

Last Updated May 2019

Effective in May 2019, the Frequent Flyer Loyalty Program for San Francisco Bird Hotel (hereinafter, the “**Frequent Flyer Loyalty Program**”). The Frequent Flyer Loyalty Program operates under the terms and conditions as set out below unless otherwise expressly stated (the “**Program Rules**”).

The Program Rules govern the Company’s relationship with members of the Frequent Flyer Loyalty Program (collectively, “**Frequent Flyer Loyalty Program Members**,” and individually, a “**Frequent Flyer Loyalty Program Member**,” “**Member**,” or “**you**”), including how Members earn and redeem Frequent Flyer Loyalty Program points (“**Points**”).

By participating to receive and redeem benefits of the Frequent Flyer Loyalty Program, including, without limitation, Frequent Flyer Loyalty Program Points, you agree that:

- you have read and accept these Program Rules which are incorporated by reference herein; and
- you consent to the collection and use of your personal data by the Company, the Frequent Flyer Loyalty Program, in accordance with the Company’s [Privacy Policy](#)
- All Frequent Flyer Loyalty Program benefits, amenities, offers, awards and services are subject to availability and may be changed by the Company at any time without notice. The Company may terminate the Frequent Flyer Loyalty Program, in whole or in part, with six (6) months’ advance notice to all active Loyalty Members and with less than six months’ notice in any jurisdiction if required to do so by applicable law. At the Company’s sole discretion, the Company may choose to substitute a similar Loyalty Program for the Frequent Flyer Loyalty Program at any time immediately upon notice to active Loyalty Members. If the Frequent Flyer Loyalty Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Redemption Award claims or promotional Award claims will be honored after the conclusion of the notice period.

Except as otherwise expressly prohibited or limited by applicable laws, Company may at any time amend, modify or supplement these Program Rules, the structure for earning awards (“**Awards**,” and individually, an “**Award**”) and Award levels at any time, with or without notice, even though such changes may affect the value of Points, or the ability to obtain certain Awards (collectively “**Program Rules Changes**”). Loyalty Members are responsible for remaining knowledgeable of the Program Rules and any Program Rule Changes. Your continued participation in the Frequent Flyer Loyalty Program will constitute your acceptance of any such Program Rule Changes.

1. JOINING THE FREQUENT FLYER LOYALTY PROGRAM

1.1 Eligibility.

Membership in the Frequent Flyer Loyalty Program is free and available to any individual who: (a) possesses the legal authority to agree to the Program Rules and (b) resides in a jurisdiction which legally permits participation in the Frequent Flyer Loyalty Program;

1.1.a. Members are responsible for reading and understanding the Frequent Flyer Loyalty Program Rules, account statements, and other communications from the Company about the Frequent Flyer Loyalty Program in order to understand his/her rights, responsibilities, and status in the Frequent Flyer Loyalty Program. If a Member has any questions about

the Frequent Flyer Loyalty Program or these Program Rules, the Member should contact the Company.

1.1.b. Members are responsible for reading the Company's [Privacy Policy](#) in order to understand how the Company collects, uses, and discloses a Member's data. If a Member has any questions about the Company's Privacy Statement or its collection, use, or disclosure of a Member's data, the Member should contact the Company.

1.2 Conditions of Enrollment

1.2.a. *Signing up.* An individual may enroll in the Frequent Flyer Loyalty Program by contacting the Company. The Company may deny membership in the Frequent Flyer Loyalty Program to any applicant in its sole discretion and without written notice.

1.2.b. *Individual Membership.* Only individuals are eligible for Frequent Flyer Loyalty Program membership, and each individual may maintain only one Membership Account. All Loyalty Member Accounts are individual Accounts and no joint Accounts are permitted. Frequent Flyer Loyalty Program benefits are non-transferable unless expressly stated otherwise.

1.2.c. The Frequent Flyer Loyalty Program is limited to one (1) person per household.

1.2.d. *Types of Membership*

*i. **Diamond***

Named after our own Head of the Hotel, Diamond, our Diamond level Loyalty both bird owners and their frequent San Francisco Bird Hotel guests with the ease of earning points for redeeming free nights and receiving complimentary amenities such as bird baths, snacks, play, and socialization. Diamond members accrue 100 points for each consecutive night stay. After 2,500 points within 1 year, San Francisco Bird Hotel guests receive a complimentary hotel stay of 6 days and 5 nights Tuesday to Sunday, and 3 add-on services (grooming or foot massage) with a personal video or photo capturing a treatment sent to your smartphone.

