

## REWARDSWORKS CODE / REWARD TERMS AND CONDITIONS

These Terms and Conditions apply to the products and services indicated in the applicable Order Form. Any capitalized terms used but not defined herein shall have the same meaning as in the Order Form.

### 1. Rewards.

(a) From time to time, Customer may request RewardsWorks to issue a number of Rewards (some of which may be "Codes" to the extent specified on the applicable Order Form) described in jointly executed Order Form(s). Each Order Form shall set forth the specific details of the applicable Promotion, including, but not limited to, the payment details specific to the Promotion, the dates of the Promotion, and the motion picture featured in connection with the Promotion, if applicable. Each Reward shall be redeemable for a specific dollar value ("Maximum Redemption Amount" or "Maximum Reward Value") at a specified merchant, in each instance as specified on the applicable Order Form. The parties understand that such merchant may be RewardsWorks or a third party as specified on the applicable Order Form.

(b) To redeem a Reward that is a Code, consumers must enter the Code on the applicable e-commerce merchant's website (e.g., RewardsWorks.com where the Order Form contemplates the redemption of Rewards for RewardsWorks tickets) in accordance with the applicable terms and conditions on that merchant's website.

(c) Unless otherwise stated in the applicable Order Form, Codes are single-use.

(d) If the actual cost of the item that is to be purchased with a Reward (in the case of a Movie Ticket purchased on the Fandango website or via the Fandango mobile application, with Fandango convenience fee included) is less than the applicable Maximum Redemption Amount or the Maximum Reward Value, the consumer shall not be entitled to a credit or refund of any amount of such difference. If the actual cost of the item that is to be purchased with a Reward (in the case of a Movie Ticket purchased on the Fandango website or via the Fandango mobile application, with Fandango's convenience fee included) exceeds the applicable Maximum Redemption Amount or the Maximum Reward Value, the consumer must pay such excess at time of redemption. In addition, any Reward may be subject to additional restrictions as set out in the applicable terms and conditions (including, any third party terms and conditions).

(e) HMM Movie Certificates and HMM Concession Certificates are only accepted at participating theaters ("Participating Theaters") within the United States. Such theaters may change and/or be updated from time-to-time. Participating Theaters can be found by visiting [www.hollywoodmoviemoney.com](http://www.hollywoodmoviemoney.com) and entering the applicable zip code. Fandango, in its sole discretion, may make changes in its agreements with the Participating Theaters as it deems necessary, including, without limitation, discontinuing such agreement(s).

(f) If RewardsWorks is responsible for delivery of the Rewards to Customer, RewardsWorks will deliver such Rewards to Customer either electronically or by physical media. If RewardsWorks is to deliver physical Rewards to Customer, any physical media containing Rewards will be delivered FOB origin by specified carrier selected by RewardsWorks in its sole discretion. Customer agrees to cooperate with RewardsWorks to investigate incidents concerning Reward carrier mishandling, including providing contact information for the responsible person for RewardsWorks to liaise with concerning any such incidents. Customer agrees to reimburse RewardsWorks for any losses resulting from Reward carrier mishandling.

(g) If Customer is responsible for Reward carrier production and/or distribution, then Customer agrees to reimburse RewardsWorks for any actual out-of-pocket costs incurred for incorrectly delivered Rewards, or any other unforeseen circumstances in the Customer or Customer's vendor's fulfillment facilities. Customer will also be solely responsible for the security and control of Rewards and/or Reward carriers both at the production facilities and throughout the distribution channel. Customer agrees to cooperate with RewardsWorks to investigate incidents concerning Reward carrier mishandling, including providing contact information for the responsible person for RewardsWorks to liaise with concerning any such incidents. Customer agrees to reimburse RewardsWorks for any losses resulting from Reward carrier mishandling.

(h) Subject to Terms and Conditions. Each Reward is at all times subject to and redeemable in accordance with this Agreement and those applicable terms and conditions that are not inconsistent with the terms of this Agreement and are

made available to the consumer in connection with the Promotion, at the time of activation, redemption or otherwise. Customer agrees to make such terms and conditions available for acceptance by the consumer as part of the Promotion or otherwise. In addition, some Rewards may be subject to additional third party terms and conditions.

