

Seaboard Rewards (the "Seaboard Hospitality Guest Loyalty Program") is offered by Seaboard Hospitality (the "Sponsor"). Seaboard Rewards is sometimes individually referred to as "Program" or "GLP". These Terms and Conditions are subject to interpretation by Sponsor in its sole discretion and are governed by Delaware state law without regard to the principles of conflicts of laws.

These are the Terms that govern the Program. By participating in the Program or "GLP" you agree to these Terms. The GLP is a customer-loyalty program through which Seaboard Hotels offers our hotel guests wishing to participate the opportunity to earn points and qualify for benefits and rewards as explained throughout these Terms.

Sponsor may modify, alter, delete or add new terms and conditions for its Program at any time without notice. This includes modifying, altering, adding or deleting point values, redemption levels, conversion ratios or conditions for membership at any time without notice. In addition, Seaboard Rewards may convert the GLP and GLP Members' points into different rewards programs having different point values at any time without notice. This means that the number of points needed to reach a reward level may be increased, the time for earning them reduced, or the rewards changed, so you may not be able to obtain, earn or claim certain rewards no matter how long you participate in the program.

Become A Member

To participate in the Program, eligible individuals must provide the required information and follow the instructions to enroll through the Program site, SeaboardHotels.com/Rewards ("Program Site"). Eligible individuals who complete the enrollment process and create a membership account are "Members" (each a "Member", "PM" or "you").

Individuals enrolling in the GLP must have been a registered guest in a Seaboard Hotel within six months of enrollment. Only individuals that are 21 years of age or older may enroll in the GLP. Corporations, groups and other entities are not eligible. Members may not maintain more than one account or share accounts.

Market sharing competitor hotels and their owners, members, employees and management companies representing the competitor hotels and their representatives are forbidden from enrolling in the program and face civil charges and penalties if found to be enrolled. Upon enrollment in the Program, new Members automatically have standard Membership, which allows Members to earn and redeem points and experience the benefits of the GLP.

Upon enrollment in the GLP, you will be assigned a membership number and asked to provide a password that will allow you to access account information and redeem awards on the GLP Site. If you have forgotten your password, you can request a temporary password through the "forgot password" on the GLP Site. You are solely responsible for keeping your password, membership number, and other account access information confidential and for restricting access to your computer and other devices, as applicable, so that others may not access your account, and Seaboard Hotels will not be responsible for your failure to do so.

You are responsible for keeping your membership information current and notifying Seaboard Hotels of any change to your membership information. Name changes must be supported by legal documentation. Seaboard Hotels is not responsible for any incorrect or inaccurate information supplied by any PM. Registration and account creation are subject to verification by Seaboard Hotels in its sole discretion. Seaboard Hotels also reserves the right to verify the information collected during GLP registration or provided during participation in the GLP and, in its sole discretion, suspend or terminate any account and prohibit GLP participation by any individual or email address related to or suspected of being related to fraudulent activity, including, without limitation, signing up for multiple accounts or being an affiliate of a competitor hotel.

Points, awards, membership benefits, and other aspects of a PM's account in the GLP do not constitute property of the PM. Except as expressly set forth in these Terms, points, awards, membership benefits, and accounts cannot be given away by a PM and are not negotiable, commissionable, or redeemable for cash, and are void if a PM sells, barters, auctions, donates, assigns, conveys, or otherwise transfers them (or makes any attempt to do so) in a manner not expressly allowed by these Terms. Points, awards, membership benefits, and accounts may not be transferred via divorce or inheritance.

As detailed elsewhere in these Terms, Seaboard Hotels may in some circumstances permit the transfer, combination, or conversion of points or awards or the merger of accounts in the Program.

Expiration of points

Points do not expire unless your account becomes inactive for any period of twenty-four (24) months or longer. To maintain the points in your account, you must have at least one qualifying stay or redeemed transaction posted to your account every twenty-four (24) months. If you do not keep your account active for any period of twenty-four (24) months or more, all your points may expire which means your points will be removed from your account and are no longer able to be redeemed. Under no circumstances will forfeited points be reinstated.

Membership Termination

Sponsor may immediately, without notice, limit or terminate your membership if you: (i) violate these Terms or any other applicable additional terms or appear to be utilizing the Program in a manner inconsistent with these Terms or the intent of the Program; (ii) are suspected or found to be acting in an abusive or fraudulent manner or engaging in any conduct that artificially, improperly, or deceptively impacts the accumulation, use, or loss of points, awards, or membership benefits (including, without limitation, use of any "bot," macro, or other automated means of participating in the Program); (iii) attempt to transfer your account or any points or awards to another Member or a third party, except as expressly permitted by these Terms or with the express written permission of Seaboard Hotels; (iv) make any misrepresentation in connection with the Program; (v) impair the normal functioning of the Program Site or the Program; (vi) disturb other guests or otherwise disrupt or impair the normal operation of any Seaboard Hotels property.

