

PPX LOYALTY FULL TERMS & CONDITIONS

Effective January 1, 2014

The PPX Loyalty Program is a promotional program offered by Smith & Wollensky Restaurant Group (SWRG), an operating business owned by Bunker Hill Capital in Boston, MA.

All benefits and rewards offered by SWRG in the PPX Loyalty program are conditional upon compliance with these Terms & Conditions. Your use of any of the benefits offered in the PPX Loyalty program constitutes your agreement to these rules and all other restaurant regulations regarding transactions, applicable alcohol, tax, gratuity, other Gift Card programs and promotional rules. SWRG may adapt and modify its program rules at any time. Some changes may affect the value of points or rewards already accumulated and the right to certain rewards. Any such changes will be posted on our website at <http://www.smithandwollensky.com/ppx>. Your continued participation in the program constitutes consent to any such changes.

Please Note – The New York City location does not participate in this program.

Membership Enrollment—The PPX Loyalty program is open to individuals, 21 years of age or older. Corporations or businesses cannot be enrolled as members. Members must give full name to participate, including given name, middle initial or name and family surname. The member name must be the same as listed on official identification (driver's license, State issued identification card or passport).

Membership numbers and benefits are not transferable. Only one person can be enrolled per PPX Loyalty membership and only one card will be issued per person. Members may not maintain more than one PPX Loyalty account. Spouses may not share membership.

SWRG employees or people living in the same household as an employee are not eligible to participate.

There is a one-time enrollment fee of \$25 to establish membership. Enrollment fee is not applicable toward program points. Members earn 500 Reward Points upon paid membership enrollment = \$25 Reward Dollars. Enrollment offered through special "no fee" promotions or waivers are not eligible for the 500 starter bonus points.

For membership purchased online, members will receive their PPX Loyalty Member Card in the mail. If a member wishes to earn points prior to receiving the card, members may present their telephone number 24 hours after joining the program.

Membership Status—Members earn 1 point for every \$1 spent on food and beverages, excluding tax and gratuity, for a la carte restaurant dining only. Participants in the PPX Loyalty program can take advantage of benefits as soon as they have an active membership account.

- Points are earned and tracked calendar year January 1 through December 31, 2014.
- Points are not earned for any contracted Private Events.
- Members must redeem a minimum of 500 points to get \$25 in Reward Dollars. All redemptions are in increments of 500 points = \$25 in Reward Dollars.
- Only the member(s) paying the bill may accumulate points and that member must be present at payment.
- Reward Dollars may not be used with other promotions, offers, gift cards or discounts and are not valid for alcohol, tax or gratuity.
- Members cannot obtain points for purchases made prior to enrollment. Points are not earned on dollars paid with Reward Dollars.
- Points have no cash value and may not be redeemed for cash.
- Points are non-transferable and non-divisible, and may not be combined with other members' accounts under any circumstances.
- SWRG is not liable for points or Reward Dollars lost due to fraudulent or unauthorized use or transfers. This includes fraud caused by lost cards, [insert comma] and SWRG cannot replace Reward Dollar or certificates if they are lost or stolen.

PPX Benefits—As members accumulate points status will upgrade to Green and Gold. When you achieve Green or Gold status your benefits are available immediately; however, you have to earn that level each calendar year January 1 through December 31, to maintain Green or Gold status. Members not earning Green or Gold for the calendar year retain PPX status as long as they earn a minimum 500 points. Points will not expire as long as member earns 1,000 points during a calendar year. Unused points will expire 12 months from the date of last transaction, when the 1,000 point minimum is not met within calendar year. See www.smithandwollensky.com/ppx for Membership Loyalty Levels benefits.

Loyalty Award Definitions:

PRIME Steaks Online E-Certificate (ARV \$100)—Green Members will receive an E-certificate towards PRIME Steaks purchased at shop.smithandwollensky.com.

In-Your-Prime Birthday Steak (ARV \$50)—Green Members are invited to celebrate your birthday at any SWRG location, with a complimentary steak when



you purchase another steak or an entrée at the regular price (some exceptions apply). Certificate is valid through the end of your birthday month, for food purchase only.