(i) Expiration. Each Reward shall expire on the applicable date set forth in the applicable Order Form and shall not be redeemable after such date, except where prohibited or otherwise extended by applicable law or separate written agreement of the parties.

(j) Processing of User Information. If RewardsWorks operates a Reward distribution website where consumers may receive Rewards (an "Activation Page") as part of providing the services under this Agreement, RewardsWorks may collect and process through such Activation Page certain user information collected when the consumer provides information in order to receive the consumer's Reward connected to the Promotion, including but not limited to personally identifiable information ("Activation Page User Information"). In the event Customer and RewardsWorks agree that certain Activation Page User Information will be made available to Customer, then the consumer will be provided with an opt-in option (which may be a pre-checked opt-in box), and if the consumer does opt in then such Activation Page User Information pertaining to the consumer will be provided to Customer and Customer shall comply with any privacy notices posted at the point of opt-in as well as Customer's own privacy policy with respect to its use and disclosure of such Activation Page User Information. Customer understands that RewardsWorks may not provide Activation Page User Information for a consumer who has not opted-in to such sharing. Customer agrees that as a condition to receiving any Activation Page User Information, Customer shall execute RewardsWorks Technology Security Standard - Provider Information Security document. Customer hereby represents and warrants that Customer's privacy policy is compliant with all applicable laws and regulations. Customer understands that user information collected at the point of redemption of a Reward will under no circumstances be provided to Customer (e.g., at a movie theater, or at the RewardsWorks.com website or at a website through which a Visa card Reward is redeemed).

(k) Branded Activation Webpage. If the parties agree that there will be an Activation Page that will feature Customer's branding (a "Branded Webpage"), RewardsWorks shall create, host and maintain such Branded Webpage. Pricing for RewardsWorks production and operation of the Branded Webpage shall be set forth on the Order Form, if applicable. Customer shall supply creative content to RewardsWorks for placement on the Branded Webpage subject to the provisions of this Agreement.

### 2. Payments and Fees.

The Agreement will contain one of the following two pricing plan options, as agreed to by RewardsWorks and Customer: i) Redemption-Pricing Plan; or ii) Fixed- Pricing Plan.

#### (a) Payment Prior to Delivery of Rewards:

Prior to delivery of Rewards under this Agreement, Customer shall pay RewardsWorks either (as applicable):

(i) the initial redemption deposit amount ("Redemption Deposit Amount") for Redemption-Pricing Plan Promotions, or (ii) the required non-refundable payment for Fixed-Pricing Plan Promotions, due per the terms of the applicable Order Form, plus any other amounts set forth on the applicable Order Form.

The Rewards will be supplied to Customer or its consumers after the applicable payment as set out on the Order Form has been received by RewardsWorks.

#### (b) Redemption-Pricing Plan Promotions:

(i) The Redemption Deposit Amount is required by RewardsWorks to cover anticipated activation and redemption costs and fees for Rewards provided under this Agreement. If, at any time during the Promotion, RewardsWorks believes, in its sole discretion, that the funds available are insufficient, then RewardsWorks shall be entitled to require Customer to replenish the balance up to such an amount as RewardsWorks reasonably believes is necessary to cover the remaining expected activation and redemption costs and fees and any outstanding liabilities in connection therewith. In such event, RewardsWorks will invoice Customer as necessary. Any failure to immediately replenish the

Redemption Deposit Amount shall be a material breach of this Agreement and shall entitle RewardsWorks to immediately suspend the Promotion. If such breach has not been cured within five (5) days after RewardsWorks has invoiced Customer, RewardsWorks shall have the right to terminate the Promotion and/or the Agreement, notwithstanding anything to the contrary stated in Section 9

(ii) Any redemption rates provided by RewardsWorks are estimates only and are not binding upon RewardsWorks. RewardsWorks specifically disclaims any representation as to the expected or projected activation and redemption rates or costs for Rewards, and Customer acknowledges that it shall bear the entire cost of all activated Rewards and funding for actual redemptions and any associated payments and fees. Reward redemptions and any other fees set out on the Order Form may be deducted from the Redemption Deposit Amount if not paid when due. Customer deposits shall be non-interest bearing.

