Frankenmuth Bavarian Inn Perks Club Membership Terms and Conditions

1. **Membership Requirements**
    a. Membership in the Bavarian Inn Perks Club is available to any individual 18 years of age or older.
    b. Corporations or other legal entities cannot be enrolled as members.
    c. A valid and unique email address and phone number is required. Multiple accounts cannot share one email address.
    d. An individual joining the Perks Club must not be listed as a primary or as a secondary on any other Bavarian Inn Perks Club accounts.
    e. First name, Last name, email, and phone number are all required as these are the ways the account can be looked up by our attendants.

2. **Enrollment**
    a. An active Perks Club membership requires completion of our online enrollment and a payment of the $15 new member enrollment fee.
    b. Membership registration can only be completed through www.bavarianperks.com.
    c. New memberships become active once the $15 enrollment fee is paid on the Perks Club website with a valid credit card.

3. **Participating Locations**
    a. Bavarian Perks Club rewards dollars may be spent within participating Bavarian Inn properties. Participating properties include Frankenmuth Bavarian Inn Lodge & Bavarian Inn Restaurant, including all retail shops, lounges and dining venues contained within the walls of both properties. Other participating properties include select shops within the Frankenmuth River Place Shops (Cass River Bar & Grill, Enchanted Forest, Emilie B's, Jerky Joint, Hello Cats & Dogs, Woody's), the Frankenmuth Cheese Haus, the Covered Bridge and Leather Shop, Rau's Country Store, and Frank's Muth which are all located on Main Street in Frankenmuth. Points will be awarded for all purchases including food and beverage (not including private parties), eligible hotel rooms at Bavarian Inn Lodge, gifts, baked goods, candy and all other merchandise, whether part of a discount program or reduced cost promotional package.
    b. Banquets, conferences and any group function are excluded from earning points. Banquets, conferences and group functions are defined as venues occurring with arrangements booked through the Bavarian Inn Lodge Sales Department or the Bavarian Inn Restaurant Sales Department or where a banquet menu is pre-arranged.
    c. Video and arcade play cards, gratuities, State Taxes, Hotel Occupancy Taxes, City Assessment Tax, Sunday brunch gift certificates, complimentary gift certificates as well as any other purchases processed through Bavarian Inn, Inc. with or without a receipt are excluded.
    d. Perks Club points will not be issued if your guestroom, meal or other purchases are paid for by any individual not on the account, a trade group association or company, as part of a convention or group business meeting (defined as a private function or conference).

4. **Perks Club Membership**
    a. Membership is valid for 365 days after registration is completed and the $15 membership fee is paid. Members will be sent an automatic renewal reminder to the email address on file for the membership within one month of the Perks Club membership expiration date. Should a Perks Club membership earn 5000 points in the 365 day membership period, the $10 membership renewal fee is waived and the membership will be extended an additional 365 days one week prior to the membership expiration date. If a Perks Club membership earns less than 5000 points in a 365 day membership period, the membership will be automatically renewed and the credit card on file will

be charged $10 one day prior to the membership expiration date, extending the membership an additional 365 days. If the Perks Club membership is not renewed within 90 days after membership expiration, the membership will deactivate and all points will be forfeited. The $15 membership fee is required to reactivate the Perks Club membership upon logging into www.bavarianperks.com 90 days after expiration. No points will be earned during Perk's Renewal lapses

