

Galaxy Theatres Rewards Program Terms and Conditions

Last Updated: January 30, 2024

These Galaxy Theatres Rewards Program Terms and Conditions, as they may be amended from time to time (the “Rewards Program Terms”) govern the Galaxy Theatres Rewards Program (the “Rewards Program”) offered and provided by Galaxy Theatres LLC, a California limited liability company (“GT”, “Company”, “we,” or “us”).

Your enrollment in, participation in, use of, and/or enjoyment of any membership or related benefits (“Account”, “Membership”, or “Membership Account”) in the Rewards Program at any time subjects you (“you”, “your”, “Member”) to the provisions of these Rewards Program Terms.

Certain aspects of Membership, including maintaining a Member Account, may involve the use of GT’s services, website (including all areas of the site), applications and software provided online and made available offline through or in connection with the service, including through a mobile device (collectively, the “Service”). Your use of the Service is subject to our [Terms of Use](#), which are incorporated into these Rewards Program Terms by reference. Capitalized terms not otherwise defined in these Rewards Program Terms have the meanings set forth in the [Terms of Use](#).

These Rewards Program Terms are supplemental to the [Terms of Use](#). In the event of a conflict between these Rewards Program Terms and the [Terms of Use](#), and such conflict relates to, concerns, derives from, and/or involves the Rewards Program, these Rewards Program Terms will control.

These Rewards Program Terms, including all documents referenced and linked to herein, represents the entire understanding between us and any Member with respect to the Program.

We reserve the right to amend these Rewards Program Terms at any time and without notice, even though such amendments and changes may affect benefits and rewards earned prior to such changes. If we do make changes to these Rewards Program Terms, we will post the amended Rewards Program Terms on this page and indicate at the top of the page the date Rewards Program Terms were last revised. It is your responsibility to check for updates. Updates are applicable to all Members, including Members with Memberships established prior to the updates, except as may be prohibited by law. Your continued use of the Rewards Program after any such changes constitutes your acceptance of the new Rewards Program Terms.

1. Membership

- a. **Sign-up.** You can become a Member by completing our Rewards Program [Sign Up Form](#) on the Service, or at the guest services counter at your local Galaxy Theatres location. You are required to provide your name, email address, and zip code at sign-up.
- b. **Eligibility.**

- i. **Natural persons only.** Memberships are for individuals only. There are no corporate or entity memberships. For clarity, Membership is not available to organizations, companies, legal entities, associations or groups, such as businesses, non-profits, schools, churches, and the like.
- ii. **Age and Residency Requirements.** You must be a resident of the United States and at least 13 years of age or older to become a Member. If you at least 13 but are under 18 years of age, you must have the consent of a parent or legal guardian to join the Rewards Program, and you represent and acknowledge that you have obtained such permission from a parent or legal guardian. Pursuant to our [Privacy Policy](#), Galaxy Theatres does not knowingly collect information from individuals under 13 years of age. If you are a parent, legal guardian or other person and become aware of information collected from an individual under 13 years of age, please contact us at privacy@galaxytheatres.com or via our [Contact Us](#) form on the Service.
- c. **Usage.** Memberships are for non-commercial use only. Membership is valid at participating Galaxy Theatres in the United States. Membership Accounts are limited to one per person, in accordance with our [Terms of Use](#). You are solely responsible for maintaining the confidentiality of your Account password, and any and all use of your account You are solely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another registered user at any time or to disclose your password to any third party. You agree to notify GT immediately if you suspect any unauthorized use of your Account or access to your password. You must notify GT immediately of any breach of security or unauthorized use of your Account. Although GT will not be liable for your losses caused by any unauthorized use of your Account, you shall be liable for the losses of GT or others due to such unauthorized use.
- d. **No Transferability.** Membership Accounts, and the benefits, points, special offers, and rewards provided thereto, are non-transferable, non-assignable, and are personal to the individual Member for the life of such Member only. Accumulated points, rewards, or special offers do not constitute property of the Member and may not be designated as part of an estate plan to heirs or distributed as an asset in whole or in part in connection with a marital dissolution or divorce. Any attempted transfer, assignment or sale of a Membership is expressly prohibited, null and void.
- e. **Communications.** By enrolling in the Rewards Program, Members agree to receive advertising, marketing materials and other Rewards Program communications, unless you have elected not to receive such promotional messages.
- f. **Notice of Financial Incentive.** Your decision to join the Rewards Program is entirely voluntary. As detailed in our [Privacy Policy](#), in exchange for the benefits we provide under the Rewards Program, we may share your information with third party advertisers and marketers who wish to provide offers to our Members. Rewards, discounts,

promotions, and offers generally are determined by your engagement with GT and our partners and your inferred interests based on such engagement.