(iii) Any funds remaining on deposit at the end of a Redemption-Pricing Plan Promotion shall be refunded to the Customer within sixty (60) business days of receipt by RewardsWorks of a fully completed IRS form W-9 from the Customer; provided, however, that RewardsWorks may retain a reserve sufficient to fund any anticipated future or outstanding Promotion liabilities.

(c) **Fixed-Pricing Plan Promotions and Other Fees:** Any payments made or fees payable in connection with any Fixed-Pricing Plan Promotion are non-refundable and final. Any payments made or fees payable in connection with any administrative, set-up, Branded Webpage production and hosting, and/or any other costs already incurred by RewardsWorks, in connection with either a Redemption-Pricing Plan or a Fixed-Pricing Plan Promotion, are all non-refundable and final.

(d) **Late Payment.** Payment terms shall be net 10 day basis for any invoice under this Agreement. Any invoiced amounts not received when due will be assessed a late charge equal to the lesser of (i) 1-1/2% per month on the overdue amount for each month or portion thereof and (ii) the greatest amount permitted by applicable law. Customer is responsible for all collection costs RewardsWorks incurs, including reasonable attorneys' fees and costs. If any invoiced amount is not received by the invoice due date, RewardsWorks shall have the right, in its sole discretion, to discontinue issuance of, cancel, disable, deactivate and/or decline to redeem (including instruct its partners to decline to redeem) any card numbers and/or Rewards. In addition to any other rights and remedies RewardsWorks may have under this Agreement, RewardsWorks shall have the right to cancel the applicable Promotion and/or terminate its further obligations under this Agreement as further set out in Section 9 of this Agreement. Any non-payment shall be considered a material breach of this Agreement.

(e) **Changed Circumstances.** Customer acknowledges that the price that the Customer has been charged under this Agreement is based on many factors, including, without limitation, the retail price of the merchandise or service included in the Promotion, the estimated redemption rate, the number of products to be released into the market, the number of products estimated to be purchased at retail, the advertising or marketing channels, etc. It is acknowledged that if the structure of the Promotion or the retail price that consumers pay for the merchandise is substantially changed, Customer promotes the Promotion in a manner different from the methods and amounts stated in this Agreement and/or if there is any other significant change to or in connection with the Promotion, including, but not limited to, the actual redemption rate, RewardsWorks shall have the right to charge Customer any additional sums based upon any increased redemption or other costs caused by these changes. In such event, RewardsWorks shall inform Customer in writing of the reason for the additional charges and Customer shall have three (3) days from receipt of such written notice to discuss the additional charges in good faith. If, after such good faith discussion, Customer declines to pay any such additional charges or if Customer does not pay the applicable invoice within the time specified, then RewardsWorks shall have the right, in its sole discretion, to terminate this Agreement effective immediately, to discontinue issuance of, cancel, disable, deactivate and/or decline to redeem (including instruct its partners to decline to redeem) any Rewards and/or suspend or cancel the Promotion. Pricing is subject to periodic review and is not guaranteed for future orders unless agreed to in a subsequent mutually signed Order Form.

(f) Upon request, RewardsWorks will provide Reward activation or redemption result information to Customer for Redemption-Pricing Plan Promotions. No such information will be provided for Fixed-Pricing Plan Promotions.

3. **Customer Service.** RewardsWorks will provide customer service to consumers with questions or concerns about the activation or redemption or the non- acceptance of any Reward by any Participating Theater, partner or other

party during the Redemption Period. In connection with all other questions, RewardsWorks may instruct its customer services team to provide Customer's customer service email and phone contact information to consumers, display it on RewardsWorks websites or apps and/or otherwise provide such information to consumers.

