

**CharlotteCitipass.com**  
**TERMS AND CONDITIONS**

**IMPORTANT: ALL USERS MUST READ THESE TERMS**

**Acceptance of Terms and Conditions:** Please carefully read the CharlotteCitipass.com Terms and Conditions before accessing or using the rest of this website. By accessing or using any coupons obtained via [www.charlottecitipass.com](http://www.charlottecitipass.com), you ("Subscriber") acknowledge that you have read, understand, and agree to be bound by all the Terms and Conditions set forth in this Agreement, even if you do not make a purchase and/or use the services available through [www.charlottecitipass.com](http://www.charlottecitipass.com).

**Changes to the Terms and Conditions.** [www.charlottecitipass.com](http://www.charlottecitipass.com) reserves the right to make any modification to our Terms as we deem necessary or desirable without prior notification to you. If we make changes to our Terms of Use and you continue to use our Website, including, but not limited to, by logging into your account or printing an online coupon, you are agreeing to and accepting the Terms and Conditions expressed herein, including any modifications. Please note any deletions or modifications to these Terms and Conditions shall be effective immediately upon [www.charlottecitipass.com](http://www.charlottecitipass.com)'s posting.

**Introduction**

This is a summary of [www.charlottecitipass.com](http://www.charlottecitipass.com)'s terms, conditions and privacy policy that are incorporated into this Agreement. For our complete Terms and Conditions, please read below under "[www.charlottecitipass.com](http://www.charlottecitipass.com) Terms and Conditions."

- Your privacy is important to us and we want to protect it. We will not share your personal information with anyone else.
- As a condition of account registration and sign-in, [www.charlottecitipass.com](http://www.charlottecitipass.com) requires that you give us permission to send you administrative and promotional emails. We will send you updates about our products, services, and promotional offers. You can opt-out of our promotional emails anytime by hitting the unsubscribe button at the bottom of any of our email correspondence.
- New offers may be added throughout the year.
- Subscription expires November 30, 2011.
- Each online coupon can only be printed once.
- Each online coupon has a 5 day expiration date once it is printed.
- Subscriber's first and last name is displayed on the coupon.
- If caught duplicating a coupon fraudulently, the subscription will be terminated.

To read the complete [www.charlottecitipass.com](http://www.charlottecitipass.com) Terms and Conditions, please see below.

**[www.charlottecitipass.com](http://www.charlottecitipass.com) Terms and Conditions**

**I. CONDITONS FOR PURCHASE OF SERVICES AND DISCOUNTS**

By purchasing your online subscription, you agree to abide by the Rules of Use as posted on [www.charlottecitipass.com](http://www.charlottecitipass.com), and any additional terms as printed on the coupon itself.

You are required to create an account in order to purchase a Subscription. As a condition of account registration, we require that you allow us to send you informational and promotional emails. You may opt out of promotional emails at any time.

[www.charlottecitipass.com](http://www.charlottecitipass.com) reserves the right at all times to discontinue or modify any of these Terms and Conditions at our sole discretion without prior notification to you. You acknowledge that it is your responsibility to review these Terms and Conditions prior to logging in to your account. If we make changes to these Terms and Conditions and you continue to use our Website or Services, including, but not limited to, by logging into your account, you are agreeing

to and accepting these Terms and Conditions.

## 1. Definitions

As used herein:

**“Subscription”** – Refers to your access to listed online coupons through its stated expiration date.

**“Online Coupon”** – Refers to the coupons accessed and printed from your account at [www.charlottecipass.com](http://www.charlottecipass.com) website.

## 2. Terms and Conditions for Online Coupons

All Online Coupons are subject to the following additional terms and conditions, as well as any conditions listed on the coupon itself.

- The Rules of Use are posted separately on [www.charlottecipass.com](http://www.charlottecipass.com)
- Subscriber’s full name is printed on each Online Coupon.
- Online Coupons will expire 5 days from print date.
- If fraudulent activity (for example, but not limited to, the copying of coupons) is reported to or discovered by [www.charlottecipass.com](http://www.charlottecipass.com), the Subscription will be terminated immediately and no refund of any amount of the purchase price will be due.

