

Pogo's Inner Circle

Welcome to the **Catalyst Ranch** (the "**Company**") Pogo's Inner Circle Rewards Program (the "**Program**"). The Program is a customer rewards program offered by the Company to you, subject to your acceptance of these terms and conditions (the "**Terms**"), the Company's privacy policy, and any amendments that the Company makes.

BECAUSE THESE TERMS AFFECT YOUR LEGAL RIGHTS, IT IS IMPORTANT THAT YOU READ THEM CAREFULLY.

By participating in the Program, you: (i) certify that you are over the age of majority in the jurisdiction in which you reside; (ii) consent to the Company's collection and use of your personal information (as set out below); and, (iii) agree to these Terms, as they may be amended from time to time. If you do not agree to these Terms, you cannot participate in the Program.

1. **Earning Points.** You earn Program rewards points ("**Points**") by booking meetings and events at the Company's location at 656 W. Randolph St - Suites 3W & 4E, Chicago, IL 60661 calculated on the room rental charge (net of any discounts), additional participant room rental charge (net of any discounts), additional focus group services (incl. recording and hostessing), Ranch Hand for Hire services, catering (if booked through the Company) and Ranch packages (incl. Party Collaborative and Energizers). Food tax, gratuities, parking vouchers, shipping charges and photocopies do not earn Points. The Company may change the basis upon which Points are awarded, including the number of Points awarded per dollar spent, at any time, without notice to you. **1 number of dollars spent = 1 number of points.** Points are earned and will appear in your account once full payment of all invoice charges is received by the Company.
2. **Additional Membership Perks.** As you earn points and reach a certain level, you are entitled to additional perks as defined below:

Creative Environment Enthusiast: Accumulate 15,000 points within a 12-month period and receive 3% on your room rental charges on all future Cherry On Top meetings. Must accumulate a minimum of 5,000 points per year to maintain this level of rewards for the following year.

Insight Incitor: Accumulate 25,000 points within a 12-month period and receive 5% on your room rental charges on all future Cherry On Top meetings. Must accumulate a minimum of 10,000 points per year to maintain this level of rewards for the following year.

Breakthrough Thinker: Accumulate 40,000 points within a 12-month period and receive 8% on your room rental charges on all future Cherry On Top meetings. Must accumulate a

minimum of 25,000 points per year to maintain this level of rewards for the following year.

3. **Membership.** To participate in the Program, you must be a Program member. The Company may determine who it grants membership to, and may revoke your membership at any time, without notice to you. You may complete an application for membership by providing the Company with your full name, email address and telephone number. Only one Program membership is available per person.
4. **Program Member's Organization Earns Points.** Points are only earned by the Company/Organization represented by the Member, and will only be deposited to, the Company Account associated with the member booking the meeting or event in question.
5. **No Cash Value.** Points have no cash value.
6. **Refunds.** If you receive a refund for any cancelled meeting or event, any Points awarded for that purchase will be deducted from your account.
7. **Redeeming Points.** Each point equates to \$.03 in value and may only be used to redeem for Meeting Amenities such as breakfast, lunch, energizers, parking vouchers, Incite Insight Notebooks, Catalyst Ranch mugs or other Catalyst Ranch merchandise dependent on availability and Meeting Mix-Ins (teambuilding additions to your meeting). For example, a 1,000 point redemption translates to a credit of \$30 against any of the aforementioned Meeting Amenities. Points must be redeemed at a minimum level of 500 points per redemption. You may redeem Points by email to Lyndon@catalystranch.com or your Client Services Manager or by such other means that the Company requires. This can be done at the Company's location, by phone communication or email communication.
8. **Errors.** The Company is not obligated to honour a redemption request on an inaccurate Points value resulting from an error in printing, production or posting.
9. **Inspection.** You must inspect the reward item you receive at the time you receive it, in order to ensure that it is satisfactory. If it is not, you must immediately notify the Company employee of any defect. If you do not do so, you are deemed to have accepted the reward item.
10. **Changes to the Program.** The Company may:
 - a. terminate the Program at any time, without notice to you;
 - b. restrict, suspend, extend or otherwise alter the Program (or any aspects thereof), without notice to you; and/or,

c. revise these Terms.

11. **Revocation of Membership.** If, in the Company's opinion, you abuse any of the Program privileges, or breach any of these Terms, the Company may revoke your membership, without notice to you, and cancel any reward points that you have accumulated.
12. **Inactivity.** If you do not participate in the Program for 18 consecutive months, your account will be deemed to be inactive and all accumulated Points will be forfeited.
13. **Taxes.** You are solely responsible for any tax consequences flowing from your participation in the Program (including the reporting of any tax benefit, and the payment of all applicable taxes).
14. **NO WARRANTY. THE COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, DO NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS OR SERVICES RELATED THERETO, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES.**
15. **IMPORTANT DISCLAIMER. THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL LOSSES OR DAMAGES. IF THE COMPANY IS FOUND LIABLE FOR ANY REASON (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF CONTRACT), ITS LIABILITY WILL BE LIMITED TO \$100.**
16. **Up-to-date information.** You must ensure that the information you provide to the Company is complete and up-to-date. If any information changes, you must notify the Company immediately.
17. **Privacy.** The information you provide as part of the Program is used in compliance with the Company's privacy policy. Please refer to this policy for more information.
18. **Definition.** In these Terms, 'including' means 'including without limitation'.
19. **Assignment.** The Company may assign the Program without notice to you. Upon doing so, the Company is released from any further obligations to you, all of which are assumed by the assignee.
20. **Void where prohibited.** These Terms are void where, and to the extent, prohibited by law. Taxes may also be applicable, where required by law.

21. **Effective Date.** These Terms are effective as of the date you receive your first enrollment communication, and replace any previous version. Publications of these Terms on the Company's website is deemed to be notice of such Terms (where notice is required to be given).