#### 4. **Promotion, Promotional Materials, Marketing and Press Release.**

(a) Customer shall create all advertising and promotional content, assets and collateral materials (collectively, "Promotional Materials") needed to market and promote each Promotion. All Promotional Materials created and/or used by Customer in connection with the Promotion are subject to review and prior written approval by RewardsWorks, issuing bank and association (MasterCard® and/or Visa®), as applicable, and shall be submitted for approval at least ten

(10) business days prior to commencement of production of any Promotional Materials or the launch date of the Promotion, whichever is earlier. Failure to respond shall not be deemed approval. Customer's failure to follow RewardsWorks Product Marketing Guidelines or the issuance of Promotional Materials without such prior approvals shall be considered a material, non-curable breach of this Agreement. In such event, each of RewardsWorks, issuing eGift card issuer, distributor and/or merchant, bank and/or association (e.g., MasterCard, Visa, etc.) in its sole discretion shall have the right to immediately cancel the Promotion and/or terminate this Agreement, including, without limitation, terminate all rights and licenses granted under this Agreement, any further use of any of the Promotional Materials, and discontinue issuance of, cancel, disable, deactivate, and/or decline to redeem

(b) Customer shall be the sole legal sponsor of the Promotion and shall administer and fulfill the Promotion at its sole cost and expense, including, but not limited to, distribution of Rewards to consumers, unless otherwise specifically stated on the applicable Order Form. In addition, Customer shall be solely liable and responsible for the design, creative, and legal compliance of the Promotion, including any Promotional Materials created, provided and/or used in connection therewith (regardless of whether RewardsWorks has reviewed or approved the same), and any payments associated with the creation and/or use of any such Promotional Materials and/or the Promotion. Notwithstanding the aforementioned, the parties may agree that RewardsWorks will market or promote the Promotion through RewardsWorks websites or apps, provided, however that the fact that RewardsWorks provides or delivers Rewards in accordance with this Agreement or markets the Promotion (if agreed) shall not alter Customer's sole liability and responsibility for the Promotion nor make RewardsWorks the legal sponsor thereof (in whole or in part). RewardsWorks liability shall be limited to its specific obligations under

(c) If the Promotion is to be run in a language other than English, Customer shall be responsible for providing RewardsWorks with a proper English translation of the applicable terms and conditions of the Promotion for review. Customer shall ensure that the online link to the Promotion terms and conditions will contain both the English version and the other language version of the terms and conditions. Customer acknowledges that the Activation Page will be in English, unless otherwise agreed.

(d) **Press Release.** Neither party shall issue any press release relating to any Promotion or the relationship between the parties without the prior written approval of the other party.

#### 5. **Product Marketing Guidelines and Restrictions.**

(a) For each Promotion, Customer agrees to comply with the Product Marketing Guidelines provided to Customer and also available at [http://fandangorewards.com/qrsite/wp-content/uploads/downloads/FR\\_Product\\_Marketing\\_Guidelines.pdf](http://fandangorewards.com/qrsite/wp-content/uploads/downloads/FR_Product_Marketing_Guidelines.pdf) (and which are hereby incorporated into this Agreement by this reference). Unless pre-approved in writing by RewardsWorks, Customer shall not use or distribute any of the Rewards in connection with any Promotion, products or services involving tobacco, firearms, weapons, gambling, political campaigns and/or pornography.

(b) Customer shall not resell Rewards unless specifically authorized in writing.

(c) A breach of this Section 5 shall be a material breach of this Agreement. RewardsWorks reserves the right to immediately cancel the Promotion and/or terminate the Agreement (notwithstanding anything to the contrary stated in Section 9 below) should RewardsWorks in its sole discretion determine that Customer is re-selling the Rewards without authorization, is involved in

deceptive or misleading use of the RewardsWorks name or brand, engaging in a Promotion with any of the abovementioned restricted products or services without prior written approval, and/or is disparaging or otherwise damaging or may damage, the RewardsWorks name, brand or reputation, or that of any of its products or services.