Neither [www.charlottecipass.com](http://www.charlottecipass.com) nor the restaurant is responsible for lost or stolen Online Coupons. The restaurant is solely responsible for complying with all state and local laws pertaining to the distribution and sale of alcoholic beverages. Unauthorized reproduction, resale, modification, or trade of this [www.charlottecipass.com](http://www.charlottecipass.com) online coupon is prohibited. Any attempted redemption that violates these Terms and Conditions may render the online coupon void.

## II. CONDITIONS FOR USE of WEBSITE

### 1. Definitions.

"[www.charlottecipass.com](http://www.charlottecipass.com)" provides an interactive promotional online service operated by [www.charlottecipass.com](http://www.charlottecipass.com), Inc. on the World Wide Web of the Internet (the "Web"), consisting of information services, content and transaction capabilities provided by [www.charlottecipass.com](http://www.charlottecipass.com).

### 2. General.

These Terms and Conditions govern the use of this Website by the Subscriber. By using this Website (other than to read this Agreement for the first time), or by creating an account, Subscriber agrees to comply with all of these Terms and Conditions. The right to use this Website is personal to the Subscriber and is not transferable to any other person or entity. Subscriber shall be responsible for protecting the confidentiality of Subscriber’s password(s), if any. Subscriber acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of [www.charlottecipass.com](http://www.charlottecipass.com), and [www.charlottecipass.com](http://www.charlottecipass.com) shall not be responsible for any data lost while transmitting information on the Internet. While it is [www.charlottecipass.com](http://www.charlottecipass.com)’s objective is to make the Website accessible 24 hours per day, 7 days per week, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of [www.charlottecipass.com](http://www.charlottecipass.com), access to the Website may be interrupted, delayed, suspended or terminated from time to time, and that such interruptions or delays do not grant upon the Subscriber any rights or entitlements.

[www.charlottecipass.com](http://www.charlottecipass.com) shall have the right at any time to change or discontinue any aspect or feature of [www.charlottecipass.com](http://www.charlottecipass.com), including, but not limited to, content, hours of availability and equipment needed for access or use. Further, [www.charlottecipass.com](http://www.charlottecipass.com) may discontinue disseminating any portion of information or category of information, may change or eliminate any

transmission method and may change transmission speeds or other signal characteristics.

### **3. Equipment.**

Subscriber shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Website and all charges related thereto. www.charlottecitipass.com shall not be liable for any damages to the Subscriber's equipment resulting from the use of this Website.

### **4. Copyright and Trademarks.**

Everything located on or in this Website, is the exclusive property of Granger Marketing, Inc. or used with express permission of the copyright and/or trademark owner. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THIS WEBSITE WITHOUT THE EXPRESS WRITTEN PERMISSION OF GRANGER MARKETING, INC. IS STRICTLY PROHIBITED. Any violation of this policy may result in a copyright, trademark or other intellectual property right infringement that may subject Subscriber to civil and / or criminal penalties.

This Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of www.charlottecitipass.com protected by copyright as a collective work under the United States copyright laws. www.charlottecitipass.com owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Subscriber may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of www.charlottecitipass.com and the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Subscriber acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the Website shall not be deemed to be in the public domain but rather the exclusive property of [www.charlottecitipass.com](http://www.charlottecitipass.com).

Subscriber shall not upload, post or otherwise make available on this Website any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. www.charlottecitipass.com does not have any express burden or responsibility to provide Subscriber with indications, markings or anything else that may aid Subscriber in determining whether the material in question is copyrighted or trademarked. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission.

### **5. Disclaimer of Warranty; Limitation of Liability.**

SUBSCRIBER EXPRESSLY AGREES THAT USE OF THIS WEBSITE IS AT SUBSCRIBER'S SOLE RISK. NEITHER WWW.CHARLOTTECITIPASS.COM, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE, OR (II) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THIS WEBSITE OR THE MICROSITES.

