

Updated 2/15/18.

The following terms and conditions ("Club Rules") apply to Cleveland Cinemas customer loyalty program (the "Cleveland Cinemas Marquee Rewards"). Cleveland Cinemas Marquee Rewards members can accumulate credits at participating theaters via purchases at the box office and concession stand and use such credits to earn free admission tickets, popcorn and drinks. Other Cleveland Cinemas Marquee Rewards membership benefits, which may change from time to time, may include discounts, opportunities to enter sweepstakes, newsletters, and member-only invitations. Participation in the Cleveland Cinemas Marquee Rewards and its benefits are offered at the discretion of Cleveland Cinemas.

As a member of the Cleveland Cinemas Marquee Rewards, you must comply with the Club Rules. Cleveland Cinemas reserves the right to modify the Club Rules at any time, without notice to you, so it is important to check the Club Rules periodically. Participation in the Cleveland Cinemas Marquee Rewards is considered acceptance of the Club Rules and any and all subsequent modifications, updates, or notices related thereto. If at any time, you do not accept the Club Rules or become dissatisfied with the Cleveland Cinemas Marquee Rewards; your sole remedy is to terminate your participation and membership in the Cleveland Cinemas Marquee Rewards.

A. Eligibility / Enrollment

1. Cleveland Cinemas Marquee Rewards membership is open to individuals 13 years of age and older who reside in the United States; provided, however, the following individuals are not eligible for membership: (i) employees of Cleveland Cinemas; (ii) employees of any other person or entity involved in the development, administration, or operation of Cleveland Cinemas; and (iii) immediate family members (parent, child, sibling, and/or spouse of each) and/or those living in the same household as persons set forth in (i) or (ii). Corporations, partnerships, or any other business entities are not eligible for membership. Any other exclusion will be based on the judgment of Cleveland Cinemas. Membership is limited to one account per person.
2. Eligible members can enroll in the Cleveland Cinemas Marquee Rewards by completing the registration form online at www.clevelandcinemas.com/rewards. Eligible members who are under 18 years of age need the permission and consent of a parent or legal guardian to enroll.
3. Members will receive a FREE Cleveland Cinemas Marquee Rewards membership card. Cleveland Cinemas Marquee Rewards Cards are nontransferable and may only be used by the Cleveland Cinemas Marquee Rewards membership account owner.
4. In the event that any time during your membership in the Cleveland Cinemas Marquee Rewards you become ineligible to be a member, you must provide notice to Cleveland Cinemas and cease using your Marquee Rewards Card immediately.

B. Membership Cards / Account

1. You are responsible for promptly informing Cleveland Cinemas if your Marquee Rewards Card is lost or stolen by either calling 1-440-349-3306 or notifying a manager at a participating Cleveland Cinemas theatre. You will be liable for any transactions that occur with your Marquee Rewards Card before the card is reported lost or stolen, and you will not receive credit for any reward vouchers provided to any third parties pursuant to their unauthorized use of your Cleveland Cinemas Marquee Rewards Card.
2. When you register your Cleveland Cinemas Marquee Rewards Card online, you will be asked to enter a username and password. This will allow you to access your account to check your credit balance and update account information. You are responsible for maintaining the confidentiality of your username and password and for the accuracy of your account information. **All cards MUST be registered online to be activated.**
3. Cleveland Cinemas is not responsible for any loss you may incur as a result of any unauthorized person using your username, password, account information, or Cleveland Cinemas Marquee Rewards Card.
4. Only one card may be registered to any one member and e-mail address.
5. Multiple membership balances may not be combined to a single account.

