without prior consent by Rams Head is strictly prohibited.

LIMITATION OF LIABILITY AND DISCLAIMER: Members use the www2.mycard.net site at their own risk. Rams Head is not liable for any direct, indirect, special or other damages or losses that may result from the Member accessing www2.mycard.net Site. This Site and the information included are provided by Rams Head "as is" without any warranty of any kind either expressed or implied. Rams Head is not responsible for interrupted or unavailable network server or other connections, miscommunications, computer transmissions or jumbled, scrambled or misdirected transmissions, or for electrical, network, computer or mobile device hardware or software or program or application malfunctions, failures or difficulties or for other errors, omissions interruptions or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer or mobile device related to participating in the Rams Head Loyalty Rewards program. Rams Head's liability for Rams Head Loyalty Rewards or any other reward containing printing or other errors, if any liability exists, is limited to replacement with other Rams Head Loyalty Reward or other reward, while supplies last.

RELEASE: Member hereby releases and agrees to indemnify and hold harmless Rams Head from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly to the Member's participation in the Rams Head Loyalty Rewards program, or the receipt, use or misuse, of Rams Head Loyalty or any other reward.

LINKS TO THIRD PARTY WEBSITES: The Site may contain links to other websites. Rams Head does not have any control over these other websites and it is not responsible for their content or security. If a Member clicks on a link to an outside website, he/she does so at his/her own risk and is subject to the privacy policy, and terms and conditions of that website.

CHOICE OF LAW: These Rules of Use are governed by and are to be construed in accordance with the laws of the State of Maryland.