

## **Rewards Program Terms and Conditions**

We encourage you to read the following terms and conditions carefully:

## **General Conditions**

- 1. COPPERLEAF REWARDS Membership and its benefits are offered at the discretion of Cedarbrook Lodge and Copperleaf Restaurant and Bar (collectively, "Copperleaf"), and Copperleaf has the right to terminate the Program or to change the Program Rules, Regulations, Benefits, Conditions of participation or award levels, in whole or in part, at any time, with or without notice, even though changes may affect the value of the points already accumulated. Copperleaf may, among other things, withdraw, limit, modify or cancel any award; increase the points or number of points required for any award; modify or regulate the transferability of awards or benefits; add an unlimited number of blackout dates; or limit the number of awards available to any or all destinations. Members, in accumulating points, may not rely upon the continued availability of an award or award level, and members may not be able to obtain all offered awards or use awards to all offered destinations.
- 2. Participation in the COPPERLEAF REWARDS Membership Program (the "Program") is subject to any Terms and Conditions, Rules, Regulations, Policies, and Procedures ("Program Rules") that Copperleaf may, at its discretion, adopt from time to time.
- 3. Copperleaf has the sole right to interpret and apply the Program Rules. Any failure to follow Program Rules, any abuse of Program privileges, any conduct detrimental to the interests of Copperleaf, or any misrepresentation of any information furnished to Copperleaf or its affiliates by any member, or anyone else acting on the member's behalf, may result in the termination of his or her membership, the cancellation of accrued points, certificates, awards or benefits, or both.
- 4. Copperleaf reserves the right to audit any and all membership accounts at any time for compliance with the Program Rules, without notice to the Program member. In the event that an audit reveals discrepancies or possible violations, the processing of award redemption requests may be delayed pending completion of the audit.
- 5. Each member shall be responsible for remaining knowledgeable as to the Program Rules and the amount of points in his or her account. Copperleaf shall attempt to advise active members of various matters of interest through such means as may be appropriate, such as newsletters and its Web site, but Copperleaf shall have no liability for any failure to do so. Copperleaf will not be responsible for correspondence lost or delayed in the mail. Each member shall be responsible for advising Copperleaf of any change of address, and Copperleaf shall have no liability for misdirected mail or any consequences thereof.
- 6. The accumulation of points or certificates and the redemption of awards are subject to specific Program Rules enacted by Copperleaf. Each member is responsible for reading those materials in order to understand his or her rights and responsibilities under the Program. No points, benefits, certificates or awards earned or granted under the Program may be transferred or assigned except as expressly permitted by Copperleaf in writing.
- 7. The Program is maintained for the benefit and participation of individual members only. Only individuals are eligible for membership, and each member may maintain only one account. Duplicate accounts will be subject to cancellation. Only the member named on the account will be entitled access to individual's account information.
- 8. Accrued points do not constitute property of the member. Neither accrued points nor certificates are transferable (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

- 9. Reward points have no cash value and may not be redeemed for any goods or services other than as defined in the Awards Level / Enrollment brochure.
- 10. It is requested that the Member advise the Restaurant, by making reservations, of their birthday and wedding anniversary to receive celebratory benefits by virtue of Membership.
- 11. Any claims that you may have with regard to the goods and services purchased or reserved through this package must be addressed directly to Copperleaf.
- 12. The sale or barter of any such points, certificates, awards or benefits other than by Copperleaf is expressly prohibited. Any points, certificates, awards or benefits transferred, assigned or sold in violation of the Program Rules, in addition to exposing the member to the penalties otherwise associated with violations, may be confiscated or cancelled. The use of award points that have been acquired by purchase, barter, or other conduct in violation of Program Rules may result in the confiscation of the points, denial of benefits with respect to the point holder, and, at Copperleaf discretion, completion of the award only upon payment of an applicable retail price of the award.
- 13. Receive one point for each dollar spent in Copperleaf Restaurant and Bar "Restaurant" on Food and Beverage (excluding applicable taxes and gratuities).
- 14. Reward point balance may be determined by presenting your Membership card at Copperleaf Restaurant or by calling 206.214.4282, or going online to www.CopperleafRestaurant.com.
- 15. Any member who has failed to earn points for a calendar quarter may, at Copperleaf's option, be excluded from receiving newsletters, statements, correspondence or other materials, including notifications of Program changes or special promotions, until the next quarter in which he or she earns points. Any member who fails to earn points during the first twelve months after enrollment in the Program may be removed from the Program.
- 16. Award points will expire if there is no current activity for 18 months consecutive from the date of membership commencement.
- 17. "Account activity", for purposes of these Rules, shall be deemed to occur when a member accrues points in his or her account in any manner set forth in these Rules, or as otherwise approved by Copperleaf, or when the member redeems any points or award by the use of points in the member's account.
- 18. Points accrued in a member's account shall be maintained in the account until it is redeemed for an award or until it expires, whichever occurs first.
- 19. Currently, points expire after 18 months of no activity on your account. Member reward points expire at intervals of 18 months from the anniversary of membership enrollment.
- 20. Any reward points not redeemed prior to expiration will be surrendered in full and point balance will revert to zero.
- 21. The awards available to be redeemed and the amount of points necessary to redeem each award will be set by Copperleaf and published to the members. Copperleaf shall establish the process for award redemption, but redemption shall basically mean the exchange of point in a member's account for a specified award.
- 22. Awards may, at the request of the member, be issued by Copperleaf in the name of the member. If an award is to be issued in the name of someone other than the member, Copperleaf may require the member to execute the request for the award transfer in person at Copperleaf Restaurant location, by endorsing the same in favor of the specified designee and providing official photographic identification.
- 23. Points earned in two or more different accounts may not be combined to redeem any award.

- 24. The award structure is subject to modification, cancellation or limitation at Copperleaf discretion, with or without notice. The amount of points required to redeem any award may be substantially increased, any award may be withdrawn, and restrictions on any award or its redemption may be imposed at any time. The accumulation of points does not entitle Program members to any vested rights with respect to any awards or the Program.
- 25. Once Reward points are redeemed for the reward level of Member's choosing, the applicable point value of the respective award level will be deducted from total earned points on Member's account.
- 26. Reward Member is responsible for all taxes and gratuities based upon the full retail value of the reward level redeemed.
- 27. Reward Card must to be presented to Restaurant server at time redemption of points if requested.
- 28. Reward Member agrees, by accepting said Membership, to indemnify and hold harmless Cedarbrook Lodge, LLC, Cedarbrook Lodge, Copperleaf Restaurant & Bar and all its associates and related entities from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur to participation in any activity associated with this Loyalty Rewards Program, whether caused by negligence of Cedarbrook Lodge, LLC or otherwise.
- 29. Reservations must be made in advance and are based upon availability for all point level redemptions.
- 30. Reservations are required a minimum of 30 days in advance for redemption of the 3,500 point award levels and above and based upon availability. Reservations must be made directly with the Office of the General Manager by calling 206.214.4120. Reservations are only accepted Monday- Friday from 8a.m. 5p.m.
- 31. Copperleaf reserves the right to cancel this program and/or memberships at any time, for any reason, at its sole discretion.