6. **License Grant.** For the term of the Promotion only, each party grants to the other a limited, revocable, non-exclusive, nontransferable, nonsublicensable, worldwide, royalty-free license to use the trademarks and service marks (collectively, "Marks") of the licensing party (together, "Licensor's Marks") in the style and manner currently used by the licensing party ("Licensor"), and as communicated to the other party ("Licensee"), solely in connection with the marketing and advertising of the Promotion. Licensee shall not make any other use of the Licensor's Marks without the prior written consent of Licensor. Licensee shall have no right, title or interest in or to the Licensor's Marks or intellectual property or the goodwill associated therewith, except for the limited usage rights expressly provided in this Agreement. Any goodwill shall inure solely to the benefit of the Licensor. Customer shall have the right to include RewardsWorks' Marks in any Promotional Materials it creates and/or uses in connection with the Promotion solely to indicate RewardsWorks' association with the Promotion pursuant to this Agreement, subject always to the prior written approval (email to suffice) of RewardsWorks. Upon termination or expiration of the applicable Order Form, all licenses granted herein shall

7. **Fraudulent Activities.** RewardsWorks may make, in its sole discretion, steps to address suspected or discovered fraudulent activation or fulfillment on the part of consumers, including restricting access to the Promotion's activation, registration and/or redemption site, as applicable, cancelling outstanding Rewards, and finding and prosecuting anyone who commits fraudulent activities in regard to the Promotion. Customer will exercise reasonable controls to prevent any fraud, theft, misuse or improper handling or distribution of Rewards ("Inappropriate Activities") by its employees and/or vendors. If, during or after the close of the Promotion, RewardsWorks discovers that Customer's employees or vendors have engaged in, or have improperly or negligently failed to prevent third parties from engaging in, Inappropriate Activities, RewardsWorks shall inform Customer and provide its evidence of such fact and unless Customer demonstrates that such parties did not engage in such Inappropriate Activities, Customer shall reimburse RewardsWorks an amount equal to any actual losses or costs incurred by RewardsWorks due to

8. **Term; Termination; Expiration; and Cancellation.** The term of this Agreement shall commence on the date of execution of this Agreement and shall continue, unless earlier terminated in accordance with the provisions of this Agreement, until the later date of (i) the date of expiration of any Reward Redemption Period set out on the Order Form or (ii) the fulfillment by each party of its respective obligations under this Agreement ("Term"). If, in the event of a Promotion with a Redemption-Pricing Plan, prior to a Promotion's expiration date, Customer requests in writing to extend a Promotion beyond the stated expiration date, RewardsWorks may in its sole discretion allow an extension. In the event of an extension, additional fees may apply in RewardsWorks' sole discretion. In the event Customer cancels a Promotion with a Redemption- Pricing Plan prior to delivery of the Rewards to Customer, subject to the terms of this Agreement, RewardsWorks will refund any amounts paid by Customer in connection with the Promotion less any costs incurred by RewardsWorks in connection therewith. In the event Customer cancels a Promotion with a Redemption-Pricing Plan after the Rewards have been delivered to Customer but not yet distributed to consumers, subject to the terms of this Agreement, RewardsWorks will refund any amounts paid by Customer in connection with the Promotion less a cancellation fee to be assessed by RewardsWorks in its sole discretion, and RewardsWorks shall discontinue any issuance of, cancel, disable, deactivate and/or Customer shall return any Rewards already received at Customer's sole cost. In the event Customer cancels a Promotion with a Redemption-Pricing Plan after the Rewards have been distributed to consumers, and Customer for this or any other reason requires all or part of their Rewards to be deactivated or disabled and/or replacement Rewards to be issued for all or part of the original order amount, RewardsWorks shall be entitled to retain in full all amounts paid by Customer under this Agreement and Customer shall additionally pay to RewardsWorks any administrative costs in connection with any such deactivation, disabling, and/or replacement. There will be no refunds if Customer cancels a Promotion