Chef's Dinners—For Gold Members the Chef's Dinner for 4 has a value of up to \$400 toward food/dinner. Alcohol, tax and gratuity not included. To be scheduled at least one week in advance with our PPX Concierge. The dinner must be redeemed by one year from issue date. Should a member decide to gift the certificate, a note with PPX account number and personal signature must accompany the certificate at the time it is redeemed.

Gold Grand Awards—Gold Members accruing at least 10,001 points remove comma among all members nationally will qualify for the PPX Grand Awards Random Sweeps. One of two trips to Miami sponsored by Chateau d'Esclans and Mandarin Oriental Hotel Group Miami or to Las Vegas sponsored by Southern Wine & Spirits of Nevada and Mandarin Oriental Hotel Group Vegas will be awarded. Employees of Smith & Wollensky Restaurant Group, or its affiliates, promotion partners, distributors or advertisers, and their immediate family or persons living in the same household, are not eligible to qualify for prizes from the Grand Awards drawings.

One winner for each award will be selected in a random drawing from all eligible members reaching a minimum of 10,001 points by December 31, 2014. See PPX Grand Award Random Sweeps rules at www.smithandwollensky.com/ppx for details.

Statements & Updates—The PPX Loyalty program may have changes and updates to enhance the program. SWRG reserves the right to make such changes effective, or retroactive in some cases, at any time. To receive notice of these changes please keep your member profile updated. Should you have changes to your contact information, preferences or other details, please update your email profile.

Log into the PPX Loyalty program website regularly to track your status. We will send out notices for specials and incentives so you can earn additional points and move to the next level of benefits.

Membership Audit—SWRG reserves the right to audit members' accounts at any time to ensure compliance with the PPX Loyalty program. In the event the audit reveals discrepancies or violations, we may delay the processing of Reward Dollars or participation in the complimentary events, promotional offers or annual Grand Award prize drawings. During an investigation the member may continue to accrue points, but no redemptions or other transactions will be permitted. Any cancelled Reward Dollars must be surrendered upon SWRG request.

Membership Requests—Many times guests may have specific questions or want to get in touch with the PPX Concierge. Some of the items we might be able to assist with include:

- Need to understand the elements of the program
- Reactivation of an old account
- Any issues with updating account profile
- Resetting a password / Forgot password

Should you have a special request or require other follow up, please send your request to ppx@swrg.com or call 617.600.3597 Monday-Friday 8AM-3PM Eastern, except on major holidays.

Mail requests can be sent to:
PPX Loyalty Program
Smith & Wollensky Restaurant Group
260 Franklin Street, Suite 240 | Boston, MA 02110
617.600.3500

Termination—Under the PPX Loyalty program your points never expire as long as you earn 1,000 points during an annual calendar year. However, accumulated points are not member property and may be revoked, cancelled, limited, or modified at any time, even though such action may affect the member's right to use previously accumulated points.

SWRG reserves the right to de-activate or close an account under the following circumstances:

- Member does not earn a minimum of 1,000 points annually.
- Fraudulent activity with this program or any other transaction associated with restaurant, Shop Site or Gift Card purchases.
- Rewards or points are bartered or sold. This is strictly prohibited.
- Member requests for account to be closed.
- Member does not respond to repeated communication attempts regarding account status.

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GRAND AWARDS RANDOM SWEEPS RULES & CONDITIONS
Effective January 1, 2014



Eligibility: PPX Gold Members accruing at least 10,001 points by December 31, 2014, among all members nationally will qualify for the PPX Grand Awards Random Sweeps, to win one of two Grand Awards Trips. One winner for each award will be selected in a random drawing from all eligible Gold Members by end of calendar year. Employees of Smith & Wollensky Restaurant Group, or its affiliates, promotion partners, distributors or advertisers, and their immediate family or persons living in the same household, are not eligible to qualify for prizes from the Grand Awards drawings.

Members must reach 10,001 points by December 31 each year to qualify. Winner must be a legal US resident, 21 years of age, as of enrollment date in program.

Miami South Beach Trip provided by Chateau d'Esclans and Mandarin Oriental Hotel Miami—Prize includes:

- Airline voucher for two (ARV \$1,500)
- 4-day, 3-night stay for two provided by Mandarin Oriental Miami Hotel (ARV \$2,100)
- South Beach Wine & Food Festival Tickets for two (ARV \$300)
- Dinner at Smith & Wollensky South Beach Restaurant (ARV \$300)

Total ARV for this prize \$4,200.

