



## **PACIFIC WHEY VIP CATERING REWARDS PROGRAM TERMS AND CONDITIONS**

June 1, 2012

The Pacific Whey VIP Catering Rewards Program ("Program") is designed to show Pacific Whey's appreciation to our loyal catering customers.

**BY REGISTERING FOR AND CONTINUING TO PARTICIPATE IN THE PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH BELOW.**

Whenever these Terms & Conditions refer to "Pacific Whey", "we", "our", or "us" it means Pacific Whey Holdings, LLC.

### **TERMS AND CONDITIONS**

#### ***General Description of the Program***

Participants in the Program earn Points on certain catering orders placed with Pacific Whey. The Points may be redeemed for Rewards. Examples of Rewards include a Bose® Surround Sound Speakers, 42" Television, and a trip for two to South Beach, Florida.

#### ***Participation and Enrollment***

- You must be at least 18 years of age to participate in the Program.
- If you place or pay for a catering order through the use of a credit card account, you must be an authorized user of that account in order to be eligible to participate in the Program.
- To enroll, simply let our catering coordinator know that you would like to be part of the Program. Alternatively, you may register directly with Five Stars, Inc., by accessing [www.fivestarscard.com](http://www.fivestarscard.com) and enrolling online. Five Stars, Inc., provides registration and tracking of Points and Rewards for our Program.
- You may terminate your participation in the Program at any time by sending an email to Pacific Whey at [info@pacificwhey.com](mailto:info@pacificwhey.com) with your request.

## ***Earning Points***

Once you are a enrolled in the Program, you may earn points as follows:

- For each qualified catering order ~~is~~ placed through our Hotline at **(949) 275-2515**, you will receive 1 point for every \$1 spent (excluding delivery charge, rental fee, service fee, misc. fee, gratuity and tax).
- Whenever another party places a catering order through the Hotline for the first time (“Referred Customer”) and provides your name, you will receive 50 points. In order to earn the points, the Referred Customer must not have been a former Pacific Whey catering customer and must place and receive a complete, independent catering order from us.
- Different promotions, specials, referrals, etc. will give double, triple or even free points for every \$1 spent on food. Look for these specials by e-mail or on our website.

## ***Restriction and Limitations***

- Points will be earned only for catering orders placed through the Hotline. *No points* will be earned for catering orders placed at a Pacific Whey restaurant
- Only properly enrolled participants in the Program will be will be credited with points.
- Points will be earned once the orders are complete. No points will be earned for orders placed and subsequently cancelled.
- Employees of Pacific Whey and its affiliates or their immediate family members (parent, child, sibling and spouse of each) or those living in the same household are NOT eligible to participate in the Program.
- If your catering account is inactive for period of 12 consecutive months, Pacific Whey reserves the right to terminate your participation in the Program which will result in the immediate loss of all Points earned.
- Pacific Whey reserves the right to terminate any Points that are not redeemed within 12 months of the date earned, resulting in the immediate loss of those Points.

## ***Redeeming Your Points***

- To redeem your Points, call the Catering Hotline at **(949) 275-2515**.
- Once you redeem your Points, your reward will be available within thirty (30) days. You will be able to pick up your Reward at any Pacific Whey restaurant you designate.

## ***Tracking Your Points***

- The Program works with Five Stars, Inc., to keep track of your points online. Simply visit [www.fivestarscard.com](http://www.fivestarscard.com), log in and check your points 24/7. You will be able to check your current balance and reward options.
- If at any time you believe that the number of Points in your Account is incorrect, please contact Pacific Whey by email at [info@pacificwhey.com](mailto:info@pacificwhey.com) within 30 days of your transaction. Otherwise, all Point summaries will be deemed accurate.

### ***More About Points and Rewards***

- Rewards may be offered in limited quantities and duration and are subject to change and availability.
- The number of Points required to redeem any Reward may be substantially increased or decreased, any Reward may be withdrawn, and restrictions on any Reward or its redemption may be imposed at any time, with or without prior notice.
- Points have no cash, monetary or other value, cannot be converted into any other currency and cannot be applied toward any obligation owed to Pacific Whey Cafe.
- Points cannot be transferred to other accounts, combined with other Pacific Whey Catering accounts or earned pursuant to other reward programs.
- Sale or barter of Points is prohibited, and any sale or barter may result in cancelled points and disqualification from the Program.
- Any fees and taxes arising from acceptance, use or possession of a Point or a Reward are your sole responsibility.
- The point redemption cycle is for 18 consecutive months after your registration date. After the 18<sup>th</sup> month, all points will expire and be reset to a "0" balance.
- Points cannot be combined with any other offers or discounts or as determined at the sole discretion of Pacific Whey.

### ***Termination and Modification of the Program***

- Pacific Whey reserves the right to terminate the Program at any time in its absolute discretion, with or without notice. If the Program is terminated, you will have 30 days from the termination date to redeem all Points earned, after which date all Points will be forfeited.
- Pacific Whey reserves the right to modify these Terms and Conditions at any time in its absolute discretion, with or without notice to you, even though the changes may affect your ability to use earned Points. Therefore, it is important that you check the Terms and Conditions from time to time. A notice of revised Terms and Conditions will be posted at

[www.pacificwhey.com/catering.html](http://www.pacificwhey.com/catering.html) . Your continued participation in the Program is considered acceptance of the modified Terms and Conditions in effect at the time.

- Neither Pacific Whey nor its agents or affiliates shall be liable to you or any third party for any change or termination of the Program.

#### ***Information We Collect and How We Use It***

- Information is collected about you directly from the information you provide to us or Five Stars, Inc., when you register for the Program.
- The information collected may be combined, used and disclosed in a number of ways by us to help us better understand and serve our customers, including without limitation the following: (1) To administer the Program including providing you with benefits and related communications and to verify your participation in the Program, (2) To provide you with updated alerts, information and rewards, (3) To provide you with information about new products or services, and other special offers and marketing programs , (4) To provide you with or respond to your request for information and/or services, including but not limited to e-newsletters and marketing programs and promotions, (5) To enhance our customers' experiences in our dining locations and catering services, and (6) To analyze customer trends and behavior and to conduct research and analysis in order to measure the effectiveness of our marketing efforts.
- In addition, Five Stars, Inc., also uses the information it collects from you for various purposes and pursuant to its policies. You can review Five Star, Inc.'s privacy policy at [http://www.fivestarscard.com/privacy\\_policy](http://www.fivestarscard.com/privacy_policy).

#### ***Disclaimers, Exclusions and Limitations of Liability***

- Pacific Whey, its affiliates, and suppliers make no representations, warranties or conditions of any kind, express or implied, with respect to the Program, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Pacific Whey does not represent or warrant that Points earned will always be redeemable.
- In the event that Pacific Whey, its affiliates, or suppliers are found liable to you for any reason, you shall only be entitled to recover actual and direct damages and such damages shall not exceed \$100. Pacific Whey its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with the Program, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Pacific Whey or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of your Program account through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

- If for any reason, the law limits some or all of the above disclaimers, exclusions or limitations or you have rights at law in addition to those in these Terms and Conditions, our liability is limited to the greatest extent permitted by law.

### ***Further Questions***

If you have any questions regarding the program, please email us at [info@pacificwhey.com](mailto:info@pacificwhey.com).