

PPX LOYALTY FULL TERMS & CONDITIONS

Effective April 2, 2013

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 www.smithandwollensky.com. Check the rules on the website, as they are the most current authoritative statement of the rules in effect at any time. Your continued participation in the program constitutes consent to any such changes.

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).

Please Note – The New York City location will not be participating in this program.

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 towards 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 earned in the introductory year begin Nov. 1, 2012 thru Dec. 31, 2013, therefore the benefit of an extended period. Thereafter points will be tracked calendar year Jan. 1 through Dec. 31.
- 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 Rewards 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 and 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 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:

STEAK TO GO CERTIFICATES—Green Members will receive an email notification for a complimentary Steak to Go 4-Pack. This will include four-14 oz. filets with our proprietary Coffee and Cocoa Rub. Value of this offer will be automatically loaded onto member's PPX account. Guests can order in advance for pickup at their choice of restaurant. The approximate Retail Value of this offer is \$100. 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.

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, among all members nationally will qualify for the PPX Grand Awards Random Sweeps, of either the Wine Vineyard Trip or a Luxury Car lease. One winner for each award will be selected in a random drawing from all eligible members reaching a minimum of 10,001 points by end of calendar year. See PPX Grand Award Random Sweeps rules for details.

Statements & Updates—The PPX Loyalty program may have changes and updates to enhance the program over time. To receive notice of these changes please keep your member profile updated. Should you have changes to your contact info, 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 guest 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.