9. **Termination for Breach.** If either party materially breaches any provision of this Agreement, including but not limited to, nonpayment, and such breach has not been cured within ten (10) days after the other party has given written notice of such breach, the non-breaching party may immediately cancel the Promotion and/or terminate this Agreement at the end of such ten (10)-day period. If

RewardsWorks terminates an Order Form and/or Promotion pursuant to this Agreement, RewardsWorks shall have the right, in its sole discretion, to immediately discontinue issuance of, cancel, disable, deactivate and/or decline to redeem (including instruct its partners to decline to redeem) any card numbers and/or Rewards provided to Customer or its consumers. Customer agrees that in the event of a breach of this Agreement by Customer, Customer shall pay to RewardsWorks all reasonable and verifiable costs incurred by RewardsWorks in anticipation of and in connection with the set-up and production of the Promotion under this Agreement and in connection with any cancellation or termination under this Agreement. Customer shall also pay to RewardsWorks the fees for any Rewards delivered to Customer or consumers under a Promotion with a Redemption-Pricing Plan, and the fees for any Rewards under a Promotion with a Fixed-Pricing Plan, whether or not such Rewards have been delivered. Any amounts paid or payable for a Promotion with a Fixed-Pricing Plan will not be refunded.

#### 10. **Representations and Warranties.**

##### (a) **Mutual Representations and Warranties.**

Each party represents and warrants that (i) the individual entering into this Agreement on each party's behalf has all necessary legal authority to bind such party to this Agreement and that each party has all necessary right, power and authority to fully perform its obligations under the Agreement; (ii) this Agreement does not and will not conflict with any such party's obligations to any third parties; (iii) it has all valid federal, state, and local licenses, permits and/or approvals required to conduct its business and will comply with all applicable laws and regulations; (iv) Licensor's Marks (where Licensor is making this representation/warranty), Licensee's Marks (where Licensee is making this representation/warranty), and any other content or Promotional Materials supplied by one party to the other party for the other party's use solely in connection with the Promotion and this Agreement, do not and will not infringe, violate or misappropriate any copyright, trademark, privacy right or right of publicity, moral right, trade secret, or other proprietary right of a third party; and (v) each party will ensure that it performs its obligations under this Agreement in a manner that will not breach applicable privacy laws and regulations or cause the other party to breach applicable privacy laws or regulations or process or otherwise handle or use Activation Page User Information unlawfully, whether during the term of this Agreement or otherwise.

(b) **RewardsWorks' Representations and Warranties.** RewardsWorks represents and warrants that it will provide the Rewards in accordance with the applicable terms and conditions of the Promotion and this Agreement and will allow for their respective activation and redemption, as applicable. If the Promotion has an age requirement, RewardsWorks shall have no liability for failing to age-gate, nor shall it be obligated to age-gate.

(c) **Customer's Representations and Warranties.** Customer represents and warrants that (i) Customer shall accurately represent and describe the Promotion, and the nature and character and benefits of the Rewards to consumers in any and all Promotional Materials and will be responsible and liable with respect to the Promotion and the Promotional Materials, including to coordinate and respond to consumer inquiries related to the Promotion (except as specifically set out in Section 3); (ii) Customer shall use the Rewards solely for distribution to consumers responding to the Promotion, in accordance with the applicable Order Form and this Agreement, the approved terms and conditions of the Promotion and the applicable terms and conditions made available to the consumer, and it will not use the Rewards for any other purpose or for distributing, sublicensing, re-selling or otherwise exploiting them in any other manner; (iii) Customer shall fully comply with all laws and regulations applicable to its obligations under this Agreement, including, without limitation, all laws and regulations pertaining to advertising, promotions, sweepstakes, giveaways, and COPPA, anti-spam laws (including, without limitation, with respect to any electronic commercial mail messages sent by Customer or any of Customer's vendors hereunder, or any of their respective agents in connection with the Promotion or otherwise), TCPA, etc.; (iv) Customer shall fully comply with all consumer-facing copy that Customer publishes (or that is published on behalf of Customer) and the terms of the Promotion; and (v) if the Promotion involves the purchase by consumers of any products or services, such products and services shall comply with all laws and regulations and shall not subject RewardsWorks to any liability.

