

Terms & Conditions of Use

CineGenesis, Inc. and its affiliates (collectively, "MOVIE AND DINNER", "we", "us" or "our") have adopted the following terms and conditions of use (the "General Terms") in order for each visitor ("you") to enjoy a visit to www.MovieandDinner.com or the mobile version thereof (the "Site"), enjoy the use of our mobile application, or both (the Site and the mobile application will be collectively referred to as the "Service"), and to ensure you know what to expect from your visit to or use of the Service.

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Our Agreement; Acceptance of Terms

Unless we agree otherwise in writing, your contract with us always includes the General Terms. Your contract with us will also include any additional terms applicable to the mobile application, use of the Site or other aspect of the Service you visit or use (e.g., MOVIE AND DINNER loyalty program or sweepstakes rules) ("Additional Terms"). Where Additional Terms apply to a particular aspect of the Service, you will be able to access and read the applicable Additional Terms within or through your use of that aspect of the Service. If there is a conflict between the General Terms and the Additional Terms, the Additional Terms will control. The General Terms and Additional Terms (collectively, the "Terms") form the legal and binding contract between you and us. PLEASE READ THE TERMS CAREFULLY AS THEY REPRESENT A LEGALLY BINDING CONTRACT BETWEEN YOU AND MOVIE AND DINNER. BY VISITING OR USING THE SERVICE YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU ARE BOUND BY THESE TERMS.

Modification of Terms

We reserve the right, at our sole discretion, to modify the Terms or any other policies and guidelines applicable to the Service at any time. No modification of the Terms by any party other than MOVIE AND DINNER will be enforceable against MOVIE AND DINNER unless expressly agreed to by MOVIE AND DINNER in writing. If we exercise this right, we will communicate the modification by any means, such as email, push notifications through the Service, posting notice on the Service or otherwise generally publishing the modification. We will indicate the date of the last revision of the Terms at the bottom of the Terms. Your continued use of the Service after any modification constitutes your acceptance of the modified Terms. Accordingly, you should review these Terms whenever you visit the Site or use the Service to see if these Terms have been modified.

Eligibility

Access or use of the Service is void where prohibited by applicable law. The Service is not intended for children under the age of 13 years of age without parental consent and supervision. By accessing or using the Service, you represent that you are at least 13 years of age or that you have obtained parental consent.

Privacy Policy

Please review our privacy policy at </privacy-policy>. You understand and agree that by using the Service, we will collect personal information about you. You consent to our collection, use and disclosure of your personal information in accordance with our privacy policy.

Electronic Communications

When you use the Service or send email to us, you are communicating with us electronically. Your use of the Service or your communication with us via email will be deemed your consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Service. You agree that all agreements, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

Content and Intellectual Property Rights

All content on the Service provided by MOVIE AND DINNER and its licensors, including, but not limited to, designs, text, graphics, pictures, video, applications, software, music, sound and other content (collectively, "MOVIE AND DINNER Content"), together with the user interface, and the selection and arrangement of the Service, are the proprietary property of MOVIE AND DINNER and its licensors, and are protected by United States copyright and other intellectual property laws and by international treaties. No MOVIE AND DINNER Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without the prior written consent of MOVIE AND DINNER or MOVIE AND DINNER's licensors. Any unauthorized use of MOVIE AND DINNER Content or violation of this provision is a material breach of the Terms and may be a violation of applicable law. Nothing in these Terms is to be construed as transferring or licensing any of MOVIE AND DINNER's intellectual property rights to you, whether by estoppel, implication or otherwise.

Limited License to Use MOVIE AND DINNER Content

MOVIE AND DINNER grants you a nonexclusive, nontransferable, revocable, limited license to view, copy, print and distribute MOVIE AND DINNER Content only for your personal, noncommercial use; however, you may not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on, or in conjunction with, the MOVIE AND DINNER Content.

Mobile Services

The Service includes our mobile application, and certain functionality available via your mobile device, such the ability to browse the Site from your mobile device (e.g., view show times, theatre information, and movie information such as one-sheet posters, synopses, cast/crew listings and trailers) (collectively, the "Mobile Services"). Currently, we do not charge for the Mobile Services. However, your carrier's normal Internet access, messaging, data and other rates and fees will still apply. Please note that we will

receive certain information about your use of the Mobile Services through our communications with your mobile device and will handle such information in accordance with our privacy policy.

You may opt-in to push notifications through the account settings section of the Application and opt-in to SMS messaging by sending MOVIE AND DINNER to **22828** . You will then be asked to confirm your opt-in to the program by responding with Y.

You may stop the delivery of Push Notification or other email messages from MOVIE AND DINNER by managing your notification preferences in the account settings section of the Application or your online account with a MOVIE AND DINNER website.