*ii. **Ruby***

Ruby membership Loyalty both bird owners and their frequent San Francisco Bird Hotel guests with the ease of earning points for redeeming free nights and receiving complimentary amenities such as bird baths, snacks, play, and socialization. Sapphire members accrue 100 points for each consecutive night stay. After 2,000 points within 1 year, San Francisco Bird Hotel guests receive a complimentary hotel stay of 5 days and 3 nights Wednesday to Sunday, and 2 add-on services (grooming or foot massage) with a personal video or photo capturing a treatment sent to your smartphone.

*iii. **Sapphire***

Our Sapphire level Loyalty both bird owners and their frequent San Francisco Bird Hotel guests with the ease of earning points for redeeming free nights and receiving complimentary amenities such as bird baths, snacks, play, and socialization. Sapphire members accrue 100 points for each consecutive night

stay. After 1,500 points within 1 year, San Francisco Bird Hotel guests receive a complimentary hotel stay of 4 days and 3 nights Thursday to Sunday, and 1 add-on service (grooming or foot massage) with a personal video or photo capturing a treatment sent to your smartphone.

iv. Emerald

Emerald membership Loyalty both bird owners and their frequent San Francisco Bird Hotel guests with the ease of earning points for redeeming free nights and receiving complimentary amenities such as bird baths, snacks, play, and socialization. At the Emerald level, 100 points is accrued for each consecutive night stay. After 1,000 points within 1 year, San Francisco Bird Hotel guests receive a complimentary weekend hotel stay of 3 days and 2 nights, Friday to Sunday.

1.3 Membership Communications

1.3.a. All Frequent Flyer Loyalty Program communications will be sent to a Member's mailing address or email address currently provided in the Member's Account. Communications delivered to the address on file will be deemed to have been received one (1) business day after sending it if delivered to the Member's email address or five (5) business days after sending it if delivered to the mailing address provided. Members must keep their email and mailing addresses current. Neither the Company nor the Frequent Flyer Loyalty Program shall have any responsibility for misdirected or lost mail or any consequences thereof.

1.3.b. Members will receive regular Points balance reports by email, provided there has been a transaction on the Account since the last Points balance report and the Member provided the Company with the appropriate permission to contact the Member via email.

1.4 Other Conditions of Enrollment

1.4.a. *Cancelling or Suspending Membership Accounts*

i. *Cancelling by Member.* A Member may cancel his/her membership in the Frequent Flyer Loyalty Program at any time by sending written notice of cancellation to the Company. All unredeemed Points, Redemption Awards, and promotional Awards as well as achieved member status, will be forfeited immediately and may not be reinstated or transferred.

ii. *Cancelling or Suspending by the Company.* The Company may cancel a Member's accumulated Points, suspend Frequent Flyer Loyalty Program benefits, (which will subsequently also remove protection against the forfeiture of Points should the member become inactive as described in Section 1.5.d. or cancel a Member's Account at any time with immediate effect and without written notice, for any reason and in the Company's sole discretion including, without limitation, if the Company believes the Member has:

- A. Failed to pay any hotel or other bill when due to the Company;
- B. Acted in an inappropriate, fraudulent, abusive or hostile manner;
- C. Breached or violated any of these Program Rules; or

D. Engaged in any misconduct or wrongdoing in connection with the Frequent Flyer Loyalty Program including, without limitation, with respect to Points Redemption Award usage, promotional Award usage, or any other Frequent Flyer Loyalty Program Member benefits

iii. *Legal Action.* Nothing contained in these Program Rules will limit the Company in the exercise of any legal or equitable rights or remedies.