C. Accumulation of Credits

1. Cleveland Cinemas Marquee Rewards members receive 3 credits for every ticket purchased valued over \$3 and 1 credit for tickets valued at \$1 or \$2 dollars. Cleveland Cinemas Marquee Rewards members receive 1 credit per dollar spent on concession purchases at the concession stand by entering a Cleveland Cinemas Marquee Rewards membership number in the appropriate area during the ticket or concession purchase process. Members DO NOT earn credits on alcohol sales. Members DO NOT earn credits for admissions obtained by redeeming complimentary passes or emergency

tickets. Members DO NOT earn credits for Admit One or VIP Admit One ticket purchases, but they DO receive credits when redeeming Admit One or VIP Admit One at the box office for admissions. Members DO NOT earn credits when purchasing gift cards, but they DO earn credits when redeeming gift cards. For the purpose of calculating credits earned at the concession stand, the system will round transaction totals to the nearest whole dollar. Example: Transaction Total = \$7.50, Credits earned = 8; Transaction Total = \$6.25, Credits earned = 6. Select films or concession items may be eligible for Featured Extra Credits. Featured items and films will be highlighted in the Cleveland Cinemas weekly e-mail newsletter and/or online at clevelandcinemas.com. Members receive rewards each time 30 credits are earned. See the Reward Schedule for details.

2. To earn credits, you MUST present your Marquee Rewards Card to the cashier when purchasing tickets or concession items. Points may not be added at a later date or time and the physical card must be presented at the time of purchase. Points will not be added for past films or concession purchases.

3. Patrons who purchase tickets online must give their card information at the theatre as they enter. Points will be added only if the following information is collected by theatre staff on the day of the show: Member name, e-mail address, card number and points to be added. The points will be added at the Cleveland Cinemas home office at a later date. Any earned reward will be issued upon the members next visit at the theatre when his/her card has been swiped at a terminal.

3. You are responsible for ensuring that the information in your account is accurate and is kept current. If you believe that credits were not properly awarded for a transaction, you must notify customer service at the Cleveland Cinemas theatre at which the transaction occurred within seven (7) days of the transaction. Cleveland Cinemas reserves the right to require proof of accrual of such credits from you, including but not limited to copies of receipts or similar documentation verifying any transactions claimed to have been performed.

4. Accrued credits do not constitute property of a member and have no value outside of the Cleveland Cinemas Marquee Rewards. Credits may be revoked by Cleveland Cinemas at any time as set forth herein.

5. Credits and reward vouchers may not be exchanged for cash, assigned, bartered, or transferred.

D. Redemption of Reward Vouchers

1. Only one reward voucher will be awarded per qualifying transaction.

2. "FREE Movie Ticket" reward vouchers are not valid for "No Pass Attractions, Digital 3-D and Special Events." "FREE Movie Ticket" reward vouchers are good on the member's next visit.

3. All concession item reward vouchers are the Marquee Rewards size unless otherwise indicated and are not eligible to be upsized.

4. All reward vouchers are valid until the expiration date indicated.

5. Reward vouchers are void if illegible, altered, torn, or mutilated. Reward vouchers must remain whole. All rewards are subject to verification by management.

6. Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to you. Members are solely responsible for reporting such items on their tax returns and paying any associated tax liability.

7. Cleveland Cinemas is not responsible for lost or stolen reward vouchers. Lost or stolen vouchers cannot be replaced.

E. Online Registration

1. Cards registered online at clevelandcinemas.com/rewards will receive a onetime bonus of 20 points.

2. All e-mail addresses will be added to Cleveland Cinemas' online newsletter distribution list. Patrons may opt out of receiving the newsletter at will with no penalty to their standing in the Marquee Rewards program.

3. All cards must be registered online to be active and valid for point accrual/redemption.

F. Termination of Membership

1. Cleveland Cinemas reserves the right, in its sole discretion, to disqualify you from membership in the Cleveland Cinemas Marquee Rewards if, in the sole judgment of Cleveland Cinemas, you (i) violate the Club Rules, (ii) engage in any fraud or abuse relating to the accrual of credits or redemption of reward vouchers, (iii) misrepresent any information supplied by you to Cleveland Cinemas, or (iv) engage in any activities that are inconsistent with Cleveland Cinemas Marquee Rewards' public image, goodwill, and reputation or applicable law.