MOVIE AND DINNER will implement your request within a reasonable time. Please note that your request to opt out of receiving marketing communications will only apply to future communications and transactions with MOVIE AND DINNER and its service providers. Even if you choose to opt out of receiving marketing communications from MOVIE AND DINNER, MOVIE AND DINNER will still send you transactional or administrative communications.

If you have subscribed to MOVIE AND DINNER's SMS text alerts by sending MOVIE AND DINNER to **22828** via SMS text, you will receive up to six SMS text alerts from MOVIE AND DINNER a month. Depending on the terms of your contract with your mobile telecommunications service provider, message and data rates may apply. By confirming with Y to receive these text messages you understand that these text messages will be sent using an automated dialing system. Your consent of receiving these text messages is not required for purchasing any goods or services from MOVIE AND DINNER Theatres.

If at any time you want to stop receiving SMS text alerts from MOVIE AND DINNER, please send STOP to **22828** via SMS text, manage your communication preferences in the account settings section of the Application or online account with an MOVIE AND DINNER website, or call MOVIE AND DINNER at 509-381-0893, or you may send MOVIE AND DINNER your request in writing to the following address:

Movie and Dinner

Attn: Privacy

5744 Kessler Lane,

Merriam, Kansas 66203

Your mobile phone number will be removed or suppressed from MOVIE AND DINNER's SMS text messaging database within 30 days. You will not receive any further SMS text messages from MOVIE AND DINNER unless you solicit the communication.

For help with MOVIE AND DINNER SMS text alerts, please send HELP to **22828** via SMS text, or contact MOVIE AND DINNER at 509-381-0893.

The following carriers are currently supported: Alltel, AT&T, Boost Mobile, CellCom, Cellular One, Cellular South, Cincinnati Bell, Cricket, nTelos, Nextel, Sprint, T-Mobile, US Cellular, Verizon Wireless, Virgin Mobile, Interop, and Metro PCS. T-Mobile is not liable for delayed or undelivered messages.

Registration; User Accounts

Use of the Mobile Services or other functionality available through the Service may require that you create an account with us. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by us or any other user of the Service due to someone else using your password or customer account. You may not use anyone else's password or customer account. You may not attempt to gain unauthorized access to the Service, and if you attempt to do so, or assist others in making such attempts, then we may terminate your account. You agree to provide us with accurate information about yourself as prompted by the registration process, and update that information to keep it current. You may update any of your MOVIE AND DINNER Loyalty account information by accessing MovieandDinner.com or your MOVIE AND DINNER Mobile profile by visiting [/mobile](#).

Your Conduct

You must not (a) select or use an account name, MOVIE AND DINNER member id, or use the contact information email address of another person, including address and telephone numbers, with the intent to impersonate that person; (b) select or use an account name, MOVIE AND DINNER member id or use an email address or telephone number that is subject to the rights of another person without authorization; (c) use an account name in violation of the intellectual property rights of any person; or (d) use an account name that we, in our sole discretion, deem offensive.

Any of your conduct that restricts or inhibits any other visitor from using or enjoying the Service, as determined by us in our sole discretion, will not be permitted. You agree to use the Service only for lawful purposes. You are prohibited from posting on or transmitting through the Service any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. No unauthorized advertisements, pornographic materials, or junk mail is permitted.

User Purchases

You agree that all purchases made by you through the Service are subject to the terms applicable to those purchases, such as the purchase of movie tickets, the purchase of a MOVIE AND DINNER Loyalty membership, which is subject to the MOVIE AND DINNER terms and conditions located MovieandDinner.com/TermsandConditions

User Content

Visitors to the Site can post comments on the MOVIE AND DINNER Blog. Use of the Service will also allow you to post comments, recommendations and other statements through external social networks and similar third-party Web sites, such as Facebook, Twitter, YouTube, and Google Plus (all such statements will be collectively referred to as "User Content"). The opinions expressed as a part of User Content are the views of the user posting the message and do not reflect MOVIE AND DINNER's opinions. MOVIE AND DINNER does not necessarily endorse, support, sanction, encourage, verify or agree with the User Content posted on the Service. MOVIE AND DINNER is not responsible for the materials posted by users.

You represent that your User Content does not misappropriate or infringe upon a third party's intellectual property rights (including, but not limited to, copyright, trademark, trade secret or other proprietary rights), violate the privacy or publicity rights of a third party, or contain defamatory or otherwise unlawful material. You represent that your User Content is not confidential.

Although MOVIE AND DINNER does not claim ownership of User Content, by posting any User Content to a public area of the Service, you automatically grant MOVIE AND DINNER a worldwide, non-exclusive, perpetual and irrevocable, freely transferable and sub-licensable (through multiple tiers), royalty free right and license to use, copy, create derivative works from, distribute, publicly perform, and publicly display your User Content, in whole or in part, via the Service or otherwise, for any purpose. You also represent that you have the right and authority to grant such a license.

