



Membership Terms and Conditions

These terms and conditions as amended from time to time (the "Program Terms") govern the overall The Lumina Membership. The Lumina Membership program consists of multiple tiers options including a free tier- Basic Member Tier and four paid membership tiers- New Release Member, Big Picture Member, Blockbuster Member, and Leading Role Member (collectively, the "Program") brought to you by Save Ferris, LLC doing business as the Lumina Theater or The Lumina. (collectively, "we," "us," "our," "ours", "The Lumina").

Your participation or use of any membership or related benefits in the Program ("Membership") at any time subjects the user ("you," "your," "yours," "Member") to the provisions of these Program Terms.

Membership in the Program will also involve use of our website including the mobile version thereof and use of the website is subject to our Terms & Conditions of Use ("General Terms"). The following is a link to the current General Terms: thelumina.com. You agree that your Membership or use of the Program also subjects you to the General Terms.

MEMBERSHIP AND GENERAL TERMS/CONDITIONS

Members of the Program agree to these Program Terms, as published and subject to periodic update at thelumina.com. These Program Terms replaces all previously published information, and Members have the responsibility to check for any updates. If these Program Terms are updated, any changes will apply to all Members, including Members enrolled before The Lumina posts the updated text, except as may be prohibited by law. The Lumina may change these Program Terms, in whole or in part, at any time without notice, even though changes may affect rewards and benefits earned before such changes.

By enrolling in the Program, Members agree to receive advertising, marketing materials and other Program communications, unless expressly disallowed as a profile preference. Members will be asked to provide an email address, contact number and first and last name in order to receive benefits and reward notifications. We expect Members to submit and maintain accurate and current user information in connection with their Memberships. Members can change their account information by (i) updating Member profile data through an authenticated account or visiting The Lumina.

Membership is open to residents of the U.S. who are 18 years of age or older. The Lumina does not knowingly collect information about individuals under 13 years of age. If you are a parent or guardian or other person and become aware of information collected from an individual under 13

years of age, please contact The Lumina immediately at the number provided herein or email at info@thelumina.com.

Membership accounts, benefits, loyalty points, special offers, and rewards (i) are nontransferable, except to a new Membership account for the same Member in the case of a lost or stolen account number, (ii) have no cash value and are not gift cards or gift certificates, (iii) may not be offered for resale, and (iv) are not redeemable for cash under any circumstance unless required by law. Accumulated loyalty points, rewards and special offers do not constitute property of the Member, nor are accumulated loyalty points, rewards and special offers transferable by the Member upon death, as part of a domestic relations matter or otherwise. Loyalty points, rewards, special offers, tier cost, and other benefits of the Program may be taxable to the Member where required by law. Rewards may not be used toward the purchase of The Lumina gift cards, retail merchandise, membership fees, or alcohol.

Entities or persons using the Program for profit are not eligible to become or remain Members or to accumulate rewards. Membership is intended for individual use only, and is not available to organizations, legal entities or groups such as, but not limited to businesses, churches, daycare, non-profits, etc. Abuse of the Program, including failure to follow these Program Terms, may result in cancellation of the Member's Account, future disqualification from participation and forfeiture of all points, rewards and special offers accrued, in addition to other remedies available to us under applicable law. In connection with the enforcement of any provision of these Program Terms governing the Program, The Lumina reserves the right to take appropriate legal action as it deems necessary and will be entitled to recover damages, attorneys' fees and court costs as allowed by applicable law.

Each Membership lasts exactly one year, and Memberships will not renew automatically. Members who fail to pay the corresponding Membership fee will move to the no-fee tier. Members may request removal from the Program in its entirety by contacting The Lumina at info@thelumina.com.

Members have the right to cancel their Membership at any time. No refunds will be available for cancellation by Member. If a Member cancels his/her Membership, such Member may elect to move to the no-fee, tier or be removed from the Program in its entirety.

Members have a right to cancel by:

- (i) Emailing The Lumina at info@thelumina.com; or
- (ii) Presenting their account number at the box of The Lumina.