Termination by Member

If you are a Member and would like to discontinue your membership, you may request that Seaboard Hotels close your account by contacting Seaboard Hotels customer service. Once you submit a termination request, termination is irreversible and your account will be closed and all points, awards, and benefits forfeited as described below.

If your membership is terminated, you will lose all points, awards, and benefits associated with your account and you will no longer be able to earn or redeem points or awards in the Program. Likewise, your future participation in the Program may be prohibited.

Termination of the Program

WE ALSO RESERVE THE RIGHT TO TERMINATE THE PROGRAM COMPLETELY AT ANY TIME BY PROVIDING ACTIVE MEMBERS WITH SIX (6) MONTHS WRITTEN NOTICE TO THE EMAIL ADDRESS ASSOCIATED WITH THEIR ACCOUNT, UNLESS A SHORTER NOTICE PERIOD (OR NO NOTICE) IS REQUIRED OR PERMITTED BY APPLICABLE LAW. ANY POINTS OR AWARDS IN YOUR ACCOUNT OR OTHERWISE HELD BY YOU ON THE EFFECTIVE DATE OF TERMINATION WILL BE FORFEITED.

Modification of These Terms

Seaboard Hotels reserves the right to modify these Terms from time-to-time, with reasonable notice to Members as described in this section. Seaboard Hotels will notify you of changes to the Terms by posting them to the Program Site and may also notify you via the email address associated with your account. The updated Terms will be effective as of the time of posting, or upon such later date as by such other method as specified by Sponsor. Unless otherwise stated, the updated Terms will apply to your participation in the Program beginning as of their effective date. These Terms may only be modified in accordance with this section. Otherwise, no employee, agent, or other representative of Seaboard Hotels has the right or authority to modify any of these Terms.

Modification to the Program

Seaboard Hotels reserves the right to, from time to time, among other things: change earning ability; withdraw, limit, modify, or cancel any reward or benefit; increase or alter the point or other requirements to earn a reward or benefit; modify or regulate the transferability of points, rewards, or benefits; add blackout dates; or limit the number of rooms available for reward redemption. Seaboard Hotels may limit the number of GLPM participants and may temporarily or permanently discontinue registering new Members at any time and for any reason without notice.

LIMITATION OF LIABILITY

This GLP is made available to you on an as-is, as-available basis, without representations or warranties of any kind, express or implied. Seaboard hotels and the owners, operators, directors, managers, and employees of any Seaboard Hotel property (collectively, the "Seaboard Hotels Parties") make no representation about the suitability of the GLP for you. The Seaboard Hotels parties specifically disclaim all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title

and non-infringement. Your participation in the GLP is at your own risk.

Without limiting the foregoing, Seaboard Hotels do not represent or warrant that the information related to the program is accurate, complete, reliable, useful, timely, or current or that the program will operate without interruption or error. Despite our commercially reasonable efforts, the GLP site and other GLP materials may contain typographical or other errors or inaccuracies, including, without limitation, regarding the amount or value of a particular reward, the number of points required to redeem a particular reward, the number of points to be awarded for a particular action, the ability to redeem a reward or receive a membership benefit at a particular property, or the classification of any property for reward purposes. No Seaboard Hotel party will be responsible for any such error, typo, or misprint in these terms or any GLP materials. Seaboard Hotels reserves the right to void or refuse to process any GLP reward, purported point-earning event, or other transaction arising out of such an error, typo, or misprint.

In no event will a Seaboard Hotel party be liable to you for any indirect, incidental, special or consequential damages arising out of or in any way connected with the GLP. You agree that the Seaboard Parties' total cumulative liability relating to or arising out of the GLP and these terms, will not exceed the lesser of fifteen united states dollars (US \$15.00) or the amount paid by you, if any, specific to participation in the program, plus any prevailing party costs or fees recoverable pursuant to applicable law. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

This entire section will survive the termination of this Program and your membership in it.

