

PERKS + REWARDS LOYALTY PROGRAM

TERMS AND CONDITIONS

Perks + Rewards is our way to reward and thank our loyal customers for their business. Members of Perks + Rewards can earn and accumulate “Points” that are exchanged for “Pre-paid Vouchers”, hereto referred to as “Digital Dollar Rewards”. Digital Dollar Rewards may be redeemed at any O’Neil Cinemas and Backstage Lounge & Bistro location.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, USING, OR OTHERWISE PARTICIPATING IN THE PERKS + REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AS THEY MAY BE CHANGED FROM TIME TO TIME. YOU SHOULD REVIEW THESE TERMS AND CONDITIONS AND RELATED POLICIES FREQUENTLY TO UNDERSTAND THE TERMS AND CONDITIONS APPLICABLE TO YOUR PARTICIPATION IN PERKS + REWARDS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

Privacy Policy

Please read our Privacy Policy at <https://oneilcinemas.com/privacy-policy> carefully to understand how O’Neil Cinemas collects, uses, and discloses information about customers, including through your participation in our Perks + Rewards program.

Joining Perks + Rewards.

All U.S. residents aged 13 or older are eligible to join our Perks + Rewards program. You may only have one (1) Perks + Rewards account that is personal to you. Perks + Rewards 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 participate in Perks + Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. There are no membership fees associated with our Perks + Rewards program.

Members of our preexisting O’Neil Cinemas (“OC”) Loyalty Club will use their physical OC Loyalty Club card. New members will use a virtual Perks + Rewards card obtained through the O’Neil Cinemas website or app. Customers must use a

O’Neil reserves all rights to copyright and trademark ownership of its physical marketing and digital marketing materials at the Perks + Rewards website page and will enforce such rights to the full extent of the law.

valid email address to register. Both a physical card and a virtual card are referred to as a "Card"

There are two (2) ways to complete your profile:

- Visit our website:
Epping Location
 - <https://oneilcinemas.com/epping-nh/perks-and-rewards/rewards/>Littleton Location
 - <https://oneilcinemas.com/littleton-ma/perks-and-rewards/rewards/>
- O'Neil Cinemas app coming soon!

To complete your profile, you are required to provide the following information: first name, last name, gender (optional), mailing address, email address, birthday, and phone number. Information gathered will be used in accordance with our Privacy Policy at <https://oneilcinemas.com/privacy-policy>.

Earning Points.

Perks + Rewards members earn **more** points when completing your profile. The card must be presented prior to making purchases at participating locations and online at www.oneilcinemas.com. After issuing your Card, you will accumulate points commencing with the first qualifying purchase and will continue to accumulate points with each additional qualifying purchase.

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

Tier 1 – Movie Lover

- 1 point per \$1 spent

Tier 2 – Film Buff

- 1 point for every \$1 spent
- 1.5x points on Wednesdays

Tier 3 – CineMaster

- 1 point per \$1 spent
- 2x points on Mondays & Wednesdays

The following restrictions apply to the accumulation of points:

- Your purchase of gift cards and other similar products are not qualified purchases and do not qualify for points.
- 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.
- To maintain your tier status, you must earn at least one (1) new point during any consecutive six-month (6) month period, or you will be dropped down to the previous tier.

Subject to the restrictions below, as your points accumulate, your member account will be credited with Digital Dollar Rewards, which, subject to the prior registration of your Card, you may redeem at participating locations toward the purchase of movie tickets, concession items, and other food or beverage purchases.

The Digital Dollar Rewards will be automatically loaded into your Perks + Rewards account. You may use your Digital Dollar Reward by:

- Providing your name or email address to the cashier, bartender, or server.
- Presenting and scanning your Perks + Rewards Card at the box office, concession stand, and/or Backstage Lounge.
- On the O'Neil Cinemas app as well as online at www.oneilcinemas.com when purchasing tickets.

You must be logged into your Perks + Rewards account at time of purchase.

You will earn Rewards based on the following point thresholds:

Digital Dollar Rewards:

Tier 1 – Movie Lover

- Receive a \$5 Digital Dollar Reward for each 100 points earned.

Tier 2 – Film Buff

- Receive a \$5 Digital Dollar Reward for each 75 points earned.

Tier 3 – CineMaster

- Receive a \$5 Digital Dollar Reward for each 50 points earned.

The following restrictions apply to Digital Dollar Rewards:

- Your Card must be registered to earn and use Digital Dollar Rewards.

- Your ability to use Digital Dollar Rewards to purchase alcoholic beverages may be limited by applicable law.
- You must use your Digital Dollar Rewards at time of purchase and may not exchange Digital Dollar Rewards for credit against a previous qualified purchase.
- Digital Dollar Rewards are non-transferrable and have no cash value.
- You may incur taxable income in connection with earning and using Digital Dollar Rewards as provided by law.
- Digital Dollar Rewards do not expire.
- Additional fees will be charged for 3D, DLX, and DBOX formats.