The Lumina reserves the right to terminate a Membership, including any associated accounts, without notice, for any reason in our sole discretion, including, without limitation, abusive, vulgar, or offensive behavior by the Member, or any member of their party, towards any The Lumina employee or other guest of The Lumina while on property, or our belief that continued use of such Membership would violate any provision of these Program Terms or applicable law, or would otherwise be harmful to our interests. In the event of any such termination by The Lumina, existing rewards will be valid until stated expiration date, unless earned rewards were a result of fraudulent behavior.

Loyalty points, rewards and special discounts earned as a result of fraudulent behavior will be forfeited. Examples of fraudulent behavior that may result in Membership cancellation include, but are not limited to (1) making purchases either online, through The Lumina or third party vendors, or at the theatre and then refunding in an attempt to inflate spending or transactions on a Member's account, and (2) posting Member-directed promotional offers or coupons, or an account number on websites or reproducing for use by third-parties or public websites.

We may terminate or alter any or all of the benefits available under the Program at any time with or without notice. In the event of our termination of the Program, at our election we may maintain Membership benefits until expiration of special offers.

Memberships may be closed and/or reward points reverted due to any type of computer or technical issues that may arise. This would include any type of electronic malfunctions or human error on behalf of The Lumina or its employees. The Lumina will, to the best of its ability, attempt to later fix any accounts that were closed due to any of these reasons and reapply any outstanding rewards or points existing at the time the issue arose.

From time to time, Members may be eligible for sweepstakes, contests or other promotions. Participation in such events shall be voluntary and shall be subject to the terms, conditions and rules published at the time of such event and applicable state laws.

The information provided by the Member is subject to and will be handled according to The Lumina Privacy Policy, available at thelumina.com.

BENEFITS

The Program entitles Members to the following loyalty points, rewards, special offers, and other Membership benefits. All benefits, rewards, special offers, and other savings received are treated as discounts for tax purposes.

Advance Ticket Purchases. All Members are eligible for advance ticket purchases.

Accumulation of loyalty points. Members receive ten (10) points per every one dollar spent on eligible purchases at The Lumina location by presenting or entering their account number during box office and concession stand transactions, when purchasing tickets in the theatre or when purchasing tickets online through approved ticketing partners. Points for concession stand will be awarded immediately to the Members' account. Points for all ticket purchases made at box office or online will be placed into a pending status and awarded on the business day following the showtime of the purchased ticket(s). Loyalty points earned will expire in the event of account inactivity. A Member's points will expire after a period of 24 consecutive calendar months with no point earning transaction. (Per section (d) below, activated virtual rewards are subject to expiration).

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Ineligible Purchases. The following purchases or products are NOT eligible toward earning points or redemption of rewards

- Auditorium or theatre rental fees.
- Convenience, Service or Delivery fees
- Tickets or concessions purchased for a group or an organization via auditorium buyout or otherwise.
- Ticket purchases that are refunded.
- Purchases made at a sublet space within an The Lumina location.
- Arcade purchases.
- Sales tax.
- Charitable donations or charitable products sold at The Lumina locations.
- Restrictions may apply to use or earning of points on purchases of alcohol, depending on the jurisdiction. Rewards may not be redeemed for the purchase of alcohol.
- Retail merchandise items are eligible toward earning points, however rewards may not be redeemed for purchasing retail merchandise items.
- Membership fees are eligible toward earning points, however rewards may not be redeemed for membership fee payments.

Refills. New Release, Big Picture, Blockbuster, and Leading Role Members will receive same day free refills on popcorn or fountain drink purchases. Please note that alcoholic beverages, canned beverages, and bottled beverages are expressly excluded from this free refill offer.

Combo Discounts. Big Picture Members, Blockbuster Members, and Leading Role Members are eligible for a fifty percent (50%) discount on all combos from the snack bar. Some exclusions may apply to special or seasonal combos.

Terrific Tuesdays. All Members are eligible for discounted \$7 ticket on Tuesdays. Discount applies to full-price tickets for Tuesday showtimes only. Surcharges for premium formats, special events. Exclusions apply. Premium events such as, but not limited to, fan events, private screenings, special screenings and movie marathon/double features, are excluded.

Member Mondays. Blockbuster and Leading Role Members are eligible for discounted \$5 tickets on Mondays. Discount applies to full-price tickets for Monday showtimes only. Surcharges for premium formats, special events. Exclusions apply. Premium events such as, but not limited to, fan events, private screenings, special screenings and movie marathon/double features, are excluded.