11. **Indemnity.** Each of the parties hereby agrees to indemnify, hold fully harmless, and defend the other from all third party claims, judgments, damages, costs and expenses, including reasonable attorneys' fees and litigation expenses (collectively, "Claims"), arising out of or as a result of such party's breach of

any of its representations, warranties or covenants in this Agreement. The indemnifying party's obligations under this Section shall be subject to the indemnified party providing the indemnifying party: (a) reasonably prompt written notice of any such claim or action and permit the indemnifying party, through its counsel, to answer and defend such claim or action; and (b) with all reasonably required information, assistance and authority to assist in defending such claim or action. The indemnified party, at its own expense, shall have the right to employ separate counsel and participate in the defense thereof.

12. **WARRANTY DISCLAIMER.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, REWARDSWORKS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CODES, THE REWARDS, THE REWARDSWORKS WEBSITES OR APPS, ANY PROMOTION, OR TO ANY PRODUCTS OR SERVICES OF REWARDSWORKS, AND REWARDSWORKS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND/OR NON- INFRINGEMENT. REWARDSWORKS DOES NOT WARRANT THAT THE CODES AND/OR REWARDS, THE REWARDSWORKS WEBSITES OR APPS, ANY PROMOTION, OR ANY PRODUCTS OR SERVICES OF REWARDSWORKS ARE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION.

13. **EXCLUSION OF CERTAIN DAMAGES AND REMEDIES.** EXCEPT FOR ANY CLAIM WITH RESPECT TO INDEMNIFICATION FOR THIRD PARTY CLAIMS OR BREACH OF CONFIDENTIALITY UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN TORT, CONTRACT OR UNDER ANY OTHER LEGAL THEORY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, OR OTHER LOSS OR DAMAGES ARISING OUT OF ANY PROMOTION OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF ARISE OF THE LIKELIHOOD OF SUCH DAMAGES. IN ADDITION, EXCEPT FOR ANY CLAIM WITH RESPECT TO INDEMNIFICATION OR BREACH OF CONFIDENTIALITY UNDER THIS AGREEMENT, IN NO EVENT SHALL CUSTOMER'S RECOVERY FROM REWARDSWORKS FOR ANY CLAIM ARISING OUT THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO REWARDSWORKS IN CONNECTION WITH THE PROMOTION GIVING RISE TO SUCH CLAIM.

14. **Audit.** Customer shall, and shall cause Customer's vendor ("Customer's Vendor") if applicable to, maintain at their offices complete and accurate books, records and supporting data, and other sufficient detail, relating to (a) any website where Customer distributes Rewards or codes used to obtain Rewards, and (b) Customer's processing or distribution of any codes or receipts used to obtain Rewards, in either case in accordance with, and for such period as required by, generally accepted accounting principles or Applicable Law, and will maintain such records during the term of this Agreement and for two (2) years thereafter. RewardsWorks, its employees, agents and representatives (including independent auditors) will have the right, at any time during normal business hours and upon at least seventy-two (72) hours' notice, to inspect and audit such books and records of Customer or Customer's Vendor which may relate to the performance of any of the services hereunder or distribution of Rewards or any codes or other items consumers use to obtain Rewards, including distribution websites, the code validation process, the receipt submission validation process and processing and distribution thereof. Customer warrants and represents that Customer will cooperate fully, and will cause Customer's Vendor to cooperate fully, with RewardsWorks or its designees in connection with any audit functions or any inspections. Any adjustments in favor of RewardsWorks arising from any such audit of Customer or Customer's Vendor will be recognized as an adjustment of any payment due to RewardsWorks hereunder.

