

## **LandShark Bar & Grill Dining Rewards Program Terms and Conditions**

1. The LandShark Bar & Grill Dining Rewards Program is a program that rewards our guests with points for their purchases. Reward members receive points for qualifying restaurant transactions (\$1=1 point) by texting your dining check number to the appropriate location's phone number. Once a guest earns 150 points, these points will be redeemed for a \$10 reward. Members also receive special offers.
2. You must be eighteen (18) years or older to become a LandShark Bar & Grill Dining Rewards Program member.
3. The purchase is not necessary to get a LandShark Bar & Grill Dining Rewards Program membership. By texting your first check number to the appropriate locations number, you will be automatically enrolled or you can text JOIN to the appropriate location phone number at any time to enroll. As a bonus, you will earn 75 bonus points just for joining the program.
4. Only one active membership per person at a time is allowed. The LandShark Bar & Grill Dining Rewards Program is intended for individual use only.
5. You must have a valid mobile number and device to qualify.
6. Upon becoming a LandShark Bar & Grill Dining Rewards Program member, eligible guests are subject to these Terms & Condition.
7. LandShark Bar & Grill Dining Rewards Program rewards can be applied to qualifying purchases at the following LandShark Bar & Grill locations only: Atlantic City, Branson, Daytona and Myrtle Beach. Points are credited to your account when providing your LandShark Bar & Grill Dining Rewards Program information to the designated recipient, which may be your server, manager or to the program website at [www.forgotmypoints.com](http://www.forgotmypoints.com).
8. Points will not be issued for the purchase of retail items, alcoholic beverages, gift cards, rewards, discounts, promotions, tax or tip.
9. Points are awarded only to the LandShark Bar & Grill Dining Rewards Program member who pays the check. Points will not be issued for the purchase of gift cards. However, if the recipient is an active LandShark Bar & Grill Dining Rewards Program member, points will be issued when the member uses the gift card on qualifying purchases at our LandShark Bar & Grill location.
10. LandShark Bar & Grill reserves the right, at its sole discretion, to terminate the LandShark Bar & Grill Dining Rewards Program, and to amend, limit, modify or add to the terms and conditions, including but not limited to imposing time limits and changes in point values, rewards and reward levels, all without prior notice, at any time.
11. Except where required by law, points have no cash value and are surrendered for award redemption only.
12. To qualify for points on a catered event or banquet function, you must be an active LandShark Bar & Grill Dining Rewards Program prior to booking the event and the member must be the individual paying for the event. Points will not be issued for room rental or service charges. Limit 500 points per event or banquet function.
13. LandShark Bar & Grill may engage in periodic audits of a member's account. LandShark Bar & Grill reserves the right to discontinue membership privileges and/or void all or a portion of a member's point balance if the points have been issued, received or redeemed through computer error, fraud or theft, through illegal means or in a

manner not authorized by the Terms and Conditions or in other legal or equitable remedy which may be available for the LandShark Bar & Grill Dining Rewards Program under applicable law.

14. Accumulated points are not member property and may be revoked, canceled, limited or modified at any time, even though such action may affect a member's right to previously accumulated points.
15. LandShark Bar & Grill will not disclose the information that you provide in connection with your membership in the LandShark Bar & Grill Dining Rewards Program to anyone else but may use your information and other members' information internally and externally as part of its marketing research.
16. LandShark Bar & Grill Dining Rewards Program points and rewards are not transferable.
17. Federal and state tax liabilities are the sole responsibility of the LandShark Bar & Grill Dining Rewards Program member.
18. LandShark Bar & Grill employees and family members or people living in the same household of LandShark Bar & Grill employees are not eligible to participate in the LandShark Bar & Grill Dining Rewards Program.
19. LandShark Bar & Grill is not responsible for points or awards lost due to fraudulent or unauthorized use, including fraud caused by lost or stolen membership. LandShark Bar & Grill and each of its affiliates are not responsible for any negligence, claims, liability, injury, property loss or other damage of members or other third parties arising from or in connection with the use/misuse of rewards and/or participation in the LandShark Bar & Grill Dining Rewards Program.
20. The LandShark Bar & Grill Dining Rewards Program is subject to applicable state, federal and local laws and regulations.
21. These Terms and Conditions shall be governed by, subject to, and construed in accordance with the laws of state of Florida, United States of America, excluding all conflict of law rules. If any provision(s) of these Terms and Conditions are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect. To the extent permitted by law, the right to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the LandShark Bar & Grill Dining Rewards Program are hereby excluded, and all members expressly waive any and all such rights.
22. By becoming a member of the LandShark Bar & Grill Dining Rewards Program, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the LandShark Bar & Grill Dining Rewards Program will be decided by binding arbitration. All disputes between you and LandShark Bar & Grill and/or its affiliates of whatsoever kind or nature arising out of these Terms and Conditions shall be submitted to judicial arbitration under its rules then in effect in the Florida, USA area before one (1) arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.