

DIGIPLEX REWARDS CLUB RULES
"TERMS AND CONDITIONS"

These Terms and Conditions are the Rules (or "Club Rules") for the Digiplex customer loyalty program known as the Digiplex Rewards Club (the "Rewards Club" or "Club"). Rewards Club members can accumulate credits at participating theaters by purchases at the box office and concession stand and use their credits to earn free movie tickets, popcorn and drinks. Other member benefits, which may change from time to time, may include discounts, opportunities to enter sweepstakes or obtain bonus credits for certain transactions, newsletters, and member-only invitations to special events. Participation in the Club and its benefits are offered at the sole discretion of Digiplex.

The current rewards schedule is as follows:

40 credits = Free Small Popcorn

90 credits = Free Small Drink

110 credits = Free Small Popcorn or Small Candy

140 credits = Free Movie Ticket**

** Certain restrictions apply as described in these Rules.

Reward vouchers print automatically as soon as you reach a reward level. There is no need to save up credits and cash them out; they just keep adding up!

As a member of the Rewards Club, you must comply with the Club Rules. Digiplex reserves the right to modify the Club Rules at any time, without notice to you, so it is important to check the Club Rules periodically at www.digiplexdest.com or by requesting to review a current version of the Club Rules at participating Digiplex theaters. Participation in the Rewards Club is considered acceptance of the Club Rules and any and all subsequent modifications, updates, or related notices. If at any time you do not accept the Club Rules or become dissatisfied with the Club your sole remedy is to terminate your participation and membership in the Club.

A. Eligibility/ Enrollment

1. Digiplex Rewards Club membership is open to individuals 13 years of age and older who reside in the United States; provided, however, the following individuals are not eligible for membership: (i) employees of Digiplex or any of its subsidiaries or affiliates ; (ii) employees of any other person or entity involved in the development, administration, or operation of Digiplex theaters ; and (iii) immediate family members (parent, child, sibling, and/or spouse of each) and/or those living in the same household as persons set forth in (i) or (ii). Corporations, partnerships, or any other business or not-for-profit entities are not eligible for membership. Any other exclusions will be based on the judgment of Digiplex. Membership is limited to one account per person.

2. Eligible members can enroll in the Rewards Club by completing the registration form at any Digiplex theater or online at www.digiplexdest.com. Eligible members who are under 18 years of age need the permission and consent of a parent or legal guardian to enroll. Such consent will be presumed to have been given on activation of an individual's account and agreement to the Club Rules.

3. Members will receive a FREE Rewards Club membership Card. Cards are nontransferable and may only be used by the membership account owner.

4. In the event that any time during your membership in the Club you become ineligible to be a member, you must provide notice to Digiplex and cease using your Card immediately.

B. Membership Cards/ Account

1. When your Card is activated, it creates an account, based on the serial number of your Card, in which you earn credits that can be redeemed for various rewards in accordance with the Clun Rules. You are responsible for promptly informing Digiplex if your Card is lost or stolen by notifying a manager at a participating Digiplex theater. Digiplex will not be liable for any transactions that occur with your Card before the Card is reported lost or stolen, and you will not receive credit for any rewards or vouchers provided to any third parties pursuant to their unauthorized use of your Card.

2. (a) When you register your Card online, you will be asked to enter a username and password. This will allow you to access your account to check your credit balance and update account information. You are responsible for maintaining the confidentiality of your username and password and for the accuracy of your account information.

(b) If you do not have online access through a computer or smart phone with such capability, you will be able to enroll at a participating Digiplex theater by completing a manual enrollment form. With the assistance of a staff member, your Card will be activated and your account will be created. At any time, an online component for your account can be added. Until that occurs, you will be able to keep track of your credits through any point of sale terminal in the theater with the assistance of a staff member.

3. Digiplex is not responsible for any loss you may incur as a result of any unauthorized person using your username, password, account information, or Card.

4. Accounts will normally be activated as soon as practical. However, from the time an automated or manual card enrollment is initiated, it may take up to two weeks for an individual's membership to become active.

C. Accumulation of Credits

1. Digiplex Card holders generally receive 1 credit per dollar spent on ticket or concession purchases at the box office or concession stand by entering their membership number in the appropriate area or having

their Card electronically swiped by a cashier during the ticket or concession purchase process. Credits at the box office are earned on all categories of Digiplex admissions, including senior, student and other discount ticket classes, D-box and 3D admissions, and admission to Alternative Program events. Members DO NOT earn credits for admissions obtained by redeeming complimentary passes, courtesy passes or emergency tickets (including, but not limited to passes designated Digiplex "Promotional Pass", "NCM Pass", "River Village Pass", "Fundraising Pass" or "Courtesy Pass").

Members DO NOT earn credits upon the purchase of Digiplex discounted group admission tickets designated "VIP Ticket", but members DO receive credits for "VIP Ticket" redemptions.

Certain transactions are excluded and do not accumulate credits in the Club. These include Birthday Parties, Theater Rentals and Film Festivals or other screenings or events where a third party has arranged to use Digiplex facilities and is responsible for their own admission arrangements.

Members DO NOT earn credits when purchasing gift cards, but members DO earn credits when redeeming gift cards at the box office or concession stand.

For the purpose of calculating the number of credits earned, the system will round transaction totals to the nearest whole dollar. Example: Transaction Total = \$7.50, Credits earned = 8; Transaction Total = \$6.25, Credits earned = 6.

From time to time, members may be entitled to earn additional bonus credits when purchasing selected movie tickets or concession items.

Featured "bonus" items and films will be highlighted in the Digiplex weekly e-mail newsletter and/or online at www.digiplexdest.com or by displays in theater lobbies or near the box office or concession areas. Members receive rewards at each specified point threshold. When a reward is due, a printed voucher from a point of sale terminal will be automatically generated and given to the member during a purchase transaction. See the Reward Schedule for details.

2. To earn credits, you MUST present your Card to the cashier when purchasing tickets or concession items. Credits may not be added at a later date or time and the physical Card must be presented at the time of purchase.

3. You are responsible for ensuring that the information in your account is accurate and is kept current. If you believe that credits were not properly awarded for a transaction, you must notify customer service at the Digiplex theatre at which the transaction occurred within seven (7) days of the transaction. Digiplex reserves the right to require proof of accrual of such credits from you, including but not limited to copies of receipts or similar documentation verifying any transactions claimed to have been performed.

4. Accrued credits do not constitute property of a member and have no value outside of the Rewards Club. Credits may be revoked by Digiplex at any time as set forth herein.

5. Credits and reward vouchers may not be exchanged for cash, assigned, bartered, or transferred.

D. Redemption of Reward Vouchers

1. Only one reward voucher will be awarded per qualifying transaction.

2. "FREE Movie Ticket" reward vouchers are not valid for "No Pass" attractions, IMAX, Digital 3-D attractions, and Special Events. Typically, "No Pass" attractions include any shows of a feature for the first few weeks of a movie's theatrical release due to movie studio restrictions. At the discretion of Digiplex, a "FREE Movie Ticket" may be used for Digital 3-D or other special events provided that the presenter of the "FREE Movie Ticket" reward voucher agrees to pay an additional specific upcharge. "FREE Movie Ticket" reward vouchers cannot be redeemed for admissions on the same day and must be used on the member's next visit to the theater. However, vouchers for concession rewards may be redeemed on the same day they are issued.

3. All concession item reward vouchers are small size unless otherwise indicated. In its discretion, Digiplex may, from time to time, permit reward vouchers to be used to purchase larger sizes of popcorn, candy or beverages if the member pays the difference in price.

4. All reward vouchers are valid until the expiration date indicated. In most instances, the expiration date will be 90 calendar days from the date of issuance.

5. Reward vouchers are void if illegible, altered, torn, or mutilated. Reward vouchers must remain whole. All reward vouchers are subject to examination and verification by management prior to being accepted.

6. Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to you. Members are solely responsible for reporting such items on their tax returns and paying any associated tax liability.

E. Registration Bonus and other program features

1. Members who register online or at a participating theater may receive a one-time "Registration Bonus". The amount of credits awarded may vary based on the location or duration of specific promotional campaigns.

2. All e-mail addresses will be added to Digiplex's online newsletter distribution list. Patrons may opt out of receiving the newsletter at will with no penalty to their standing in the Rewards Club. Opt-out will be available as part of the manual and online registration processes and can be subsequently accomplished online by managing the member's account preferences or at any participating theater at a point of sale terminal with the assistance of a staff member.

3. All Cards must be registered online or at a participating Digiplex theater to be active and valid for credit accruals and redemptions.

F. Termination of Membership

1. Digiplex reserves the right, in its sole discretion, to disqualify you from membership in the Rewards Club if, in the sole judgment of Digiplex, you (i) violate Club Rules, (ii) engage in any fraud or abuse relating to the accrual of credits or redemption of reward vouchers, (iii) misrepresent any information supplied by you to Digiplex, or (iv) engage in any activities that are inconsistent with Digiplex's or the Reward Club's public image, goodwill, reputation or applicable law.

2. Upon any termination hereunder, your right to accrue credits and use reward vouchers shall immediately be cancelled. Any and all credits accumulated up to the date of termination will be forfeited. Furthermore, you will forfeit and, upon Digiplex's request, must return any unredeemed reward vouchers that you have been awarded and surrender your Card to Digiplex. In addition, Digiplex shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

G. Privacy

1. Digiplex's Privacy Policy describes Digiplex's information gathering and privacy practices and applies to the Rewards Club. The Privacy Policy is available on the Digiplex website (www.digiplexdest.com) and is incorporated in the Club Rules by reference.

H. General

1. Digiplex reserves the right to modify or update the Club Rules and/or change, alter, or discontinue the Rewards Club (including its credit/rewards structure) at any time without any liability to members.

2. All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a member's compliance with the Club Rules will be resolved by Digiplex in its sole discretion.

3. By participating in the Rewards Club, you agree to release Digiplex, its affiliates, divisions, joint venture partners and other related companies, and their respective officers, directors, owners, and employees from any and all loss, harm, damages, cost or expense, including without limitation property damages, personal injury and/or death, arising from or connected to the Rewards Club, including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of rewards, and (iii) the suspension, termination, or modification of your membership or account. THE REWARDS CLUB, AND MEMBERSHIP THEREIN, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DIGIPLEX MAKES NO WARRANTY IN ANY RESPECT AS TO ANY REWARDS, PRIZES, MERCHANDISE, OR SERVICES MADE AVAILABLE AS PART OF THE REWARDS CLUB.

4. UNDER NO CIRCUMSTANCES SHALL DIGIPLEX OR ANY OF ITS SUBSIDIARIES or AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE REWARDS CLUB OR A MEMBER'S PARTICIPATION THEREIN. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF DIGIPLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, DIGIPLEX'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

5. You agree to defend, indemnify and hold harmless Digiplex, its subsidiaries, affiliates, divisions, related companies, and their respective officers, directors, owners, and employees from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of Club Rules. Furthermore, you agree to reimburse Digiplex for any rewards or prizes that were fraudulently obtained by you.

6. The Club Rules are governed by the laws of the State of New Jersey without regard to the conflicts of laws or rules of any other jurisdiction. Every dispute concerning the interpretation or effect of the Club Rules and/or your participation in the Rewards Club must be resolved in the state or federal courts situated in the State of New Jersey. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts.

7. If any provision of the Club Rules is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such

unenforceability or invalidity will not render the Club Rules unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or the applicable court decisions.

8. Any waiver by Digiplex of a breach of any provision of the Club Rules shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of the Club Rules. Failure by Digiplex to insist upon strict adherence to any provision of the Club Rules on one or more occasions shall not be considered a waiver or deprive Digiplex of the right to insist upon strict adherence to that provision or any other provision of the Club Rules.