



## PARTNER REWARDS AGREEMENT

### COMPANY DETAILS

Business Name \_\_\_\_\_

### NOTICE ADDRESS

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

### CONTACT INFORMATION

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Business Description \_\_\_\_\_

### OFFER DETAILS

Offer \_\_\_\_\_

**Offer Availability** (The above offer is available to the following ClubJACK rewards members)

- All ClubJACK rewards members
- "J" ClubJACK rewards members
- "A" ClubJACK rewards members
- "C" ClubJACK rewards members
- "K" ClubJACK rewards members
- "Infinity" ClubJACK rewards members

Location(s) Where Offer is Available \_\_\_\_\_

Offer Time Period  \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

As a ClubJACK Partner Rewards program participant, you certify that the above information is true and correct in all respects and agree that your participation in the ClubJACK Partner Rewards program is subject to the above and the attached terms and conditions.

Company Legal Name \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Return this form to:

**Malea Garfield**

Phone: 216-297-4800

Email: maleagarfield@jackentertainment.com

Mail: ATTN: Marketing Dept., 100 Public Square,  
Cleveland, OH 44113

Fax: 216-297-4771

# TERMS AND CONDITIONS TO CLUBJACK PARTNERS REWARDS PROGRAM AGREEMENT

The ClubJACK Partners Rewards program (“the Program”) is offered by Jack Entertainment LLC on behalf of itself and its gaming affiliates (individually and collectively, “we”, “us” or “our”). Your signature on the cover page reflects your application to us to provide the Offer on the cover page subject to the terms and conditions below (collectively, the “Agreement”). Following your delivery of the executed Agreement to us, we will review the Agreement to determine whether to accept you into the Program. You understand that until we notify you of your acceptance into the Program, you may not advertise that you have any affiliation with the Program. Once accepted into the Program, you agree to participate in the manner set forth in the Agreement.

- 1. Participation in the Program** You will provide the Offer to any person that presents to you their valid and unexpired ClubJACK rewards card. Your participation in the Program is without any fee to be paid by either you or us to the other.
- 2. Term** You will provide the Offer for the period on the cover page. Once the initial Offer period expires, the Agreement shall continue on a month-to-month basis until either you or we terminate the Agreement. You can terminate your participation in the Program by providing us at least 60 days prior written notice of your election to terminate. You understand, however, that we can terminate the Agreement at any time. Any rights or obligations that by their context are intended to survive termination of the Agreement shall survive.
- 3. Exclusivity** You agree that the Offer provided to ClubJACK rewards members shall be unique and not otherwise offered to the general public. To ensure the success of the Program, you agree that you will not enter into any similar arrangement with any other casino, racino or gaming related business within 150 miles of any JACK location. You acknowledge that we may obtain the same or similar discounts from other businesses.
- 4. Promotion of the Program** Your participation in the Program will be identified by displaying at your participating location approved signage in a manner that we may direct. If you wish to advertise your participation in the Program in any other manner, you agree to obtain our prior consent concerning the manner and content. Your affiliation in the Program will be advertised by us in a manner we deem appropriate to promote the Program.
- 5. License to Use Trademarks** So that we can promote the Program and your participation in it, you hereby grant us a non-exclusive, revocable license to use your trademarks, service marks, trade names, logos and domain names. In connection with your grant, you represent to us that you have sufficient rights and authority to grant us the foregoing rights. While we will use your marks, we agree that you will at all times retain full ownership of your marks. You agree not to use our trademarks, service marks, trade names, logos, or domain names without our prior written approval.
- 6. Facility Appearance** Success in the Program is dependent on all participants running their business in a first class manner. You agree to keep your business clean and neat and otherwise in a good state of repair.
- 7. Indemnification** You agree to indemnify us and our direct or indirect affiliates, parents, subsidiaries, and each of the foregoing’s respective directors, officers, shareholders, members, owners, employees, or agents from any claims, losses and expenses (including, by way of example, attorneys’ fees and court costs) they may suffer due to any act or omission of you or any of your affiliates, employees, or agents. This includes, by way of example only, any actual or alleged injury to any person, damage to any property, or any other damage or loss resulting or claimed to result in whole or in part from your participation in the Program, as well as any breach or alleged breach of any of your obligations or representations under the Agreement.
- 8. Regulatory Requirements** As a holder of gaming licenses, we are required to comply with all applicable gaming statutes, rules, and requirements that may be imposed on us by the applicable gaming commission. By participating in the Program, you agree to comply with any gaming requirements that may apply to you. You acknowledge that if at any time any gaming commission disapproves of any part of the Agreement (including pursuant to Michigan Gaming Control Board Rule 432.1221), we may immediately terminate the Agreement.
- 9. Confidentiality** You agree that the Agreement and any information we provide you regarding the Program is confidential. You agree to use reasonable care in safeguarding any confidential information and to disclose it only to those of your employees or professional advisors that have a need to know. Upon our request, you shall return copies of any confidential information that we may have provided you. If you breach your confidentiality obligations, you agree that we shall be entitled to a preliminary and final injunction to prevent any breach or further breach. You agree that you will not disclose any confidential information pursuant to an order of court or to any governmental agency without our written permission and otherwise assist us in obtaining a protective order in connection with any requested release.