b. Frankenmuth Bavarian Inn, Inc. reserves the right, at its sole discretion, to modify the terms, conditions and awards of the Bavarian Inn Perks Club or to terminate the program at any time. In the event the program is discontinued, memberships with an accumulation of 1000 points or more will be loaded to the Primary member's account to cover the outstanding balance. Once Perks Club termination notice is given, Perks Club members will have 90 days to redeem rewards. Any rewards that have not been redeemed will become null and void after such date.
c. Frankenmuth Bavarian Inn, Inc. and its subsidiaries reserve the right to change, limit, modify or cancel Bavarian Inn Perks Club program rules including the number of points issued for a guestroom stay, meal or any purchase; regulations, benefits, conditions of participation, rewards and reward levels in whole or part at any time, even though changes may affect the value of points or rewards already accumulated. This also includes increasing levels or number of points required for a reward, changing rewards, adding exclusion dates, and limiting rooms available for a reward.
d. Bavarian Inn Perks Club reserves the right to cancel any Perks Club membership and any and all unredeemed points and Perks Club membership card rewards (as detailed in 7d) collected by any member for reasons that include, but are not limited to: 1) violation of any terms and conditions; 2) misrepresentation of any information or misuse of this program; 3) violation of a federal, state or local law or regulation in connection with use of membership privileges; 4) failure to pay for hotel, restaurant or any other charges within Frankenmuth Bavarian Inn, Inc. and all subsidiaries; 5) a check to any Frankenmuth Bavarian Inn, Inc. subsidiary that is returned for insufficient funds; 6) commitment of fraud or abuse involving any portion of this program; 7) any attempt to misrepresent the amount of Perks Club rewards on a membership card at time of purchase at any Frankenmuth Bavarian Inn, Inc. subsidiaries; 8) action, in any other way, to the detriment of the Bavarian Inn Perks Club program, Frankenmuth Bavarian Inn, Inc. or any of its subsidiaries.
e. Frankenmuth Bavarian Inn, Inc. and all subsidiaries are not responsible or liable for misdirected email or correspondence sent through the postal service. It is the responsibility of the Perks Club member to make certain all account contact information is kept current.
f. Only the Primary member on the Perks Club membership can remove or change the secondary member on the membership. The Primary member has full claim of the membership and rewards. In the event of the death of the Primary member, the secondary member listed on the membership should contact the Bavarian Inn Perks Club office.
g. Frankenmuth Bavarian Inn, Inc. will not share or sell in any way the names and addresses of Bavarian Inn Perks Club members with outside organizations. All information provided by members will be treated as proprietary information for internal use only. We reserve the right to use this information for marketing purposes for the Bavarian Inn, Inc. and its subsidiaries.
h. Bavarian Inn Perks Club reserves the right to change any and all Perks Club membership fees at any time.

5. Perks Club Points

a. The points listed in any Bavarian Inn Perks Club membership's transaction history are subject to change to reflect actual stay information, returned merchandise, program changes, discounts and coupons.

b. If account information was not given at the time of purchase proof of purchase must be offered to the Perks Club Coordinators within 14 days of the purchase of product in order for points to be awarded.

c. Bavarian Inn Perks Club points that have not been converted in Perks Club rewards (under 2,000 points), are non-assignable and non-transferrable and can be collected and redeemed only by the individual member.

d. Bavarian Inn Perks Club points and rewards may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Perks Club points or rewards is the responsibility of the Perks Club member.

e. Bavarian Inn Perks Club members must have stayed in a guestroom at Bavarian Inn Lodge and personally paid for the guest room in full to receive Perks Club points.

f. Points are not issued for no-show guestrooms nor for any cancelation fee at Bavarian Inn Lodge, even in the room is paid in full. If more than one Perks Club member shares a guest room, only the member who pays for the guest room will receive points. In the event that more than one Perks Club member pays for one shared guest room, only one member will receive points for the guestroom at the discretion of the Bavarian Inn Perks Club staff.

g. Points do not accrue on Bavarian Inn Lodge guest rooms until the member has checked out of the guest room and will not appear in the membership's transaction history until the following day. Points do not accrue for Bavarian Inn Restaurant special events, Bavarian Blast Passes, or Bavarian Lodge Special events until after the events. Points accrue for Frankenmuth Bavarian Inn, Inc. participating lounge and dining venues instantly at the time of payment when the membership information is given, provided the membership is active. Points accrue for purchases any participating Frankenmuth Bavarian Inn, Inc. retail shops the following morning after purchase when the membership information is presented.

h. Members can earn points for up to three guest rooms per night at Bavarian Inn Lodge. Applicable conditions are: 1) The Bavarian Inn Perks Club membership must be active. 2) The Perks Club member must make the reservations for all three guest rooms. 3) Payment for all guest rooms must be made by the Perks Club member on the member's personal credit card (all charges on one credit card) or Perks Club member's personal check. 4) No cash payments are applicable. 5) The Perks Club member must stay in one of the three guest rooms each night.

i. Guest rooms booked through an online booking service or travel agent are excluded from receiving Perks Club points. Booking online reservations through the Bavarian Inn Lodge reservation center are eligible for Perks Club points as no commissions are paid to an outside vendor. To assure points are applied for room stay please make sure you log into your online perks account to book rooms and to earn your points.

j. Dining points can only be awarded for if the bill is paid for by the Bavarian Inn Perks Club member and the bill is on one check using one form of payment by the member. The Perks Club member must be present.

k. There are no blackout dates for Bavarian Inn Perks Club members who want to redeem Perks Club rewards for lodging, shopping or dining anywhere within the participating properties. Some restrictions apply due to sold out dates and allotment of space.

l. Points will be given for any purchases accrued up to 14 days prior to the members' enrollment date or submission of receipt for purchase. Proof of purchase will be required. Receipts will not be returned.

m. Points will not accrue for any eligible purchases made while a Bavarian Inn Perks Club membership is expired or inactive.