Monitoring the Service

MOVIE AND DINNER has the right, but not the obligation, to monitor the User Content posted on the Service to determine compliance with these Terms and any other operating guidelines or policies established by us. We have the right, but not the obligation, in our sole discretion, to edit, refuse to post or remove any User Content submitted to or posted in the public areas of the Service. Without limiting the foregoing, we have the right to remove any User Content that we, in our sole discretion, find to be in violation of these Terms, our guidelines and policies or otherwise objectionable. Notwithstanding these rights, you are solely responsible for your User Content.

Violation of Terms

Please report any violation of the Terms by sending an email to webmaster@MovieandDinner.com

Contact with Advertisers or Other Third Parties and Other Websites

Your navigation to and participation in promotions, your purchase of, payment for and delivery of goods or services, if any, and any terms and conditions, warranties, or representations related to such promotions or your purchase of goods and services ("Dealings") with third parties found on or accessible through the Service are solely between you and the third party. Advertisements and other information provided by third parties found on or made available through the Service are provided solely for your convenience and should not be construed as an endorsement by MOVIE AND DINNER of the materials, goods or services provided, or made available, by the third parties. Any Dealings with third parties are at

your own risk. MOVIE AND DINNER does not assume any responsibility or liability with respect to any Dealings you may have with third parties.

Rotten Tomatoes Notice

Flixter, Rotten Tomatoes, the Certified Fresh Logo, and the Splat Logo are trademarks or registered trademarks of Fandango in the United States and other countries.

Cast & Crew and AFI Photos

This product uses the TMDb API but is not endorsed or certified by TMDb.

USE OF SERVICE IS AT YOUR OWN RISK

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH ACCESS AND USE OF THE SERVICE OR ANY CONTENT MADE AVAILABLE AT THE SERVICE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT MOVIE AND DINNER IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OR THIRD PARTIES.

DISCLAIMER OF IMPLIED WARRANTIES

MOVIE AND DINNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MOVIE AND DINNER DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SERVICE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. MOVIE AND DINNER MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICE. ACCORDINGLY, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY CONTENT FROM THE SERVICE. MOVIE AND DINNER IS NOT RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT FROM THE USE OF THE SERVICE.

LIMITS ON LIABILITY

IN NO EVENT WILL WE, OUR LICENSORS, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL,

EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR THE LIKE), WHETHER FORESEEABLE OR UNFORSEEABLE, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE BASIS OF THE CLAIM, AND EVEN WHEN WE OR ONE OF OUR REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE THAT NO FEES ARE PAID TO MOVIE AND DINNER FOR THE USE OF THE SERVICE. THUS, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER STATUTORY, CONTRACT OR TORT (INCLUDING NEGLIGENCE) EXCEED \$5.00. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnity

You release, and will defend, indemnify and hold us and our officers, directors, employees, agents, successors and assigns, harmless from and against all claims or causes of actions, and any liabilities, obligations, judgments, fines, costs and expenses (including reasonable attorneys' and expert witnesses' fees and costs) incurred by us or any other indemnified party due to such a claim or cause of action arising out of (a) any breach of these Terms by you, (b) your visit of the Site, your download, installation and use of any Mobile Service, and your use of and conduct at the Service, (c) the use by any other person using the Service through your account, or (d) the User Content you post or otherwise make available on the Service. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims by third parties and those incurred in establishing whether this section applies.

Notification of Copyright Infringement Claims

MOVIE AND DINNER has adopted the following policy for responding to allegations of copyright infringement that comply with applicable intellectual property laws, including the Digital Millennium Copyright Act. If you believe that your work has been used in a way that constitutes copyright infringement, please submit your request for review of the alleged infringement as follows:

Copyright@MovieandDinner.com

or

MOVIE AND DINNER

Attn.: Copyright

5744 Kessler Lane,

Merriam, Kansas 66203

Please provide the following information in your request: (a) a description of your copyrighted work that you claim has been infringed; (b) a description of the material on the Service that you claim is infringing upon your work, with enough detail so that we may locate it on the Service; (c) your statement that you have a good faith belief that the use you have identified is not authorized by the copyright owner, its agent, or the law; (d) your statement, under penalty of perjury, that (1) the information in your notice is accurate and complete, and (2) that you are the owner of the copyrighted work involved or that you are authorized to act on behalf of the owner of the copyrighted work; (e) your address, telephone number, and email address; and (f) your physical or electronic signature.

