

Movietowne Fan Club

These Terms and Conditions govern use of the Movietowne Rewards Program

The Movietowne Rewards Program is operated by Multicinemas Trinidad Ltd. As a member of the Movietowne rewards Program, you are a member of the Movietowne Fan Club and can earn points, receive rewards, and access other Member benefits.

Acceptance of Terms of Use

Please read the following information carefully before using the Site or enrolling in the Movietowne Rewards Program. By clicking "I agree to the Terms and Conditions" you agree that you have read and understand these Terms and Conditions and are bound by them, as changed periodically. Movietowne reserves the right, in its sole discretion, to modify, alter, or otherwise update this agreement at any time. By clicking "I agree" when using the Movietowne Rewards Program webpage at www.movietowne.com or the Movietowne Fan Club page in the Movietowne mobile app, after any changes to these Terms and Conditions have been posted, you accept those changes.

Any changes to the Terms and Conditions will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. If you do not agree to any change(s) to the Terms and Conditions, you must notify Movietowne to terminate your Account.

1. **Enrolment:** Enrolment in the Movietowne Rewards Program: To enrol in Movietowne Rewards Program you must meet the terms for participation established by Movietowne. Once your enrolment is processed and accepted by us, we will establish an account in your name ("Account") and assign you a member identification number ("User ID"). Access to your Account is through the Movietowne website or the Movietowne mobile app. Enrolment is limited to one Account per member per email address.

Enrolment in the Movietowne Fan Club: **THERE IS A FEE TO ENROL.**

2. **Participation:** Enrolment, membership, and all related benefits of the Movietowne Rewards Program are offered at our discretion.

You consent to our collection and use of your personal information in accordance with our [Privacy Policy](#).

Movietowne reserves the right to unilaterally modify, suspend, or discontinue all or any portion of the Movietowne Rewards Program in accordance with these Terms and Conditions. The financial terms of the Movietowne Rewards Program and certain Rewards, as described below, as subject to change, including for example, for special or limited offers.

You may not sell, exchange, charge or otherwise dispose of any points or Member benefits.

3. **Rewards under the Movietowne Rewards Program**

Members earn 1 point for every ten dollars spent. A Member may be able to redeem accrued points for benefits which may include, among other things, tickets, upgrades, discounts, coupons, special offers, screenings, and other Member-only benefits. Certain Rewards are offered on a first-come, first-served basis due to limited quantities. Available Rewards are subject to change and may be subject to age-related restrictions solely at our discretion.

Points are awarded based on the pre-tax subtotal of your transaction. The value of points given will be equivalent to the pre-tax dollar value of your purchase, rounded up to the nearest whole dollar.

3.1 Earning Points: Points are earned through making purchases on the Site and at participating Movietowne locations.

In order to qualify to accrue points, you must identify yourself as a Member by presenting your Loyalty card or required information when dealing with the Site and participating Movietowne locations.

Points that you accrue as a result of your transactions with the Site and participating Movietowne locations will be posted to your Account. Points will normally be posted to your Account within twenty-four (24) hours from the time of your purchase from the Site or participating Movietowne locations, but we do not assume any liability for a failure to do so in a timely manner. You are solely responsible for checking your Account regularly to ensure that your points are properly credited. If proper credit does not appear on your activity statement, you should contact us via the Site and then provide any requested documentation to verify your purchase. We reserve the right to determine whether points should have been posted to your Account and to adjust your Account accordingly.

If you believe that any Account summary showing the number of points in your Account is in error, you must notify the point-issuing Movietowne location, or contact us through movietowne.com, within thirty (30) days of the date the point was or should have been issued or it will be deemed correct. You may be required to submit documentation (such as receipts) to support your claim.

Points are not redeemable for cash. Points are not eligible for re-sale or exchange. Points may not be used towards the purchase of a Gift Card or alcohol.

3.2 Adjustments: In the case of any failure by you to follow these Terms and Conditions or any other fraud or abuse related to the Movietowne Rewards Program, including but not limited to your engaging in a pattern of returning or cancelling products or services after the corresponding points have been credited, as determined by us in our sole discretion, we reserve the right to make any adjustments to your Account at any time and to take appropriate administrative or legal action. In such a case, some or all of your points earned through the Movietowne Fan Club may be forfeited and your Account closed, and we reserve the right to seek reimbursement from you for the cost of any Reward you received upon redemption of points that are subsequently deducted from your Account.

3.4 Termination, Changes, and Breach: We may change any aspect of the Movietowne Rewards Program including issuing and redemption procedures or any Rewards in any respect, all without notice. For example, but without limitation, we may add, delete or change participating Movietowne locations, time limits for collection, redemption or use of points or Rewards; redemption conditions or procedures; or the value of purchases required for particular Rewards. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. If:

- no points are recorded in your Account for twenty-four (24) months;
- you commit fraud;
- you misrepresent any information;
- you violate any Terms and Conditions;
- you abuse your Movietowne Rewards Program privileges; or
- you act in any other way to the detriment of us, our participating Movietowne locations, or the Movietowne Rewards Program,

we may, without affecting our other rights, terminate your enrolment and/or cancel your points and disclose only appropriate information requested by proper authorities. If points expire or are cancelled for any reason, they become void without compensation.

4. Limitations of Liability: UNDER NO CIRCUMSTANCES SHALL MULTICINEMAS TRINIDAD LTD HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY EXPENSE, LOSS, COST, INJURY, DAMAGE, DELAY, ACCIDENT OR ANY OTHER MATTER OR THING WHATSOEVER (COLLECTIVELY, "COSTS"), HOWEVER SUFFERED OR CAUSED (INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF INCOME OR PROFITS), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THE MOVIETOWNE REWARDS PROGRAM OR YOUR PARTICIPATION IN THE MOVIETOWNE REWARDS PROGRAM; (II) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING MOVIE REWARDS OR AMENDING THESE TERMS AND CONDITIONS OR THE BASIS ON WHICH YOU CAN REDEEM POINTS; (III) UNAUTHORIZED USE OF YOUR ACCOUNT OR USER ID; (IV) ANY PRODUCT, SERVICE, OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE MOVIETOWNE REWARDS PROGRAM MADE BY A PARTICIPATING MOVIETOWNE LOCATION OR ANY OF THEIR EMPLOYEES, OR ANY OTHER PERSON; (V) THE PURCHASE, REDEMPTION FOR OR USE OF ANY GOODS OR SERVICES OF PARTICIPATING MOVIETOWNE LOCATIONS; OR (VI) YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE MERCHANDISE. THIS APPLIES EVEN IF WE OR OUR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH COSTS.

4.1 Indemnification: You agree to indemnify and hold Movietowne harmless from and against any and all liabilities and costs incurred in connection with any claim directly or indirectly arising out of or related to, any breach by you of these Terms and Conditions, including without limitation, attorneys' fees and costs. Movietowne reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. You further agree to cooperate as requested by Movietowne in the defence of any claim. You shall not in any event settle any claim without the written consent of Movietowne.

4.2 Must be At Least 13 Years Old to be a member of the Movietowne Fan Club.