15. **Notices.** Any notice to be made or given to either party under this Agreement shall be in writing and effective three (3) days after mailing in the U.S. Mail as certified mail, or when delivered personally, by facsimile or other electronic transmission (with receipt confirmed), or by overnight courier, in each case to the address of such party as stated in the applicable Order Form. Either party may change its notice and contact information by providing notice, in the manner set forth above, to the other party.

16. **Confidentiality.** Each party (the "Disclosing Party") may provide information that is marked as confidential or that should be reasonably understood to be confidential ("Confidential Information") to the other party (the "Recipient") in connection with the Promotion, including but not limited

to, the pricing, payment, any Activation Page User Information collected or processed in connection with a party's obligations under this Agreement and any other terms of any Order Form or these Terms and Conditions. The Recipient shall not, without the prior written consent of the Disclosing Party, directly or indirectly use for its benefit or for others, or disclose to any third party, any Confidential Information of the Disclosing Party. The Recipient shall exercise due care to prevent unauthorized disclosure and use of the Disclosing Party's Confidential Information. This confidentiality and nondisclosure obligation shall not apply to information that (i) was already known by the Recipient prior to disclosure to it by the Disclosing Party or can be proven to have been developed by the Recipient independently of the disclosure from the Disclosing Party; (ii) is in the public domain by use and/or publication at the time of its receipt from the Disclosing Party or becomes in the public domain other than by reason of the Recipient's breach of this provision; (iii) is disclosed to the Recipient by a third party with a valid right to disclose such information and such third party is not under a confidentiality obligation to the Disclosing Party; and/or (iv) is disclosed by the Recipient with the Disclosing Party's prior written approval. Notwithstanding anything to the contrary, a party may disclose the other party's Confidential Information to law enforcement or as required by law, but in such event shall seek the maximum confidential treatment available and shall notify the other party of such disclosure (unless no notice is required by law), and either party may disclose the other party's Confidential Information to its corporate affiliates and advisers to the extent that such party causes such third parties to maintain the confidence of such Confidential Information as if they were bound to this confidentiality clause and such party shall be liable to the other party for the acts and omissions of such third parties that if performed by such party would violate the terms of this confidentiality clause.

17. **Force Majeure.** Neither party shall be liable to the other for failure or delay in the performance of a required obligation (other than the payment of any amount due hereunder) if such failure or delay is caused by fire, flood, natural disaster, electronic virus, electronic attack or infiltration, internet disturbance, government act or other cause beyond such party's control (each, a "Force Majeure Event"), provided that such party gives prompt notice of such condition, and uses reasonable efforts to resume its full performance as soon as possible.

18. **Survival.** The parties' obligations set forth in Sections 1(h)-(j), 2-3, 4(a)-(b), 7-16, 18 and 19 shall survive the expiration or termination of this Agreement.

19. **Miscellaneous.** Neither party may sublicense, assign, or otherwise transfer any of its rights under this Agreement without the express written consent of the other party, except in connection with an acquisition or merger with a third party, or if all or substantially all of such party's assets are acquired by a third party. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law provisions, and Customer consents to the exclusive jurisdiction and venue of the state and federal courts sitting in the State of California, County of Los Angeles. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing signed by both parties. Except as specifically provided herein, failure or delay by either party in exercising any rights or remedy under this Agreement shall not operate as a waiver of any such right or remedy. The parties are separate and independent legal entities, and the relationship between the parties shall be that of independent contractors. The parties do not intend to form, nor shall the relationship between the parties be construed to constitute, a partnership or joint venture between them. Nothing contained in this Agreement shall prohibit RewardsWorks or its affiliates from entering into any promotional, marketing or other type of agreement for any services or products with any other party. If any provision of any this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile and/or PDF, and the parties agree that such facsimile and/or PDF execution and delivery shall have the same force and effect as an original document with original signatures. This Agreement constitutes the complete and entire agreement between the parties, and supersedes and cancels all prior negotiations, understandings, correspondence and agreements, oral and written, express or implied, between the parties relating to the subject matter thereof, and shall be binding only when executed by both parties thereto.

Last updated: 01/1/2019