

By participating within Podium Perks to receive and redeem benefits of the Full Throttle Adrenaline Park loyalty program, including, without limitation, loyalty program points, you agree that:

 you consent to the collection, use, and disclosure of your personal data by the Full Throttle Adrenaline Parks, the Loyalty Program, Participating Properties and Partner Programs, and their authorized third-party agents and licensees in accordance with the <u>Company's Privacy Statement</u>.

The Podium Perks Loyalty Program is a loyalty reward program offered by Full Throttle Adrenaline Parks to customers of the company. The program is accessible In-Park only. The Podium Perks Loyalty Program allows customers in accordance with the present terms & conditions to collect and accrue points when making purchases on activities/items identified by Full Throttle Adrenaline Parks and to redeem these points for rewards offered by Full Throttle Adrenaline Parks. Members acquire no vested right or entitlement to the continued availability of any particular reward, benefit or redemption level. By using or enrolling in the Podium Perks Loyalty Program, you accept and agree to be bound by these terms & conditions.

Membership is free and no initial purchase is required in order to become a member. To become a valid member, you must have a completed Clubspeed/Full Throttle Adrenaline Park profile (this can be created via our website and In-Park). Podium Perks rewards are allocated to the sole individual associated with the redeeming account. Points cannot be altered. Points will be added to your account within 24 hours of your purchase. Points are redeemable 24 hours after accumulation. Loyalty Program cannot be combined with additional offers. Points are accrued by purchasing products, selected by Full Throttle Adrenaline Parks, that are able to be assigned to an individual customer.

If the Full Throttle Adrenaline Parks determines that a Podium Perks Loyalty Program Member has abused any of the program's privileges, fails to comply with any of the program terms, or makes any misrepresentation to Full Throttle Adrenaline Parks the Company may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending such Member's privileges under the Program, revoking any or all of the points in such Program Member's Account, and/or revoking the Program Member's membership in the Program, in each case, with or without advance notice to the Member and without liability to the Company.

Unless further restricted elsewhere in the Program Terms, Membership is only available to individual account holders. Program Members are responsible to advise Full Throttle Adrenaline Parks immediately of any change to their address or other contact information. Full Throttle Adrenaline Parks will not be responsible for any communication not received by a Program Member, provided that the Company sent such communication to the address or other contact information then on file from such Program Member.

Member's may use their points to purchase activities for another guest via in-person communication to a Full Throttle Adrenaline Park Customer Service Representative during the checkout process. In-Park guests may use their points to redeem or 'gift' another guest with a redemption, the account holders must be in attendance and authorize the redemption. Points are only available to be used with In-Park purchases. Points redemption is unavailable online, accrual is available for applicable online purchases made through GoFullThrottle.com. The Company assumes no liability or responsibility for points redeemed by any person(s) prior to a notification to the Full Throttle Adrenaline Parks' Guest Service Department that their account has been compromised. Any points redeemed prior to notification shall be at the Member's risk.

Points can be redeemed for rewards. When enough points have been accumulated to obtain the reward(s) desired, redemption may occur In-Park at all Full Throttle locations as set forth on the Program website or Explainer Page.

A Member must provide his/her name when redeeming points to protect the integrity of the Member's points balance. Each Member is responsible to ensure that all Personal Information is correct and up-to-date and Full Throttle Adrenaline Park reserves the right to block redemptions where the Member information is inaccurate or incomplete. Members are solely and entirely responsible for keeping their Account secure. If a purchase price is lower than the redemption value of the points, the remaining dollar value associated with all utilized points will be forfeited.

Points have no cash value and are not exchangeable for cash. The accumulation of points does not entitle the Program Members to any vested rights, and the Company does not guarantee in any way the continued availability of any reward, redemption level, rebate or any other benefit. The Company assumes no liability to Members as regards the addition or deletion of items from or for which points can be collected and/or redeemed.

In the event of a return/exchange of any eligible purchase that initially earned points, such points will be deducted automatically from the Account that was used for the eligible purchase (whether or not the Member is presented at the time of return and/or exchange).

Points will be deducted at the same rate as they were earned. Upon the return and/or exchange of products awarded through the redemption of points, all redeemed points will be forfeited.

Except as permitted from time to time by Full Throttle Adrenaline Park, points cannot be assigned, exchanged, traded, bartered, purchased or given by gift or otherwise sold. Any points so acquired are void. For the avoidance of doubt, such prohibited transfers include transfers upon operation or law upon the death of a Member.

From time to time, the Company may advertise or offer exclusive offers to select Members to redeem points for items other than a discount reward, or receive other benefits or discounts.

We are committed to protecting your privacy. We will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address, telephone numbers, date of birth, account number and purchasing information ("**Personal Information**").

You understand that through your use of the Program, you consent to the collection and use of this information. As part of providing you the Program, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Program and your Account.

By sharing your email address and as an active customer and Program Member, we and/or our service providers may communicate to you special offers, services, promotions and program information. You can unsubscribe from receiving such messages at any time by contacting customer service of the applicable entity, or by clicking unsubscribe at the bottom of any promotional email.

By enrolling in the Program, each Member (i) certifies that he or she is over the age of majority in the province in which he or she resides (or is supervised by a parent or legal guardian who agrees to the Program Terms) and of mental capacity (or is supervised by a legal guardian who agrees to the Program Terms), (ii) consents to the company's collection and use of certain personal information, except as he or she may otherwise notify the Company and (iii) agrees to the Program Terms, as they may be amended from time to time.

Any abuse by a Member of the Program's privileges, any failure by a Member to follow these Terms and Conditions, or any misrepresentation by a Member may subject the Member to expulsion from the Program, including forfeiture of all accumulated points. Every effort has been made to ensure that the information herein is correct. The Company is not responsible for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on its website. Any waiver by the Company of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of the Company as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by the Company in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

If you have any questions about these Terms and Conditions or if you wish to provide any feedback with respect to the Program, please contact us at: <u>info@gofullthrottle.com</u>.