2. Benefits. The Rewards Program entitles Members to earn points, obtain rewards, and receive special offers and other benefits.

a. Earning Points. Rewards Program Members will receive one point for every one United States dollar spent on Eligible Purchases (as defined below) at participating Galaxy Theatres. To earn points, Members must present or enter their Rewards Program account number during box office and concession stand transactions, when purchasing movie tickets at an in-theatre kiosk, or when purchasing movie tickets and/or other eligible products on our Service. There is no limit as to how many points Members can accrue.

b. Attribution of Points. When you engage in Eligible Purchases, corresponding point values will be posted to your Member Account. Points are awarded based upon the nearest whole dollar spent on Eligible Purchases; purchases including up to forty-nine percent of one dollar (i.e., \$0.49) are rounded down for point attribution, while purchases of fifty percent of one dollar (i.e., \$0.50) and above are rounded up for point attribution.

Example: If a Member's Eligible Purchase was for \$14.25, the Member would receive 14 points on such transaction.

Example: If a Member's Eligible Purchase was for \$14.55, the Member would receive 15 points on such transaction.

c. Availability of Points. The awarding of points to a Member's Account depends on the Eligible Purchase made. Points for concession stand purchases will be awarded to the Member's Account within twenty-four (24) hours of purchase provided the Member utilizes their Account number at the time of purchase. Points for all movie ticket purchases made at box office, kiosk, or online on the Service will be placed into a pending status and awarded on the business day following the showtime of the purchased ticket(s).

d. Eligible Purchases. The following items and products, when purchased by Member, are eligible for points under the Rewards Program (each, an "Eligible Purchase", and collectively, "Eligible Purchases"):

- Movie tickets purchased at a theatre box office or kiosk.
- Movie tickets purchased online on our Service.
- Concessions purchased at a theatre or online via our Service.

e. Ineligible Purchases. The following items are not eligible for earning points under the Rewards Program:

- Additional Fees: convenience fees, service fees, and/or delivery fees charged on purchased items.

- Discount Tickets: Pre-paid discount or bulk sale movie tickets.
- Gift Cards purchased at a theatre or on our Service.
- Gratuities: Any tips you pay to Galaxy Theatre employees.
- Promotions/Special Offers/Special Events: Free or reduced price tickets.
- Ticket Refunds: Any purchases you make which are subsequently refunded. In the event Member was awarded points for such purchase, such points will then be deducted from your account balance.
- Taxes on purchases, such as sales tax.
- Theatre rentals or other private events.

f. Missing Point Adjustments. In the event a Member is unable to or fails to provide their Membership Account number when making an Eligible Purchase, or the Service is inaccessible during such purchase, Member may present their original movie ticket stubs or purchase receipts at a Galaxy Theatres location or [Contact Us](#) and provide applicable records of the Eligible Purchase, within thirty (30) calendar days of the transaction. Upon verification, we will credit appropriate points to your Account. Galaxy Theatres reserves the right to refuse to make such adjustments in the event we suspect fraud or other prohibited actions. Members will not be credited retroactively for purchases made prior to the establishment of their Membership.

g. Point Rewards. Upon earning certain amounts of points, Members are eligible to receive certain awards. Award milestones are as follows:

- 100 points: \$5 off a concession item (excluding alcohol)
- 150 points: Regular 2D Movie Ticket (or can upgrade to another type of movie by paying the difference)
- 200 points: DFX, Sony Digital Cinema, or 3D Movie Ticket
- 350 points: IMAX Movie Ticket
- 400 points: D-Box Ticket