1.4.b. *Effect of Membership Cancellation*

i. The Frequent Flyer Loyalty Program, Points, Redemption Awards, promotional Awards and other related benefits and services are the sole property of the Company, and are not the property of Members. On cancellation of membership in the Frequent Flyer Loyalty Program for any reason, all unredeemed Points, Redemption Awards and promotional Awards will be forfeited and a Member will no longer be able to participate in the Frequent Flyer Loyalty Program. Points, Redemption Awards and promotional Awards have no cash value and the Company will not compensate or pay cash for any forfeited or unused Points.

ii. If the Company cancels a Member's Account for any reason, the Member may not reapply for membership in the Frequent Flyer Loyalty Program and any Account opened in the Member's name and Points, Redemption Awards and promotional Awards earned in that Account will be forfeited upon discovery.

iii. If a Member cancels his/her Account, or if a Member Account becomes inactive as described in Section 1.5.d. the Member may reapply for membership in the Frequent Flyer Loyalty Program at a later date, but no Points, Redemption Awards previously forfeited or expired will be reinstated to the Member Account and any Elite Membership Status and/or Lifetime Elite Membership Status will not be reinstated.

1.4.c. *Modification of Program.* Except as otherwise expressly prohibited or limited by applicable laws, the Company has the right to change, limit, modify or cancel the Frequent Flyer Loyalty Program Rules, Awards and Award levels at any time, with or without notice, even though such changes may affect the value of Points, or the ability to obtain certain Awards. In accumulating Points, Members may not rely upon the continued availability of any Award or Award level and category.

1.4.d. *Termination of Program.* The Company may terminate the Frequent Flyer Loyalty Program with six (6) months' advance notice to all active Loyalty Members. At the Company's sole discretion, the Company may choose to substitute a similar Frequent Flyer Loyalty Program for the Frequent Flyer Loyalty Program at any time immediately upon notice to active Loyalty Members. A Member may not accumulate Points or claim Redemption Awards, promotional Awards or Frequent Flyer Loyalty Program benefits or amenities after the termination of the Frequent Flyer Loyalty Program. If the Frequent Flyer Loyalty Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Redemption Award claims or promotional Award claims will be honored after the conclusion of the notice period. The Company may terminate any of the Frequent Flyer Loyalty Program in whole or in part, in any jurisdiction on less than six months' notice if required to do so by applicable law.

1.4.e. *Benefits Subject to Availability and Modification.* All Frequent Flyer Loyalty Program benefits, amenities, offers, awards and services are subject to availability and may be changed at any time without notice.

1.4.f. *Eligibility to Receive Benefits.* By accepting any Frequent Flyer Loyalty Program benefits, amenities, offers, awards or services, including, without limitation, any Points, Redemption Awards and promotional Awards, a Member acknowledges that he/she is responsible for determining whether he/she is eligible to receive, and that he/she is eligible to receive, such Frequent Flyer Loyalty Program benefits, amenities, offers, awards or services (including, without limitation, Points, Redemption Awards and promotional Awards) under applicable laws, gift policies and incentive policies. Each Member must immediately notify the Company if he/she is not eligible to receive any Frequent Flyer Loyalty Program benefits, amenities, offers, awards or services at any time.

1.4.g. *No Sale or Transfer.* Points, Redemption Awards, promotional Awards and other Member benefits may not be sold, bartered or transferred (other than by the Company or its agents). Any attempted transfer, sale or barter will be void and will be confiscated. The Company and its partners may refuse to honor or recognize any Points, Redemption Awards, promotional Awards or Member benefits which the Company believes may have been transferred, sold or bartered.

2. EARNING POINTS

Members may earn Points (the currency of the Frequent Flyer Loyalty Program) for eligible charges.

2.1.a. *Points Subject to Program Rules.* The accumulation of Points is subject to the Program Rules. Each Frequent Flyer Loyalty Program Member is responsible for reading the Program Rules, newsletters, and Account statements in order to understand his or her rights, responsibilities, and status in the Frequent Flyer Loyalty Program, as well as the structure for earning Awards.

2.2.a. *Points Expiration Policy.* Members must remain active in the Frequent Flyer Loyalty Program to retain Points they accumulate. If a Member Account is inactive for twelve (12) consecutive months that Member Account will forfeit all accumulated Points.

i. Not all Points activities help maintain active status in the Frequent Flyer Loyalty Program. The following activities do not count toward maintaining an active status in the Frequent Flyer Loyalty Program:

A. Non-consecutive stays do not count toward maintaining an active status;

2.3.a. *Non-Qualifying Charges.* Charges which do not qualify for Points include any complimentary services, Points redemption Awards, promotional Awards or any other fees or charges including, without limitation: (A) other fees paid including, without limitation, the Parrot Limo, grooming services, the Hotel retail store, and (C) taxes or gratuities.