Complimentary Birthday Ticket. New Release Members, Big Picture Members, Blockbuster Members, and Leading Role Members are eligible for one (1) free ticket on their birthday.

Additional Benefits for Blockbuster Members and Leading Role Members. Blockbuster Members and Leading Role members are eligible for invitations to early screenings, free upgrades, and recognition on lobby signage. Leading Role Members will be mentioned in promotional materials where applicable.

Other Benefits. From time to time, The Lumina, in its discretion, may offer additional benefits and events to Members. For example,

At any given time, The Lumina may sponsor sweepstakes. Each sweepstakes will have its own set of terms and conditions; employees and family members are not eligible to win. Depending on the sweepstakes, Members may receive automatic entry with each use of their account number.

At any given time, The Lumina may host a special Member only movie screening. To take part when a screening becomes available, Members must be opted in to receive email notifications. If selected to participate, Members will be notified of these screenings via email.

At any given time, The Lumina may provide eligible Members with point promotions. Each promotion will have its own set of terms and conditions and may require the Member to opt into (register for) the promotion. Members will be notified of the promotions via email and/or SMS.

At any given time, The Lumina may provide Members with limited time offers on movie tickets and concession stand items. These offers will have their own set of terms and conditions and will not be eligible to be combined with other promotional offers or benefits (i.e., discounts and upgrades etc.).

To earn or apply benefits, the Membership account must be active at the time of purchase. Members will NOT be credited retroactively for purchases made without an active Membership account presented at the time of purchase.

The Lumina is not responsible for the use or redemption of rewards from an account that has been lost, stolen, or otherwise used without Member's permission.

All rewards are the property of The Lumina.

BASIC MEMBER MEMBERSHIP FEE

The Membership fee for the Basic Member tier is \$0. Members may cancel Membership at any time as described above in Paragraph 1(f). Members may upgrade to another tier at any time with payment of the applicable Membership fee in effect at the time of upgrade.

NEW RELEASE MEMBERSHIP FEE.

The New Release Member Membership is \$50. Membership fees are subject to taxation in accordance with applicable federal, state, provincial or local law. We may change the Membership fee at any time, but changes will apply only to new and renewal Memberships. Members may upgrade to another tier at any time with payment of the applicable Membership fee in effect at the time of upgrade.

BIG PICTURE MEMBERSHIP FEE.

The Big Picture Member Membership Fee is \$150. Membership fees are subject to taxation in accordance with applicable federal, state, provincial or local law. We may change the Membership fee at any time, but changes will apply only to new and renewal Memberships. Members may upgrade to another tier at any time with payment of the applicable Membership fee in effect at the time of upgrade.

BLOCKBUSTER MEMBER MEMBERSHIP FEE

The Blockbuster Member Membership Fee is \$500. Membership fees are subject to taxation in accordance with applicable federal, state, provincial or local law. We may change the Membership fee at any time, but changes will apply only to new and renewal Memberships. Members may upgrade to another tier at any time with payment of the applicable Membership fee in effect at the time of upgrade.

LEADING ROLE MEMBER MEMBERSHIP FEE

The Leading Role Member Membership Fee is \$1,000. Membership fees are subject to taxation in accordance with applicable federal, state, provincial or local law. We may change the Membership fee at any time, but changes will apply only to new and renewal Memberships. Members may upgrade to another tier at any time with payment of the applicable Membership fee in effect at the time of upgrade.

TERM

The term is unlimited as long as the account stays in an active status. The Lumina reserves the right to cancel the account after 2 years (24 consecutive months) of non-use.

ACKNOWLEDGMENT

These Program Terms, including all documents referenced herein, represents the entire understanding between us and any user of the Program with respect to the Program and supersedes any other agreements, statements or representations. Headings used in these Program Terms are for reference only and shall not affect the meaning of any terms. Any user of any portion of the Program is deemed to have accepted the terms and conditions of these Program Terms.

CHANGES TO THESE PROGRAM TERMS

We may change the terms of these Program Terms at any time without notice or liability by posting revised Program Terms on the Member Program website located at thelumina.com. Any change shall take effect immediately upon posting, unless otherwise provided. You may view the current version of these Program Terms at any time online at thelumina.com. You may also obtain a copy at any The Lumina location or by emailing info@thelumina.com.