Once the designated points amounts are achieved, such rewards are available at Member's election for use. For example, if a Member earns 100 points, the Member can redeem the points for the concession discount as detailed above or defer redemption until Member earns additional points corresponding to other awards. Members can continue to accumulate points, and there is no limit as to how many points Members can accrue. Rewards have no cash value. GT is not responsible for the use or redemption of points for rewards from an Account that has been lost, stolen, or otherwise used without Member's permission.

h. Birthday Rewards. If Member provided a date of birth in their Member Account profile, and such Member has agreed to receive email communications from us, Member will be eligible to receive a "birthday gift" of a free Galaxy Theatres movie ticket. Member must be subscribed to our email communications prior to Member's birthday date in order to receive such awards; in the event Member unsubscribes or has opted-out of our promotional email messages, Member will not be eligible for the birthday gift. The free birthday movie ticket will be issued on the Member's birthday date, and . such

free movie ticket reward is applied to the Member Account upon issuance of the corresponding email message from us. The movie ticket reward is valid and available for use for a period of thirty (30) days from the date of issuance at which time it will expire. New enrollments must be active for at least one calendar day before the Member is eligible to receive the birthday gift.

- i. Discounts.** Rewards Program Members are eligible to receive special discounts, such as reduced pricing on Tuesdays at participating Galaxy Theatres locations. If offered, such discounts vary by location, and apply to full-price tickets for shows screening on Tuesdays only. Certain exclusions, including for premium formats (IMAX, 3D, etc.) are excluded. Please consult your local theatre for what discounts, if any, are offered, as they vary by location.
- j. Offers.** If a Member has opted in to receive our email promotional messages, the Member may receive these additional opportunities:

 - **Presales.** Members will be notified of new movies and from time to time be provided with an opportunity to purchase movie tickets for such events in advance of such tickets being offered to the general public.
 - **Screenings.** Members will be notified of special “Members Only” exclusive screenings at select theatres in certain locations and from time to time be provided with an opportunity to obtain movie tickets for such events.
 - **Sweepstakes.** From time to time, Galaxy Theatres may sponsor sweepstakes whereby Members may receive automatic and/or special entries. Each sweepstakes, if offered, is subject to its own set of terms and conditions which will be posted on the Service and at participating Galaxy Theatres locations.
 - **Concessions Offers.** From time to time, our email messages may offer Members special offers on concessions, which shall be detailed in such messages.
 - **Points Bonuses.** From time to time, select locations may offer points bonuses to Members as an incentive, e.g., to see certain movies or to visit certain locations on certain dates. These offers shall be detailed in such messages and may require the Member to register for such promotion.
- k. Award Redemption.** A Member may redeem their earned rewards on our Service or at participating Galaxy Theatres locations. Available awards, when applied towards a purchase, will be treated as a discount. Members may elect when to apply their rewards by either selecting the available rewards when purchasing items on the Service, or by providing Galaxy Theatres personnel with their Rewards Program account number at the theatre box office or concession stand as applicable and instructing such personnel to apply their rewards to the purchase. Any unused rewards and/or rewards values will be available for future purchases, subject to certain restrictions and exclusions which may apply.
- l. Taxes.** All benefits, rewards, special offers, and other benefits received by the Member are treated by Galaxy Theatres as discounts for tax purposes. Points, rewards, special

offers, and other benefits may be taxable to the Member where required by law. It is Member's sole responsibility to determine his/her tax obligations in connection with Membership.

- m. Restrictions.** Benefits, points, special offers, and rewards have no cash value, are not gift certificates or gift cards, and may not be made available for resale, and may not be redeemable for cash under any circumstances unless required by applicable law.
- n. Waiver.** By participating in the Rewards Program, you waive any and all rights to bring any claim or action related to the Rewards Program and/or your Membership Account beyond one (1) year after the first occurrence of the act, event, condition, or omission upon which your claim is based.