2.3.b. *Qualifying Stay.* A “**Stay**” or “**Qualifying Stay**” means all consecutive days and/or nights a Member registers for and personally pays.

3. REDEEMING POINTS

3.1 Redeeming Points for Awards.

A Member may redeem Points to obtain certain awards and benefits (each an “Award” or “Award Redemption”) including, without limitation, day and night stays.

3.1.a. Points and Awards may not be exchanged or redeemed by a Member for cash, prizes or credit.

4. ADDITIONAL TERMS OF PARTICIPATION IN THE FREQUENT FLYER LOYALTY PROGRAM

4.1 Monitoring Membership Accounts.

The Company reserves the right to monitor the Accounts of all Members, at any time and without notice, for compliance with Program Rules. The Company may review all Members’ Points, Qualifying Stays, balances and transaction history including, without limitation, requests for Frequent Flyer Loyalty Program Awards, promotional Awards and other benefits.

4.2 Adjustments.

A Member may request credits for Points that are not reflected in a Member’s Account by contacting the Company.

4.3 Correction of Benefits.

At any time and in the Company’s sole discretion (including, without limitation, where a Member was not eligible to earn a specific benefit pursuant to these Program Rules), the Company may correct (i) the amount of Points or the number of Qualifying Stays credited to a Member’s Account, and (ii) any other benefit that has been credited to a Member’s Account, including, without limitation, any Membership Status.

4.4 No Warranties or Representations, Express or Implied.

The Company makes no warranties or representations, either expressed or implied, with respect to type, quality or fitness of goods or services provided through the Frequent Flyer Loyalty Program.

4.5 Operation of the Frequent Flyer Loyalty Program.

The Company promotes the Frequent Flyer Loyalty Program including, without limitation, by creating and launching marketing campaigns, developing and maintaining the Frequent Flyer Loyalty Program.

4.6 Not Responsible for Acts, Errors, or Omissions.

The Company is not responsible for: (a) any loss or misdirection of, or delay in receiving, any Member correspondence, redemption requests, or Member benefits; (b) theft or unauthorized redemption of Points; or (c) any errors published in relation to the Frequent Flyer Loyalty Program, including, without limitation, any pricing or typographical errors, errors of description, and errors in the crediting or debiting of Points from Member Accounts. The Company reserves the right to correct, without notice, any errors.

4.7 Interpretation of Frequent Flyer Loyalty Program Rules.

All interpretations of these Frequent Flyer Loyalty Program Rules regarding membership are at the Company's sole discretion, and the Company's decisions will be final.

4.8 Trademarks.

The Company is the sole and exclusive owner of the trademark, service marks, trade names, logos, and copyrighted or copyrightable materials. Members shall never, directly or indirectly, interfere with, challenge, file applications for, or claim ownership of these trademarks anywhere in the world.

4.9 Waiver.

The Company's waiver of any breach of these Frequent Flyer Loyalty Program Rules by any Member will not constitute a waiver of any other prior or subsequent breach of these Program Rules. The Company's failure to insist upon strict compliance with these Frequent Flyer Loyalty Program Rules by any Member will not be deemed a waiver of any rights or remedies the Company may have against that or any other Member. The Company may waive compliance with these Program Rules in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members.

4.10 Limitation of Liability.

IN NO EVENT WILL SAN FRANCISCO BIRD HOTEL, ITS EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE FREQUENT FLYER LOYALTY PROGRAM, THESE PROGRAM RULES, OR THE COMPANY'S OPERATION OF THE FREQUENT FLYER LOYALTY PROGRAM.

4.11 Choice of Law and Venue.

Any disputes arising out of or related to the Frequent Flyer Loyalty Program or these Program Rules will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of California, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Frequent Flyer Loyalty Program or the Program Rules may be filed only in the state or federal courts located in the State of California, United States.

4.12 Subject to Law.

Membership in the Frequent Flyer Loyalty Program and the earning and redeeming of Points are subject to all applicable local laws and regulations. Membership in the Frequent Flyer Loyalty

Program, Member benefits, Redemption Awards and promotional Awards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the United States or Member's jurisdiction of residence. If any part of these Frequent Flyer Loyalty Program Rules is held to be unlawful or unenforceable, that part will be deemed deleted from these Program Rules.

4.13 Entire Agreement.

The Frequent Flyer Loyalty Program Rules, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between the Company and Members relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments.