



## **Loyalty Program - Terms and Conditions**

### **1. Program Overview**

By enrolling in the BATL Grounds Loyalty Program (the “**Program**”), you agree to these Terms and Conditions (the “**Terms**”). The Program is currently a pilot operating in **Houston, Texas** and **Ottawa, Ontario**. It allows eligible guests to earn points, rewards, and other benefits based on qualifying activities. Specific earning rules, reward types, and redemption values are set out in the **Program Schedule** available at: <https://batlgrounds.com/loyalty-program>

### **2. Eligibility & Enrollment**

- Enrollment is open to individuals aged 14 and older.
- Guests under 18 represent that they have the consent of a parent or guardian for their participation where required by law. We do not knowingly enroll children under 14. If we become aware that a child under 14 has enrolled without appropriate consent, we will close the account and delete associated personal information as required by applicable law.
- You must provide valid contact information to enrol and receive rewards.
- Participation is limited to one loyalty account per person. Duplicate accounts may be merged or closed.
- When you enrol in the Program, your loyalty account will be linked to an online account. If you do not already have an online account, one will be created for you as part of the enrolment process.
- By creating an online account with our venue, you will automatically be enrolled in the Program and these Terms will apply to you. Similarly, enrolling in the Program will create an online account if you do not already have one.

### **3. Earning Points and Rewards**

You may earn points and rewards by completing qualifying activities as described in the Program Schedule. The Program Schedule sets out the earning rules currently in effect, including the activities that qualify, the points or rewards you will receive, and any applicable conditions or exclusions. Points and progress toward rewards are calculated based on the final amount paid after any discounts, refunds, or adjustments. We may add, modify, or remove earning rules from time to time in accordance with Section 7 below.

### **3. Communications & Anti-Spam Compliance**

- **Transactional Messages:** By joining, you agree to receive messages regarding your account, such as expiry reminders and program changes.



- **Promotional Messages (U.S.):** Residents in the U.S. may receive promotional communications unless they opt out.
- **Promotional Messages (Canada):** In compliance with **CASL**, Canadian residents will only receive promotional emails or texts if they have provided **express opt-in consent** during enrollment.
- **Opt-Out:** You may unsubscribe from marketing messages at any time without affecting your program membership.

#### 4. Redeeming Rewards

Rewards earned through the Program may be redeemed as described in the Program Schedule. The Program Schedule sets out the types of rewards available, their redemption value, and any conditions that apply.

General redemption conditions:

- Rewards have no cash value and are not redeemable for cash, gift cards, or stored value, except where required by applicable law.
- Rewards are personal to the enrolled guest and may not be sold, transferred, or assigned.
- Rewards may only be redeemed at Houston, Texas or Ottawa, Ontario locations participating in the Program.
- We reserve the right to set reasonable limits on the number of rewards that may be redeemed in a single transaction, as specified in the Program Schedule.

#### 5. Expiry of Points and Rewards

Points and rewards are subject to expiry. The specific expiry period for each reward type is set out in the Program Schedule. Different reward types may have different expiry periods.

- **Texas Residents:** Unless otherwise stated in the Program Schedule, points and rewards expire **12 months** from the date they are earned or issued.
- **Ontario Residents:** In accordance with the *Ontario Consumer Protection Act*, points earned do not expire due to the passage of time alone. However, points and rewards will be forfeited if your account remains **inactive** (defined as no points earned or redeemed) for a period of **12 consecutive months**.

We will make reasonable efforts to notify you before your points or rewards are due to expire, including by displaying expiry dates in your account and, where practicable, sending you a reminder. However, it is your responsibility to check your account and redeem your rewards before they expire.

Expired points and rewards are forfeited and cannot be reinstated except at our sole discretion.



## 6. Promotional Offers

From time to time, we may run promotional offers that temporarily modify or supplement the earning rules or rewards available under the Program. Each promotional offer will be subject to its own terms, which will be made available at the time the promotion is announced. Promotional terms will specify, at a minimum:

- The start and end dates of the promotion.
- Which earning rules or rewards are affected.
- Any eligibility criteria or exclusions.
- What happens to incomplete progress when the promotion ends (if applicable).

Points and rewards earned during a promotional period will be honoured in accordance with the terms in effect at the time they were earned. Promotional offers do not create any ongoing entitlement beyond the stated promotional period.

## 7. Program Changes

We reserve the right to modify, suspend, or discontinue the Program, these Terms, or the Program Schedule at any time. This includes the right to add, modify, or remove earning rules, reward types, redemption values, and expiry periods. Where a change reduces the value of the Program to you (including but not limited to reducing earn rates, increasing redemption thresholds, shortening expiry periods, or removing earning rules or reward types), we will:

- a) Provide you with reasonable advance written notice before the change takes effect, via email or account notification. Unless circumstances require otherwise, we will aim to provide at least 45 days' notice.
- b) Give you a reasonable opportunity to redeem any points or rewards you have already earned under the existing terms before the change takes effect.
- c) Update the Program Schedule to reflect the change. Where a change adds to or improves the Program (such as adding a new earning rule or increasing reward values), we may implement the change without advance notice but will update the Program Schedule accordingly.

Your continued participation in the Program after any change takes effect constitutes your acceptance of the updated Terms and/or Program Schedule. If you do not agree to a change, you may close your loyalty account by contacting us at [customerservice@batlegrounds.com](mailto:customerservice@batlegrounds.com).

## 8. Closing Your Loyalty Account

- a) By You. You may close your loyalty account at any time by contacting us at [customerservice@batlegrounds.com](mailto:customerservice@batlegrounds.com). We recommend redeeming any outstanding points or rewards before requesting closure, as unredeemed points and rewards will be forfeited upon account closure unless otherwise required by applicable law.



b) By Us. We may suspend or close your loyalty account if we reasonably believe you have violated these Terms, engaged in fraudulent activity, or misused the Program. Where practicable, we will notify you before or at the time of closure and provide reasons for our decision.

c) Program Discontinuation. If we discontinue the Program entirely, we will provide reasonable advance notice and give you a reasonable opportunity to redeem any outstanding points or rewards before the Program ends.

## 9. Your Account

- You are responsible for maintaining the accuracy of your account information and the security of your account credentials.
- You should check your account regularly to review your points balance, reward status, and expiry dates.
- If you believe there is an error in your account, please contact us at [customerservice@batlgrounds.com](mailto:customerservice@batlgrounds.com). within 30 days.

## 10. Communications

By joining the Program, you agree to receive transactional communications regarding your account (e.g., reward notifications, expiry reminders, and Program changes). You may also receive promotional communications about the Program and our venue. You may opt out of marketing and promotional communications at any time by following the “unsubscribe” or “stop” prompts in the communication. Opting out of marketing communications will not affect transactional communications related to your account or rewards.

## 11. Privacy

Your personal information is collected and used in accordance with our Privacy Policy, available at <https://batlgrounds.com/privacy/>. By enrolling in the Program, you acknowledge that you have read and understood our Privacy Policy. We collect and use your personal information for the purposes of administering the Program, including tracking your purchases, calculating rewards, communicating with you about the Program, and improving our services. For any privacy-related questions or requests, please contact us at [customerservice@batlgrounds.com](mailto:customerservice@batlgrounds.com).

## 12. Liability

To the maximum extent permitted by applicable law, we are not liable for any loss or damage arising from your participation in the Program, including the expiry or forfeiture of points or rewards where we have complied with the notice requirements in these Terms. Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the Consumer Law, or any equivalent consumer protection legislation in your jurisdiction, that cannot be excluded, restricted, or modified by agreement.



### 13. Governing Law

These Terms are governed by the laws of Harris County (Houston, TX) or Ottawa, Ontario, Canada. Nothing in these Terms limits any rights you may have under the consumer protection or privacy laws of the jurisdiction in which you reside, including but not limited to the Canadian Consumer Law and the Privacy Act for guests located in Canada or the United States of America

NOTE: THE FOLLOWING PARAGRAPH DOES NOT APPLY TO THE U.S.A.

