

Terms and Conditions

Blackhawk CenterCal, LLC Rewards Card Loyalty Program

By applying for the Blackhawk Plaza rewards card loyalty program (“**Loyalty Program**”) you agree to be bound by and comply with the following terms and conditions of use. The terms "we," "us," and "our" mean Blackhawk (as defined below) and "you" and "your" mean anyone who has received the Loyalty Card (as defined below) or is authorized to use it.

I. General:

Membership in the Loyalty Program and its benefits are offered at the sole and absolute discretion of Blackhawk CenterCal, LLC, its affiliates, agents and employees (collectively, "**Blackhawk**"). Participation in the Loyalty Program is subject to these terms and conditions, which may be amended, modified and supplemented from time to time without notice to you. Blackhawk reserves the right to cancel the Loyalty Program at any time with or without notice. Any such amendments, modifications, supplements or cancellations may affect the value of points accumulated and you may not rely upon the continued availability of any reward. The Loyalty Program is governed by and to be construed in accordance with the laws of California. Membership and application of membership awards are void where prohibited by law. The interpretation of these terms and conditions shall be in the sole and absolute discretion of Blackhawk.

II. Application:

To become a member of the Loyalty Program, individuals should visit the Concierge at 4020 Blackhawk Plaza Circle, Danville, CA 94506 to complete the application for the Loyalty Program. Upon completion of the application, members will each be assigned their personal loyalty rewards number and card ("**Loyalty Card**") and become eligible to receive loyalty reward points. Blackhawk reserves the right to close any accounts if no points are accrued during a 12-month period and any points accumulated may be deemed canceled. Only individuals over the age of 18 are permitted to enroll and become members in the Loyalty Program. Members are responsible for keeping Blackhawk informed of any changes to membership status. Changes to a member's name and address should be provided to Blackhawk through the Concierge. Upon enrollment in the Loyalty Program, members will receive an e-mail with further directions regarding the use of the Loyalty Program, which can be used to track the accumulation and redemption of points, as well as provide information on membership status. In addition, members may check the available balance of their Loyalty Card and view due rewards by visiting the Concierge or going online to www.blackhawkrewards.com.

III. Accumulation of Points:

Members earn one point for every dollar spent at a Blackhawk Plaza retailer, restaurant or entertainment venue. Members are responsible for ensuring that points are properly credited. Requests to receive points should be made within the calendar year in which the points were earned. Members may not have negative accounts. Negative accounts are subject to

cancellation, without further opportunity to enroll in the Loyalty Program. Members should contact the Concierge directly in the event any errors appear in the member's account statement. Any questions regarding a member's points and benefits should be directed to the Concierge.

IV. **Redemption of Points:**

Redemption of points for the Loyalty Program are further governed by the terms and conditions of participating retailers. To see a current list of participating retailers, visit www.blackhawkplaza.com. Rewards change quarterly and members should redeem rewards in a timely manner. Members acknowledge that the list of participating retailers and award availability are subject to change from time to time. Members agree that Blackhawk is not responsible for the services or merchandise received through the Loyalty Program or for any damages resulting directly or indirectly from the use of the Loyalty Card. In the event a member has a problem with a reward received from a participating retailer, the member should contact such retailer directly. Any rewards received through the Loyalty Program may be subject to tax liability, which shall be the sole responsibility of the member. In the event of fraud or misuse of the Loyalty Program, Blackhawk reserves the right to take appropriate legal action and any points accumulated and the members right to participate in the Loyalty Program shall be canceled without further opportunity to enroll in the Loyalty Program. Accrued loyalty rewards points are for the benefit of the member only and do not constitute the property of the member. The Loyalty Card and any points thereon may not be transferred. In the event a Loyalty Card is transferred, Blackhawk may cancel the card and any rights a member may have under the Loyalty Card. The Loyalty Card and any points thereon may not be refunded or exchanged for cash, cash equivalent (such as money orders or traveler's checks), or credit.