In accordance with the Digital Millennium Copyright Act, we will review your request and take appropriate action, as we determine in our sole discretion. Appropriate action may include, but will not be limited to, editing or removing the allegedly infringing material, and the termination of the accounts of users who infringe upon the intellectual property rights of others.

Arbitration

You agree that any claim brought by you or by MOVIE AND DINNER arising out of or related to these Terms (regardless of the form of the claim, whether sounding in contract, tort, alleged statutory violation, or some other theory) (a "Claim") must be submitted to binding arbitration ("Arbitration") before a one-member panel of the American Arbitration Association ("AAA") pursuant to the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes ("AAA Rules") (to the extent the AAA Rules are consistent with these Terms). The panel member will be reasonably acceptable to both parties. If you and we cannot reasonably agree to a single panel member, the AAA will unilaterally appoint the panel member. The panel member may conduct the Arbitration by telephone, online, by written submissions, or any combination of the foregoing, as determined by the panel member. The Arbitration will be conducted under the Federal Arbitration Act ("FAA") and will be governed by Kansas law, regardless of choice of law principles. The panel member may award any form of individual relief, including injunctions, to the extent consistent with these Terms.

Class Action Waiver

REGARDLESS OF WHETHER A CLAIM PROCEEDS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLAIM AGAINST EACH OTHER THAT IS PART OF A REPRESENTATIVE OR CLASS ACTION OR PROCEEDING.

Jury Trial Waiver

YOU UNDERSTAND THAT BY AGREEING TO THE FOREGOING DISPUTE RESOLUTION PROVISIONS, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL IN THE EVENT OF ARBITRATION. Any Claim that is not subject to the arbitration provisions contained in these Terms will proceed in the state and federal courts of Kansas. You hereby submit to personal jurisdiction and venue in Kansas. You hereby waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and

jurisdiction in the state and federal courts of Kansas. Unless otherwise prohibited by applicable law, any Claim must be brought no later than one year after the date on which the Claim arose or accrued.

Termination

We may charge a fee for parts of the Service that may have been previously provided at no charge, or we may modify, suspend or discontinue all or any part of the Service, temporarily or permanently, at any time. We are not liable to you or to any third party for any modification, suspension or discontinuance of the Service or your access of the Service.

MOVIE AND DINNER, in its sole discretion, has the right (but not the obligation) to block your email or IP address or otherwise terminate your access or use of the Service (or any part thereof), immediately and without notice, and remove and discard your User Content within the Service, for any reason, including, without limitation, if MOVIE AND DINNER believes that you have acted inconsistently with the letter or spirit of these Terms. Moreover, your right to use the Service terminates automatically if you fail to comply with these Terms. No notice is required from us to effect such termination.

Additionally, we may terminate these Terms at any time and for any reason and may give you notice of such termination by any means, such as email, push notifications through the Service, posting notice on the Site or otherwise generally publishing such termination.

Upon termination, you must stop using the Service. Rights and obligations under these Terms which by their nature should survive will survive and remain in effect after any termination or expiration of the Terms.

Applicable Law

By visiting the Site or creating an account through the Service, you agree that the laws of the state of Kansas, without regard to principles of conflict of laws, will exclusively govern the construction of these Terms and the resolution of a dispute of any sort that might arise between you and MOVIE AND DINNER.

You may not ship, transfer, export into any country, or use in any manner prohibited by the United States Export Administration Act or any other applicable law (collectively the "Export Laws"), our mobile application and any software that may be downloaded from the Service. In addition, if all or any part of the Service is identified as an export controlled item under the Export Laws, you represent to us that you are not a national of, resident in or otherwise located within, an embargoed nation, and that you are not otherwise prohibited under the Export Laws from visiting or using the Service.

General

The Terms, together with MOVIE AND DINNER's privacy policy and any other policy posted at the Site or available through the Service, are the entire agreement between MOVIE AND DINNER and you relating to this Service and supersede any prior representations, discussions, undertakings, communications or advertising relating to the Terms, the Service or your access and use of the Service. If any provision of

the Terms is found invalid or unenforceable by a court of competent jurisdiction, you agree that every attempt will be made to give effect to the parties' intentions as reflected in that provision to the extent permitted by applicable law, and such finding will not affect the balance of the Terms, which will remain valid and enforceable. You may not assign your rights or delegate your duties under the Terms. Where we have provided a translation of the Terms into a language other than English, then you agree that the translation is provided only for your convenience, and that the English language version of the Terms will govern your relationship with us. If there is any conflict between the English language version of the Terms and the translation of the Terms, then the English language version will control. MOVIE AND DINNER and its licensors will not be liable for any nonperformance or delay in performance caused by any unforeseen act or event beyond their control. Each of our affiliates and each licensor is a third-party beneficiary of, and will have the right to enforce, the Terms against you.

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