ONTARIO ONLY: These Terms and Conditions are governed by the laws of the province of Ontario and the federal laws applicable in Ontario, without reference to conflict of laws provisions.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of the Program, shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any intellectual property right of LCL, its affiliates or subsidiaries or any third party, or any privacy or publicity rights, in which case you acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by LCL, its affiliates or subsidiaries or the applicable third parties.

- **Texas Participants:** These Terms are governed by the laws of the State of Texas. Any disputes shall be resolved in the courts of **Harris County**, Texas.
- **Ontario Participants:** These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada. Disputes will be settled by final and binding arbitration in **Ottawa**, Ontario, except where prohibited by the *Consumer Protection Act*.

### 14. General

By participating in any aspect of the Program, you (and your parent or legal guardian on your behalf, as the case may be) agree to be bound by these Terms and Conditions. These Terms and Conditions may be amended from time to time and you should check <https://batlgrounds.com/loyalty-program> regularly for any updates.

These Terms and Conditions and any other Program information on <https://batlgrounds.com/loyalty-program> replace the terms and conditions of the BATL Loyalty program.

Unauthorized reproduction of any BATL Loyalty Rewards is prohibited and can result in legal prosecution. All Accounts belong to us and may be revoked at any time at our sole discretion.



You are responsible for protecting and keeping secure your Account and any password or security questions used in connection with your Account.

We reserve the right to terminate the Program, or any part of it, at any time on 45 days prior written notice (to be provided at Participating Locations, on our websites, or through other communications to Program members, including via email). If the Program is terminated, you will have up to 45 days after the effective termination date to redeem any points in your Account. After the expiry of the 45-day period, any program points that have not been redeemed will be forfeited.

We reserve the right to sell or transfer all or part of the Program to a related company or to a third party, to merge with another entity or to engage in any form of corporate, reorganization or financing transaction. In addition, the manner in which the Program is provided to you and the organizations providing offers in connection with the Program may change. Please refer to our Privacy Policy at <https://batlgrounds.com/privacy/> for details as to how your personal information would be handled in such cases.

If any of the information you were required to submit when you registered for the Program changes (such as your name, mailing address, email address or phone number), you must let us know immediately and give us your current information. We are not responsible if we cannot contact you because you have not given us current, accurate information.

We reserve the right to refuse to allow you or any person you seek to add to your Account to join the Program for any reason in our sole discretion, including for not meeting the eligibility requirements or for having a membership cancelled previously.

We may, at any time, suspend or cancel your participation in the Program, if, in our view, you have abused any Program privilege, failed to follow these Terms and Conditions, or made any misrepresentation to us or to any entity associated with or participating in the Program. In the event that your participation in the Program is suspended, BATL Points in your Account that have been accumulated as a result of an abuse of a Program privilege, failure to follow these Terms and Conditions or a misrepresentation may also be forfeited and removed from your Account. In the event that your participation in the Program is cancelled, all accumulated BATL Points in your Account may also be forfeited and removed from your Account.

We reserve the right to withdraw or temporarily change or suspend all or part of the Program in any way, in the event of a material error, omission, technical problem, computer virus or bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond our reasonable control that interferes with the proper conduct of any aspect of the Program as set out in these Terms and Conditions. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Program in any way (as we may determine in our sole discretion) could be a violation of criminal or civil laws and should such an attempt be made, we reserve the right to seek remedies and damages to the fullest extent permitted by law.

Our failure to exercise any of our rights, powers or remedies in these Terms and Conditions or at law, or any delay in doing so, does not constitute a waiver of those rights, powers or remedies.



The single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the exercise of any right, power or remedy.

Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires, and the word “including” means “including but not limited to”. Any dollar amounts referenced in connection with the Program or these Terms and Conditions are referenced in your registered local country of residence(s) dollars.

Each of the provisions contained in these Terms and Conditions is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of these Terms and Conditions.

## **15. Contact**

If you have any questions about these Terms or the Program, please contact us at:

[customerservice@batlegrounds.com](mailto:customerservice@batlegrounds.com)

1-844-228-5550