Winner must be able to fulfill South Beach Trip prize during the dates of February 20-22, 2015. Prize Winner and his/her guest(s) are responsible for obtaining all required travel documents prior to travel. Prize Winner and his/her guest(s) must travel together on the same itinerary. Prize Winner and his/her guest agree to comply with these official rules and regulations.

Las Vegas – Vegas-in-Style Trip provided by Southern Wine & Spirits of Nevada and Mandarin Oriental Hotel Vegas—Prize includes:

- Airline voucher for two (ARV \$1,500)
- 4-day, 3 night stay for two at Mandarin Oriental Las Vegas Hotel (ARV \$1,200)
- Exclusive VIP Tour of Southern Wine & Spirits Facility (ARV \$300)
- Tickets for two to Las Vegas Show (ARV \$300)
- Dinner for two at Las Vegas Smith & Wollensky Restaurant (ARV \$300)

Total ARV for this prize: \$3,600

Winner must be able to fulfill Vegas-In-Style prize during the dates of February 1, 2015 through July 31, 2015 (subject to blackout dates and hotel availability). Prize Winner and his/her guest(s) are responsible for obtaining all required travel documents prior to travel. Prize Winner and his/her guest(s) must travel together on the same itinerary.

DRAWING AND AWARDING OF PRIZES. Random Drawing – Winners will be selected in a random drawing from all eligible Gold Members entries received on or about January 15, 2015. Decisions on drawings are final. Limit one winner per family, household or email address. Odds of winning will depend on the total number of eligible Gold Member participants.

All prize claims are subject to verification by Sponsor. The potential winners must complete, sign, and return an Affidavit of Eligibility (which affirms that he/she has complied with these rules) as well as a liability release and a publicity release, each of which must be completed, signed and returned within ten (10) days from date of issuance or prize will be forfeited. If any prize, prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner. The potential winner must confirm the travel itinerary for all passengers within ten (10) days from the date of issuance or prize will be forfeited. Except where prohibited by law, acceptance of a prize constitutes each winner's consent to use of his/her name, likeness, biographical information, and/or photograph without further compensation for advertising, promotional and publicity purposes by Sponsor. By accepting a prize, winners acknowledge compliance with these Official Rules.

USE OF DATA. Sponsor will be collecting personal data about participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.smithandwollensky.com/privacy. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

OTHER CONDITIONS. All federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to cancel, terminate,

modify or suspend this Promotion or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, (b) the Promotion or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Promotion is otherwise not capable of running as planned by Sponsor. In the event Sponsor takes any of the actions discussed above, Sponsor will provide notice thereof at www.smithandwollensky.com. In the event Sponsor terminates the Promotion prior to the end of the Promotion Period, Sponsor will award prizes in a random drawing from among all eligible, non-winning entries received as of the Promotion termination date.

By entering, participants agree to release and hold harmless Sponsor, Administrator and each of their parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Promotion or acceptance or use of any prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Promotion, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Promotion in any way shall be disqualified. The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

Winners are responsible and must pay for all federal, state and local taxes, any applicable fees, service charges, surcharges or passenger facility charges, and gratuities, incidentals and any other unspecified expenses associated with acceptance or use of the Prize. Prizes are provided "as is" and without any warranty of any kind. Prizes are non-transferable and may not be redeemed for cash value. Sponsor reserves the right to substitute prize of equal or greater value if advertised prize becomes unavailable. Neither Smith & Wollensky nor any of the participating partners are responsible for any sales tax, insurance, maintenance, or other claims. Prize Winner and his/her guest agree to comply with these official rules and regulations. Grand Prize winners will receive an IRS W-9 form representing the total value of the prize trip.

Sponsor and Administrator are not liable for any expenses incurred as a consequence of a flight cancellation or flight delay.

WINNERS' LIST. Winners will be posted in a News Article at smithandwollensky.com no later than February 15, 2015.

SPONSOR. This drawing is sponsored by Smith & Wollensky Restaurant Group, Inc. 260 Franklin Street, Suite 240 Boston, MA 02110 and administered by NOBLE, 33 West Monroe, Suite 200, Chicago, IL 60603.

Mandarin Oriental The Hotel Group, Chateau d'Esclans and Southern Wine & Spirits of Nevada are not Sponsors or Administrators of this drawing.

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