

## **MAGICAL MOVIE REWARDS TERMS OF USE**

*Updated: January 26, 2014*

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS PROMOTIONAL PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

These Terms of Use apply to your access to, and participation in, the Magical Movie Rewards program which is operated by Marcus Theatres Corporation, or its subsidiaries, licensees and affiliated companies (collectively, "Marcus") in the fifty (50) United States of America ("Magical Movie Rewards"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Marcus for products, services or otherwise. Marcus reserves the right to change, modify and/or eliminate Magical Movie Rewards and/or these Terms of Use or any policy, FAQ, or guideline pertaining to Magical Movie Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to [www.marcustheatres.com](http://www.marcustheatres.com), and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in Magical Movie Rewards confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies frequently to understand the terms and conditions that apply to Magical Movie Rewards. If you do not agree to the Terms of Use, you must stop participating in Magical Movie Rewards.

This program is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use Magical Movie Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Please read the Privacy Policy at: [www.marcustheatres.com/Privacy/](http://www.marcustheatres.com/Privacy/) carefully to understand how Marcus collects, uses and discloses information about customers.

Magical Movie Rewards is one way in which Marcus endeavors to reward and thank loyal customers for patronizing our business, and purchasing qualifying products. Registered members of Magical Movie Rewards are able to earn and accumulate "Points" that can be redeemed for program benefits, also known as "Rewards," at participating Marcus Theatre® locations and affiliated food and beverage locations, such as Zaffiro's Pizzeria, Zaffiro's Express, and Take 5 Lounges, in the U.S (each a "Participating Location" and all such location are "Participating Locations"). Marcus may change the list of Participating Locations at any time and from time to time without notice. Visit [www.marcustheatres.com/](http://www.marcustheatres.com/) to find the Participating Location nearest you.

### Join Magical Movie Rewards.

You will need a physical Magical Movie Rewards card or a digital Magical Movie Rewards card obtained through the Marcus Theatres® mobile app (both a physical card or a digital card are hereinafter referred to as a "Card") to become a registered member of Magical Movie Rewards:

- (1) You may request a physical Card at participating Marcus Theatres® locations and order online at <http://marcustheatres.com/rewards> at no cost.
- (2) Download the Marcus mobile app to your Android™ or iPhone® device. Follow the prompts to create an account and register a digital Card.

### Enroll and Register.

You will need to enroll and register your Card to receive member benefits and begin accumulating Points and Rewards. There are three (3) ways to register your Card:

- (1) You may register your Card at any Participating Location;
- (2) You may register your Card online at [www.marcustheatres.com/rewards](http://www.marcustheatres.com/rewards) or on the Marcus Theatres® Facebook page; or
- (3) You can register your Card via Marcus Theatres® mobile app by selecting loyalty signup after you download it to your mobile device.

For more information about Cards, please visit [www.marcustheatres.com/rewards](http://www.marcustheatres.com/rewards). The registration process may require that you provide the following information: username, password, email address, Card number, and card security code (CSC), birthday, name, street address, phone number, and marketing preferences. All Cards can be activated and registered for use in Magical Movie Rewards, but you may only have one (1) account that is personal to you.

### Point Accumulation Schedule.

The benefits that are available to you through Magical Movie Rewards are based on the number of “Points” that you earn. You can earn Points by registering your Card and presenting your Card prior to making purchases (each, a “Qualifying Purchase”) at Participating Locations and online at [www.marcustheatres.com/](http://www.marcustheatres.com/).

Subject to the restrictions below, you will earn Points as follows:

- (1) Fifty (50) Bonus Points on your first transaction after registering your Card.
- (2) One (1) Point for each dollar spent on (a) movie ticket purchases at a Participating Location box office (including at lobby kiosks by manually entering your Card number), online at [www.marcustheatres.com](http://www.marcustheatres.com) or through the Marcus Theatres® mobile app, and (b) concessions and food and beverage items purchased at Participating Locations; and
- (3) Twenty-five (25) Points for the purchase of a \$100 Marcus Theatres® Gift Card.

After registering your Card, you will accumulate Points commencing with the first Qualifying Purchase and will continue to accumulate Points with each additional Qualifying Purchase.

### Point Accumulation Restrictions.

The following restrictions apply to the accumulation of Points:

- (1) You will accumulate Points upon redemption of a Marcus Theatres® Gift Card, VIP or other discounted movie ticket, but not for purchases of gift cards or VIP or other discounted tickets (with the exception of the purchase of a \$100 Marcus Theatres® Gift Card, in which case you will earn twenty-five (25) Points).
- (2) You will earn Points only as provided in the Points Accumulation Schedule.
- (3) Your purchase of auditorium rentals, group shows, field trips, catering events and other similar events are not Qualified Purchases and do not qualify for Points.

- (4) If you use coupons or other special offers at the time of a Qualifying Purchase, you will earn Points in accordance with the discounted amount actually paid.
- (5) Regardless of purchase price, you may earn a maximum of one hundred (100) Points per Qualifying Purchase and one thousand (1,000) Points per day.
- (6) To maintain your Points, you must earn at least one (1) new Point during each consecutive one hundred eighty (180) day period or your Point balance will expire.