3. Program Administration.

- a. Governing Law; Disputes.** These Program Rules are governed by the laws of the State of California. All disputes hereunder are to be resolved in accordance with the procedures set forth in the [Terms of Use](#).
- b. Account Review.** GT reserves the right to audit or inspect your Account at any time. In the event we determine, in our sole discretion, that you have accrued or redeemed points or rewards through fraud or abuse, GT may terminate your Membership as set forth in Section 4 below in addition to pursuing any other rights available to GT at law or in equity. You agree to reimburse GT for any rewards, prizes, or merchandise fraudulently obtained by you.
- c. Release.** By participating in the Rewards Program, you agree to release GT, its affiliates, divisions, related companies, third-party prize/reward providers and suppliers, and agents, and the respective officers, directors, owners, representatives, agents and employees of any of the foregoing (each, a "Released Party" and together the "Released Parties"), from any and all losses, liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees), including without limitation property damages, personal injury, and/or death, arising from or related to the Rewards Program, including, without limitation, (a) the collection, redemption, revocation, or deletion of points, (b) the issuance of rewards, reward certificates, reward vouchers and the use of rewards, (c) the revocation of rewards, reward certificates, reward vouchers and the use of rewards, (d) the suspension, termination, or modification of your Membership Account, and (e) the suspension, modification, or termination of the Rewards Program or any reward or special status programs therein.
- d. Disclaimer.** THE REWARDS PROGRAM, MEMBERSHIP, AND ALL POINTS, REWARDS, PRIZES, MERCHANDISE, SWEEPSTAKES AND SWEEPSTAKES ENTRIES, AND OTHER PRODUCTS AND SERVICES PROVIDED BY, THROUGH OR IN CONNECTION WITH THE REWARDS PROGRAM ARE PROVIDED AND MUST BE ACCEPTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. THE RELEASED PARTIES MAKE NO

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE REWARDS PROGRAM, MEMBERSHIP, OR ANY POINTS, REWARDS, PRIZES, MERCHANDISE, SWEEPSTAKES OR SWEEPSTAKES ENTRIES, OR OTHER PRODUCTS AND/OR SERVICES PROVIDED BY, THROUGH OR IN CONNECTION WITH THE REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. YOUR PARTICIPATION IN THE REWARDS PROGRAM IS VOLUNTARY AND AT YOUR SOLE RISK.

- e. **Limitations of Liability.** UNDER NO CIRCUMSTANCES SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE REWARDS PROGRAM OR YOUR PARTICIPATION THEREIN, INCLUDING, WITHOUT LIMITATION, ANY POINTS, REWARDS, PRIZES, MERCHANDISE, SWEEPSTAKES AND SWEEPSTAKES ENTRIES, AND OTHER PRODUCTS AND SERVICES PROVIDED BY, THROUGH OR IN CONNECTION WITH THE REWARDS PROGRAM. GT'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF, RELATED TO, AND/OR IN CONNECTION WITH THE REWARDS PROGRAM, INCLUDING POINTS, REWARDS OR PRIZES WILL BE LIMITED TO THE APPROXIMATE RETAIL VALUE OF THE APPLICABLE REWARD(S) OR PRIZE(S) DURING THE PERIOD OF TWELVE (12) MONTHS FROM THE DATE YOUR ALLEGED CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF THE RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, THE RELEASED PARTY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

- f. **Indemnification.** You agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) that arise out of, are related to, and/or are in connection with your violation of these Program Terms or applicable laws, rules, and regulations.

4. Membership Termination.

- a. **Voluntary.** You may cancel your Membership at any time via your Account preferences on the Service or by providing written notice to privacy@galaxytheatres.com. Any accrued points and/or awards must be redeemed prior to Account cancellation or such points and/or rewards will be forfeited.

- b. Inactivity.** If a Member does not have any purchase activity on their Account for a period of twenty-four (24) months, GT reserves the right to cancel your Account.
- c. Termination by Galaxy Theatres.** GT may terminate a Membership, without notice, for any reason in our sole discretion, including without limitation, for (i) our belief that a Member has violated these Rewards Program Terms and/or the intent thereof, (ii) the Member has engaged in fraud (e.g., making excessive, repetitive, or large Eligible Purchases to accumulate points, and then seeking refunds for such transactions after awards are allocated pursuant to those transactions), (iii) abusive, vulgar, violent, or unlawful behavior by the Member at any of our Galaxy Theatres locations or via the Service, and/or (iv) our belief that such Member's continued use of such Membership would violate applicable law.
- d. Effect of Termination.** Upon termination, all points and rewards accrued under a Membership will become null and void.