THIS WEBSITE IS MADE ACCESSIBLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED

BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

IN NO EVENT SHALL WWW.CHARLOTTECITIPASS.COM, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THIS WEBSITE OR THE CONTENTS HEREOF, AND ANY SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE. SUBSCRIBER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THIS WEBSITE AND THE MICROSITES.

IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER WWW.CHARLOTTECITIPASS.COM, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THIS WEBSITE OR ANY OF THE MICROSITES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE SUBSCRIBER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

#### **6. Indemnification.**

You agree that to the fullest extent permitted by law You shall defend, indemnify and hold harmless www.charlottcecitipass.com, its affiliates and their respective directors, officers, employees and agents from and against all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from this Agreement (including the performance, breach, or termination of this Agreement), Your use of this Website, and/or Your purchase or use of anything available through www.charlottcecitipass.com, provided that: (1) such claim, damage, loss, cost, or expense is caused or alleged to be caused by Your negligent acts, negligent omissions, and/or fault, regardless of whether caused in part by the negligent act, negligent omission, or fault of a party indemnified hereunder; or (2) such claim, damage, loss, cost, or expense is caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of www.charlottcecitipass.com, its affiliates and their respective directors, officers, employees and agents and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence or fault of a party indemnified hereunder.

#### **7. Termination.**

www.charlottcecitipass.com may terminate this Agreement at any time. Without limiting the foregoing, www.charlottcecitipass.com shall have the right to immediately terminate any passwords or accounts of Subscriber in the event of any conduct by Subscriber which www.charlottcecitipass.com, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of this Agreement.

#### **8. Trademarks.**

www.charlottcecitipass.com is a trademark of Granger Marketing, Inc. All rights in respect of this trademark are hereby expressly reserved. Unless otherwise indicated, all other trademarks

appearing on [www.charlottecitipass.com](http://www.charlottecitipass.com) are the property of their respective owners.

### **9. Third Party Content.**

[www.charlottecitipass.com](http://www.charlottecitipass.com) contains links to third party websites maintained by other content providers. These links are provided solely as a convenience to you and not as an endorsement by [www.charlottecitipass.com](http://www.charlottecitipass.com) of the contents on such third-party websites and [www.charlottecitipass.com](http://www.charlottecitipass.com) hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party websites. If Subscriber decides to access linked third-party websites, Subscriber does so at its own risk

### **14. Applicable Law**

[www.charlottecitipass.com](http://www.charlottecitipass.com)'s headquarters are in Charlotte, North Carolina. You and We agree that any and all disputes arising out of or related to this Agreement (including the performance, breach, or termination of this Agreement), Your use of the Website, and/or Your purchase or use of anything available through [www.charlottecitipass.com](http://www.charlottecitipass.com) and/or the Website shall be governed by and in accordance with the laws of the State of North Carolina (exclusive of its rules regarding conflict of laws).

### **15. DISPUTE RESOLUTION AND MANDATORY ARBITRATION**

**ALL DISPUTES SUBJECT TO THIS AGREEMENT SHALL BE RESOLVED IN BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AGREE TO BE BOUND TO RESOLVE ALL DISPUTES IN ARBITRATION AND ACKNOWLEDGE THAT YOU ARE FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT. ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) PURSUANT TO THE AAA COMMERCIAL ARBITRATION RULES. THE RULES IN ARBITRATION ARE DIFFERENT AND REVIEW IS LIMITED. AN ARBITRATION CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THE AGREEMENT AS A COURT WOULD.**

#### **a. DISPUTES SUBJECT TO ARBITRATION**

YOU AND WE BOTH AGREE THAT ANY CONTROVERSY OR CLAIM (INCLUDING CLAIMS ALLEGING VIOLATIONS OF COMMON LAW AND/OR ANY AND ALL STATE OR FEDERAL STATUTES OR REGULATIONS) ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING THE PERFORMANCE, BREACH, OR TERMINATION OF THIS AGREEMENT AND/OR THE PURCHASE OF ANYTHING PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT), YOUR USE OF THE WEBSITE, AND/OR YOUR PURCHASE OF ANYTHING AVAILABLE THROUGH [WWW.CHARLOTTECITIPASS.COM](http://www.charlottecitipass.com) WILL BE SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT.