V. **Privacy Policy:**

Blackhawk respects the privacy of the members of the Loyalty Program and does not share members' addresses or contact information with other companies for them to market their own products and services. As part of becoming a member of the Loyalty Program, members consent to receive marketing materials from Blackhawk and its affiliated entities. In addition, members may receive e-mails from Blackhawk on behalf of third parties. Members may opt out of receiving such materials by visiting or calling Concierge. Blackhawk may disclose information to third parties about the transactions a member makes in order to (a) complete transactions, (b) utilize services of third parties who assist Blackhawk in providing the Loyalty Card and related services, (c) to comply with government agencies or court order, or (d) as permitted by applicable law.

VI. **Liability:**

Members must address any disputes involving the redemption of points directly with the retailer involved. Blackhawk is not responsible or liable for (a) any interruption in service of the Loyalty Program, (b) the quality, safety, legality, or any other aspect of any goods or services received from any retailer with the Loyalty Card, (c) any refusal by a retailer to honor the Loyalty rewards, or (d) any problems a member may have with a retailer. Refunds and returns

of any reward obtained through the Loyalty Card are subject to the retailer's policies or applicable laws. BLACKHAWK EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS OR AVAILABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL BLACKHAWK BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LOYALTY PROGRAM OR THE LOYALTY CARD OR ANY SUCH OTHER PRODUCTS AND SERVICES, EVEN IF BLACKHAWK OR A BLACKHAWK AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VII. Lost or Stolen Loyalty Cards:

Members are responsible for informing the Concierge if their Loyalty Card is lost or stolen. Members should report lost or stolen Loyalty Cards immediately to the Concierge, who will issue members a new Loyalty Card identification number. If a member's Loyalty Card is lost or stolen, the member is liable for any transactions that occur with the Loyalty Card before the card is reported lost or stolen. Members may also remain liable for transactions that occur after the card is reported lost or stolen unless such member cooperates with any investigation regarding the theft or loss to the extent Blackhawk may request.

VIII. Arbitration:

By becoming a member of the Loyalty Program each member has consented that any Claims (as defined below) that arise between a member and Blackhawk will be settled through binding arbitration. By consenting to arbitration, members have waived the right to litigate in court or have a jury trial. Claims that a member may have in court may be unavailable or limited by arbitration, including any appeal rights. Anything in this Section to the contrary notwithstanding, members shall not be precluded from filing and pursuing any Claims in small claims court so long as that Claim is pending only in that court. As used herein, the term "**Claim**" shall mean and include any claim, dispute, or controversy of every kind and nature, whether based in law or equity, between a member and Blackhawk arising from or related to the Loyalty Card, the Loyalty Program or these Terms and Conditions, including the validity, enforceability or scope of this Arbitration provision. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Loyalty Card or the Loyalty Program, if and only if, such third party is named as a co-party with either the member or Blackhawk (or files a Claim with or against a member or Blackhawk) in connection with a Claim asserted by a member or Blackhawk against the other. Upon election by a member or Blackhawk, any Claim shall be determined by arbitration administered by either the National Arbitration Forum ("**NAF**") or the American Arbitration Association ("**AAA**") in accordance with this Arbitration provision and the code of procedures (the "**Code**") of either the NAF or AAA that is in effect at the time of the arbitration, except to the extent the Code conflicts with this Arbitration section or the Terms and Conditions. If you object to our arbitration administrator selection, you may, within 30 days of receipt of notice of our election, select the other organization. For a copy of the procedures, to file a Claim or for other information contact

(1) NAF, P.O. Box 50191, Minneapolis, Minnesota 55404, www.arbitration-forum.com; or (2) AAA, 335 Madison Avenue, New York, NY 10017, www.adr.org. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on basis involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between each individual member and Blackhawk. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Members hereby waive any and all rights to bring any Claim in any forum beyond two (2) years after the first occurrence of the kind of act, event, condition or omission upon which the Claim is based. If any provision(s) of these Terms and Conditions are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The failure by Blackhawk to exercise rights granted to Blackhawk hereunder upon the occurrence of any of the contingencies set forth in this agreement will not constitute a waiver of such rights upon the recurrence of such contingency.