Other Benefits.

You may receive other benefits by participating in Perks + Rewards, such as waiver of service charges in connection with online and other member-only promotions and offers. All Perks + Rewards benefits are subject to change at any time without notice. You may also receive email communications from authorized third-party partners that help us provide membership benefits or offers directly to our members. You may opt-out of these emails by clicking on the unsubscribe link provided in such emails.

Disclaimers; Limitations on Liability.

PARTICIPATION IN PERKS + REWARDS AND RECEIPT OF ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. DIGITAL DOLLAR REWARDS AND ANY OTHER BENEFITS THAT MAY BE PROVIDED BY O'NEIL CINEMAS TO YOU ARE PROVIDED ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. O'NEIL CINEMAS 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, O'NEIL CINEMAS 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 O'NEIL CINEMAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM (i) THE USE OR THE INABILITY TO USE POINTS AND/OR DIGITAL DOLLAR REWARDS OR PROGRAM BENEFITS; (ii) MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF A MEMBER'S PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO PERKS + REWARDS.

Indemnification.

You agree to release, indemnify, and hold O'Neil Cinemas harmless 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 and Conditions. Further, you agree to reimburse O'Neil Cinemas for any Digital Dollar Rewards or other Perks + Rewards benefits that were fraudulently or inappropriately obtained by you in O'Neil Cinemas sole determination.

Amendment to Terms and Conditions.

O'Neil Cinemas may amend, modify, or otherwise change these Terms and Conditions at any time without notice or liability, even if the changes affect Point and/or Digital Dollar Rewards quantities, values and earning or redemption opportunities, by posting revised Terms and Conditions located at:

Epping Location

- www.oneilcinemas.com/epping-nh/perks-and-rewards/terms/

Littleton Location

- www.oneilcinemas.com/littleton-ma/perks-and-rewards/terms/

O'Neil Cinemas may change the list of Participating Locations at any time and from time to time without notice. Any such amendment or change will take effect immediately upon posting, unless otherwise provided, and you waive any right you may have to receive specific notice of such amendments, modifications, or changes.

You may view the current version of these Terms and Conditions at any time online at:

Epping Location

- www.oneilcinemas.com/epping-nh/perks-and-rewards/terms/

Littleton Location

- www.oneilcinemas.com/littleton-ma/perks-and-rewards/terms/

Visit oneilcinemas.com to find the participating location nearest you. You are responsible for checking for updates to Perks + Rewards program rules from time to time.

Cancellation of Perks + Rewards

O'Neil Cinemas may cancel Perks + 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 loyalty@oneilcinemas.com. If you cancel voluntarily, you may not reactivate your Card but are eligible to obtain and register a new Card without the benefit of the previously earned points and Digital Dollar Rewards.

O'Neil Cinemas may terminate your account and/or your participation in Perks + Rewards if O'Neil Cinemas determines in its sole discretion that you have violated these Terms and Conditions, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent, or otherwise unlawful.

O'Neil Cinemas also reserves the right to "unregister" and make ineligible for Perks + Rewards program points or Digital Dollar Rewards that has been inactive for two (2) consecutive years. Inactive is defined as no points earned.

Governing Law.

These Terms and Conditions, 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 Massachusetts and State of New Hampshire.

Binding Arbitration.

Any claim or controversy arising out of or relating to these Terms and Conditions must 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 does not preclude O'Neil Cinemas 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 e-mail loyalty@oneilcinemas.com to report the Card lost or stolen. Upon receipt of such a report, O'Neil Cinemas will deactivate the Card and issue a new one to your email address on record. In some instances, a new account number may need to be given. O'Neil Cinemas is not responsible for any unauthorized redemption of Digital Dollar Rewards prior to receiving notification that the Card has been lost or stolen.

Miscellaneous.

These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with O'Neil Cinemas for products, services, or otherwise.

The Perks + Rewards program is operated by O'Neil Cinemas, or its subsidiaries, licensees, and affiliated companies (collectively, "O'Neil Cinemas").

Points and Digital Dollar Rewards earned under Perks + Rewards are promotional and have no cash value.

For a list of FAQ, please visit:

Epping Location

- www.oneilcinemas.com/epping-nh/perks-and-rewards/faqs/

Littleton Location

- www.oneilcinemas.com/littleton-ma/perks-and-rewards/faqs/

Questions or Concerns.

You may contact O'Neil Cinemas with any questions or concerns regarding Perks + Rewards program or your Card by emailing loyalty@oneilcinemas.com