#### Rewards Dollars.

Subject to the restrictions below, as your Points accumulate, your Card will be credited with digital coupons, called "Rewards Dollars" which are stored on your Card and which, subject to the prior registration of a Card, you may redeem at Participating Locations toward the purchase of movie tickets and concession items in accordance with the following schedule: 100 Points = 5 Rewards Dollars. At one hundred (100) Points, your Points will be automatically exchanged for five (5) Rewards Dollars. The value of any Rewards Dollars will be stored on your Card. You may use your Rewards Dollars by presenting and scanning your Card at a Participating Location's box offices, concession stands, and for food and beverage items at the time of purchase.

#### Rewards Dollar Restrictions.

The following restrictions apply to Reward Dollars:

- (1) Your Card must be registered to earn and use Rewards Dollars.
- (2) You may not use Rewards Dollars to purchase gift cards, VIP tickets or for auditorium rentals, group shows, field trips, catering events or for other similar events.
- (3) You must use your Rewards Dollars at time of purchase and may not exchange Rewards Dollars for credit against a previous Qualified Purchase.
- (4) You may not use Rewards Dollars to make online purchases.
- (5) Rewards Dollars are non-transferrable and have no cash value.
- (6) You may incur taxable income in connection with earning and using Rewards Dollars as provided by law.
- (7) All of your Rewards Dollars will expire if you do not redeem or earn Rewards Dollars in any rolling 120 day period.

#### Disclaimers; limitations on liability.

PARTICIPATION IN THE PROGRAM AND RECEIPT OF ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. REWARDS DOLLARS AND ANY OTHER BENEFITS THAT MAY BE PROVIDED BY MARCUS TO YOU ARE PROVIDED ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. MARCUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED BY LAW, MARCUS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REWARDS CARD PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM (i) THE USE OR THE INABILITY TO USE POINTS AND/OR REWARDS DOLLARS OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF MEMBER'S PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO MAGICAL MOVIE REWARDS.

#### Indemnification.

You agree to release, indemnify and hold harmless Marcus from all liabilities, claims and expenses, including, without limitation, attorneys' fees, arising out of or in any way related to your breach of these Terms of Use. Further, you agree to reimburse Marcus for any Rewards Dollars or other Magical Movie Rewards benefits that were fraudulently obtained by you.

#### Amendment to Terms and Conditions.

Marcus may amend or otherwise change these Terms of Use at any time without notice or liability, even if the changes affect Point and/or Rewards Dollar quantities or values, by posting revised Terms of Use located at [www.marcustheatres.com/rewards](http://www.marcustheatres.com/rewards). Any such amendment or change will take effect immediately upon posting, unless otherwise provided. You may view the current version of these Terms of Use at any time online at [www.marcustheatres.com/rewards](http://www.marcustheatres.com/rewards). You may also obtain a copy by calling 855-289-5471. You are responsible for checking for updates to Magical Movie Rewards from time to time.

#### Cancellation of Magical Movie Rewards.

Marcus may cancel Magical Movie Rewards at any time. You will be notified of any such cancellation in the manner provided by applicable law prior to the effective date of the change. You may cancel your Card at any time by emailing a request to [rewards@marcustheatres.com](mailto:rewards@marcustheatres.com) or by contacting Marcus Theatres® guest service office at 855-289-5471. If you cancel voluntarily, you may not reactivate your Card but are eligible to open a request and register a new Card without the benefit of the previously earned Points and Rewards Dollars.

#### Governing Law.

These Terms of Use, and the respective rights and obligations of the parties are governed by and will be construed in accordance with the laws of the State of Wisconsin.

### Binding Arbitration.

Any claim or controversy arising out of or relating to these Terms of Use will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such claim or controversy will be arbitrated on an individual basis and may not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude Marcus from seeking any injunctive relief in State or Federal courts for protection of its intellectual property rights (including the rights of its licensors).

### Lost Card.

If you lose your Card or your Card is stolen, you may call 855-289-5471 or e-mail [rewards@marcustheatres.com](mailto:rewards@marcustheatres.com) to report the Card lost or stolen. Upon receipt of such a report, Marcus will deactivate the Card and mail a new one to your address on record.

### Miscellaneous.

There are no membership fees associated with Magical Movie Rewards. Points and Rewards Dollars earned under Magical Movie Rewards are promotional and have no cash value.

Your Points, Reward Dollars, registered Card, and your account under Magical Movie Rewards are personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others. You may have only one (1) Magical Movie Rewards account.

Marcus reserves the right to terminate your account and/or your participation in Magical Movie Rewards if Marcus determines in its sole discretion that you have violated these Terms of Use, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful.

Marcus also reserves the right to “unregister” and make ineligible for Magical Movie Rewards program points or Rewards any Card that has been inactive for two (2) consecutive years. Inactive is defined as no Points earned.

Marcus reserves the right to terminate, discontinue, modify or cancel the Magical Movie Rewards at any time and in its sole discretion without notice to you.

### Questions or Concerns.

You may contact Marcus with any questions or concerns regarding Magical Movie Rewards or your Card by calling Marcus Theatres at 855-289-5471 or by emailing Marcus at: [rewards@marcustheatres.com](mailto:rewards@marcustheatres.com).