2. Upon any termination hereunder, your right to accrue credits and use reward vouchers shall immediately be cancelled. Any and all credits accumulated up to the date of termination will be forfeited. Furthermore, you will forfeit and, upon Cleveland Cinemas' request, must return any unredeemed reward vouchers that you have been awarded and surrender your Marquee Rewards Card to Cleveland Cinemas. In addition, Cleveland Cinemas shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

G. Privacy

1. Cleveland Cinemas Privacy Policy, which describes Cleveland Cinemas information gathering and privacy practices, applies to the Cleveland Cinemas Marquee Rewards and is incorporated in the Club Rules by this reference..

H. General

1. Cleveland Cinemas reserves the right to modify or update the Club Rules and/or change, alter, or discontinue the Cleveland Cinemas Marquee Rewards (including its credit/rewards structure) at any time without any liability to members.

2. All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a member's compliance with the Club Rules will be resolved by Cleveland Cinemas in its sole discretion.

3. By participating in the Cleveland Cinemas Marquee Rewards, you agree to release Cleveland Cinemas, its parent, affiliates, divisions, related companies, and their respective officers, directors, owners, and employees from any and all loss, harm, damages, cost or expense, including without limitation property damages, personal injury and/or death, arising from or connected to the Cleveland Cinemas Marquee Rewards, including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of reward, and (iii) the suspension, termination, or modification of your membership or account. THE CLEVELAND CINEMAS MARQUEE REWARDS, AND MEMBERSHIP THEREIN, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLEVELAND CINEMAS MAKES NO WARRANTY IN ANY RESPECT AS TO ANY REWARDS, PRIZES, MERCHANDISE, OR SERVICES MADE AVAILABLE AS PART OF THE CLEVELAND CINEMAS MARQUEE REWARDS.

4. UNDER NO CIRCUMSTANCES SHALL CLEVELAND CINEMAS OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CLEVELAND CINEMAS MARQUEE REWARDS OR MEMBERS' PARTICIPATION THEREIN. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF CLEVELAND CINEMAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, CLEVELAND CINEMAS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

5. You agree to defend, indemnify and hold harmless Cleveland Cinemas, its parent, affiliates, divisions, related companies, and their respective officers, directors, owners, and employees from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of Club Rules. Furthermore, you agree to reimburse Cleveland Cinemas for any rewards or prizes that were fraudulently obtained by you.

6. The Club Rules are governed by the laws of the State of Ohio without regard to the conflicts of laws rules of any jurisdiction. Every dispute concerning the interpretation or effect of the Club Rules and/or your participation in the Cleveland Cinemas Marquee Rewards must be resolved in the state or federal courts situated in the State of Ohio. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts.

7. If any provision of the Club Rules is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render the Club Rules unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or the applicable court decisions.

8. Any waiver by Cleveland Cinemas of a breach of any provision of the Club Rules shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of the Club Rules. Failure by Cleveland Cinemas to insist upon strict adherence to any provision of the Club Rules on one or more occasions shall not be considered a waiver or deprive Cleveland Cinemas of the right to insist upon strict adherence to that provision or any other provision of the Club Rules.

Rewards Schedule:

Award vouchers print up automatically as soon as you reach a reward level. No need to save up points and cash them out, they just keep adding up!

30 Marquee Rewards points = Free Marquee Rewards Popcorn

60 Marquee Rewards points = Free Marquee Rewards Fountain Drink

90 Marquee Rewards points = Free Movie Ticket**

Awards repeat every 30 points based on the above structure.

300 Marquee Rewards Points = Free Night at the Movies

Free Small Popcorn, Free Small Fountain Drink and Free Movie Ticket**

** Certain restrictions apply to Free Movie Ticket redemption. Not valid for No Pass Engagements/Special Events. 3D features require additional surcharge.