- 10. Assignment** You acknowledge that your acceptance into the Program was made by us based on a variety of factors that existed at the time of your application. In light of this, you agree not to assign (by way of merger or otherwise) your rights and obligations hereunder, and not to subcontract any portion of your performance in the Program, without our prior written consent.
- 11. Notices** All communications concerning the Agreement shall be in writing and shall be deemed to have been duly given (a) upon receipt if delivered in person, (b) the following business day after mailing by recognized overnight courier, with proof of delivery requested and charges prepaid, or (c) the same business day if sent by email prior to 4:00 pm ET and proof of such email delivery can be reasonably established. Notices to you shall be sent to your mailing or email address on the cover page. Notices to us shall be sent to One Woodward Ave., Ste. 1100, Detroit, MI 48226, Attention: Chief Marketing Officer, with a required copy sent to One Woodward Ave., Ste. 1100, Detroit, MI 48226, Attn: Legal Team (legalnotices@jackentertainment.com). Either party may update their mailing or email address by sending prior written notice to the other party in accordance with this section.
- 12. Compliance with Laws** You agree to comply with all applicable laws and regulations of any public authority and/or governmental entity that may be required to lawfully operate your business and otherwise perform your obligations under the Agreement.
- 13. Independent Contractor** You acknowledge that the Agreement shall not be construed as creating or constituting a partnership or joint venture between you and us. Accordingly, you do not have any authority to act for us as an agent, partner, or joint venturer, or bind us to any other agreements, promises, or undertakings.
- 14. Miscellaneous**
- a. Entire Agreement; Amendments** The Agreement is the entire agreement between you and us and supersedes all prior understandings between you and us concerning the subject matter of the Agreement. No person other than the parties themselves has any rights or remedies under the Agreement. The Agreement may not be modified except in writing signed by authorized persons of you and us.
  - b. Severability** If any provision of the Agreement is construed to be unenforceable, in whole or in part, the provision shall be construed in a manner to permit its enforceability to the fullest extent permitted by law, and we both agree that all other terms in the Agreement shall remain in full force and effect.
  - c. Successors and Assigns** All rights and obligations under the Agreement shall be binding on and shall inure to the benefit of each of our successors and permitted assigns.
  - d. Waiver of Contractual Right** If either of us fails or neglects to enforce any right either of us has under the Agreement, it will not be deemed a waiver of either of our rights. Rather, a waiver must be in writing signed by the party waiving its rights.
  - e. Applicable Law; Waiver of Jury Trial** The Agreement shall be governed by the laws of the State of Michigan, without giving effect its conflict of law principles. Each of us irrevocably consents to the jurisdiction and venue of the appropriate state or federal courts in Wayne County, Michigan. We each also irrevocably and unconditionally waive any right either of us may have to a trial by jury for any court proceeding arising out of or relating to the Agreement.
  - f. Attorney's Fees** The party for whom a court of competent jurisdiction renders judgment in favor concerning any dispute arising out of the Agreement shall be entitled to an award of costs and attorney fees.
  - g. Remedies Not Exclusive** The remedies provided for in the Agreement are in all cases cumulative and not exclusive; each of us is also entitled to all rights and remedies available under applicable law.
  - h. Electronic Transmission** The Agreement shall be effective and binding (subject to your acceptance by us into the Program) when you have electronically transmitted to us a copy of the signed Agreement.