6. Perks Club Rewards

a. Bavarian Inn Perks Club members may check the rewards balance on the membership account visit www.bavarianperks.com and log in.
b. Perks Club rewards, in the amount of $20.00 will be issued when 2,000 points are accumulated in the Perks Club membership. Any earned points over this amount will remain and accumulate until reaching 2,000 points. $20 rewards, when added to a membership account, are converted from the point value on the Perks Club membership. Perks Club rewards are valid for five years after the date of issuance. Expired rewards cannot be reapplied to membership/gift cards. Perks Club rewards are loaded to membership accounts once a week for eligible memberships and may take up to five days until rewards are available for use.
c. Perks Club rewards are issued to the Primary member's account. Perks Club rewards can be partially redeemed in separate locations within participating Frankenmuth Bavarian Inn, Inc. properties. Bavarian Inn Perks Club is not responsible for any Perks Club rewards that are redeemed without the member's permission.
d. Perks Club rewards cannot be redeemed on expired memberships. All points and rewards are forfeited on expired memberships.
e. Perks Club points and Perks Club rewards are not redeemable for cash.
f. Perks Club rewards cannot be used as payment of membership registration and renewal fees.

7. Perks Club Birthday Coupon

a. Birthday coupons will be added to the Perks Account per year, any member (primary member or secondary member) on the account may have the coupon redeemed during their birthday month. This coupon can only be redeemed at the Bavarian Inn Restaurant in order to take advantage of the free birthday meal.
b. Bavarian Inn Restaurant or Bavarian Inn Perks Club will not issue a free dinner without the email, nor will lost or stolen birthday postcards be replaced.
c. Memberships must be active at least for 45 days in order to receive this benefit.
d. Perks Club member birthday coupons are valid only for redemption during the member's birthday month. Coupons are expired and inaccessible after the birthday month.
e. Perks Club birthday coupons are redeemable for one complimentary Family Style Chicken Dinner or $15 off any other dinner entrée. Beverages and tip are not included. The Perks Club birthday coupon is for dine in only and cannot be combined with other offers.
f. Perks Club birthday coupons are redeemable at Bavarian Inn Restaurant only and cannot be redeemed at any other Frankenmuth Bavarian Inn, Inc. dining locations.

8. Perks Club Gift Cards

a. Gift Cards will now only give points when redeemed, guests will not be able to receive points for any gift card purchase.
b. Perks Club rewards cannot be used as payment for purchased gift cards.

9. Fraud and the Bavarian Inn Perks Club

a. Perks Club points are meant for true purchases that a Primary Member or their Secondary Member made that qualify. In the event Bavarian Inn staff should see significant and frequent purchases made by members not affiliated with the Perks Account they are attempting to use membership may be revoked and all rewards forfieted. In the event Bavarian Inn Perks Club staff is alerted to fraudulent activity that has occurred on a membership, the membership will be frozen and investigated. Bavarian Inn Perks Club staff reserves the right to cancel memberships (Primary and Secondary) which have been deemed to have performed fraud with no refund of membership dues. All points and rewards balances on the membership card will be forfeited with termination of the membership.

b. If a Perks Club member purchases gift cards to earn rewards and then attempts to redeem those same rewards themselves to "double dip" points, this is considered fraud and is cause for immediate cancellation of the membership for both Primary and Secondary members, with no refund of membership dues. All points and rewards balances on the membership card will be forfeited with termination of the membership.

10. Automatic Membership Renewal

a. New Bavarian Inn Perks Club memberships are enrolled in automatic membership renewal at the time of successful registration. Perks Club memberships that do not earn more than 5000 points in a 365 day membership period will be charged a $10 renewal fee to the card on file. If the credit card on file is invalid, a failed payment notice will be emailed to the email address listed on the membership. After the expiration date, members may log into the membership at www.bavarianinnperks.com to update payment details to reactivate the membership.

11. Cancellation of Bavarian Inn Perks Club Membership

a. Bavarian Inn Perks Club members may cancel the membership at any time by contacting the Perks Club office by phone or email or logging into their account and canceling online. The Bavarian Inn Perks Club membership will be deactivated at the time of cancellation, with no refund of membership dues.

b. If a former Perks Club member rejoins after cancellation, the $15 membership fee will be charged to reactivate the membership at log-in to www.bavarianperks.com.