THIS DOES NOT CHANGE YOUR SUBSTANTIVE RIGHTS, JUST THE FORUM FOR RESOLVING DISPUTES.

#### **b. ATTORNEYS' FEES MAY BE RECOVERED IN ARBITRATION**

IN AN ARBITRATION, YOU AND WE BOTH AGREE TO BE RESPONSIBLE FOR PAYMENT OF OUR OWN ATTORNEYS' FEES. HOWEVER, IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD ATTORNEYS' FEES.

#### **c. LOCATION OF ARBITRATION**

YOU AND WE BOTH AGREE THAT ANY ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT SHALL OCCUR IN CHICAGO, ILLINOIS.

#### **d. ENFORCEMENT OF ARBITRATION AWARD**

YOU AND WE BOTH AGREE THAT ANY ENFORCEMENT OF AN ARBITRATION AWARD PURSUANT TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE COURTS OF THE STATE OF ILLINOIS AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH

COURTS.

**e. WAIVER OF CLASS ARBITRATION AND REPRESENTATIVE CLAIMS IN ARBITRATION**

ALL ARBITRATION PROCEEDINGS SHALL BE INDIVIDUAL ARBITRATIONS, AND YOU EXPRESSLY AGREE THAT NO OTHER CLAIMS MAY BE JOINED WITH YOUR CLAIMS. IN ADDITION, YOU AGREE THAT YOU HAVE VOLUNTARILY WAIVED THE RIGHT TO FILE OR JOIN A CLASS ACTION LAWSUIT AND EXPRESSLY ACKNOWLEDGE THAT THE PARTIES REJECT CLASS ARBITRATION. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN, SUE ON BEHALF OF A PUTATIVE CLASS OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS OF THE WEB-SITE OR PURCHASERS OR USERS OF ANYTHING AVAILABLE THROUGH WWW.CHARLOTTECITIPASS.COM AND/OR THIS WEBSITE, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE, A CLASS ACTION, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**f. SEVERABILITY**

YOU AND WE AGREE THAT IF FOR ANY REASON ANY PROVISION OF THIS PARAGRAPH 15, WITH THE EXCEPTION OF THE WAIVER OF CLASS ARBITRATION SET FORTH IN PARAGRAPH 15(E) OF THIS AGREEMENT, IS DEEMED INVALID OR UNENFORCEABLE BY ANY ARBITRATOR OR COURT, THAT PROVISION SHALL BE SEVERED AND THUS REMOVED FROM THIS AGREEMENT, AND THE AGREEMENT TO ARBITRATE SHALL OTHERWISE REMAIN BINDING ON YOU AND WE BOTH.

IF A COURT OR ARBITRATOR DETERMINES THAT THE WAIVER OF YOUR ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS SET FORTH IN PARAGRAPH 15(E) IS INVALID OR UNENFORCEABLE, YOU AND WE BOTH AGREE THAT THE ARBITRATION AGREEMENT SET FORTH IN PARAGRAPH 15 OF THIS AGREEMENT WILL NOT APPLY AND ANY DISPUTE SUBJECT TO ARBITRATION (AS DEFINED IN SECTION 15 A) SHALL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION IN THE STATE OR FEDERAL COURTS IN ILLINOIS. THAT IS, YOU AND WE AGREE THAT PARAGRAPH 15(E) PROHIBITING CLASS ACTIONS CANNOT BE SEVERED FROM THIS AGREEMENT TO ARBITRATE. UNLESS OTHERWISE AGREED TO IN WRITING, IT IS THE EXPRESS INTENTION OF BOTH PARTIES NOT TO PROCEED WITH ANY DISPUTE BY WAY OF CLASS ARBITRATION

**16. Miscellaneous.**

This Agreement and any operating rules for [www.charlottecitipass.com](http://www.charlottecitipass.com) established by [www.charlottecitipass.com](http://www.charlottecitipass.com) constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.