Governing Law

The GLP, these Terms, and any disputes between you and Seaboard Hotels associated with the GLP or these Terms will be governed by the laws of the State of Delaware, U.S.A., without reference to its conflict of laws principles. Exclusive jurisdiction over any cause of action arising out of or related to the GLP or these Terms will be in state or federal courts located in or having jurisdiction over Wilmington, Delaware, U.S.A. You further agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

General Terms

The Seaboard Hotel Parties are not responsible or liable to you, or any person claiming through you, for failure to supply or fulfill a reward, benefit or points in this GLP in the event the GLP or its operations are affected by any acts of god, any action, regulation, order or request by any governmental entity, equipment failure, actual or threatened terrorist acts, weather, natural phenomenon, war (declared or undeclared), fire, embargo, labor dispute or strike, labor or material shortage, or any laws, rules, regulations or orders or other action adopted or taken by any federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

All decisions of Seaboard Hotels related to the earning, transference, and use of points, rewards, benefits, or other aspects of your membership

account, to the GLP, or to these Terms, including any decision to deduct points from an account or deny rewards or benefits, are final and binding upon you and you agree to abide by all such decisions.

Points, rewards and other membership benefits may be subject to taxes and all associated obligations are each PM's sole responsibility.

If any part of these Terms is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will govern such participation.

You agree that nothing contained in these Terms is in derogation of Seaboard Hotel's right to comply with law enforcement or governmental requests or requirements relating to your participation in the Program or information provided to or gathered by Seaboard Hotels with respect to such participation.

These Terms constitute the entire and exclusive agreement between you Seaboard hotels, affiliated hotel properties and with respect to the GLP. These Terms supersede all prior or contemporaneous communications, agreements, advertising, and proposals, whether electronic, oral or written, with respect to this GLP or any other version of a customer-loyalty program from Seaboard Hotels or a Seaboard Hotel Party. Both you and Seaboard Hotels acknowledge that neither of you have been induced to enter into these Terms by any representations or promises not specifically stated in these Terms.

A printed version of these Terms and of any notice given by Seaboard Hotels in electronic form will be admissible in judicial, arbitral, or administrative proceedings based upon or relating to these Terms or your participation in the GLP to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Seaboard Hotels in printed form.

If and to the extent that there is any conflict among or between the Program Site or other Program marketing materials and these Terms, the language in these Terms will govern. Seaboard Hotel's failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision.

Earning Reward Points

To earn reward points a guest must be signed up for membership as outlined above. PM must be a registered guest staying at one of the Seaboard Hotel Groups properties, Avenue Inn, Atlantic View, Beach View, or Surf Side and pay an Eligible Room Charge (defined below). In the event that a hotel ceases to operate as a GLP property, points will not be awarded for nights stayed at that hotel following such cessation and points may not be redeemed for rewards at such hotel after the termination date, even if the applicable reservation was made prior to the termination date. The PM must actually check-in and complete the stay for his or her reservation at the hotel to earn points. No points will be awarded for any non-refundable prepaid fees, cancellation fees, or no-show fees paid by a PM for a reservation that (s)he did not actually use. Points will be

deducted in the event of credit card charge-backs and/or disputes. Points accrue at check-out. Please allow seven (7) business days after check-out for points to post to your account. Points accrued during a current stay may not be credited toward a reward during that stay.

In order for a PM to earn points the room must be reserved in the PM's name, the guest folio/bill for the room must be in the PM's name and the PM must personally pay for all charges. The room charges must be paid by the PM in cash or using a payment device for which the PM is the named account holder or an authorized signatory. Gift cards are not eligible forms of payment. A PM will only earn points for qualifying charges after the PM completes his/her stay and is checked out of the hotel upon fulfilling the full stay as reserved. Payment by any other individual other than the PM will not transfer reward points for the stay.

Eligible Room Charge for Reward Points

If a PM chooses to earn points for his/her stay, such PM will earn ten (10) "Reward Points" for each whole U.S. dollar or U.S. dollar equivalent spent by the PM on the Eligible Room Charge. An "Eligible Room Charge" is defined as the hotel room rate charged for the entirety of the PM stay that is not affiliated with any third-party booking company. Only reservations or bookings made through a Seaboard Hotels managed web site, (AvenueInn.com, RehobothBeachView.com, SurfSideOBX.com, AtlanticView.com) over the phone with an affiliated Seaboard Hotels employee at the participating hotel, or in person at the affiliated hotel will be eligible for rewards points. Taxes and service charges and those costs will not be eligible for points.

Eligible stays prior to PM enrollment are available for accrual back to June 1, 2015 if PM had not previously registered with prior rewards program (Perka). Points accumulated through and held over from the Perka program will transfer to the GLP.

Multiple Rooms

A Member may earn points for up to three (3) rooms per night (Member's room and two (2) additional rooms) within the same hotel. The Member must be a registered guest, occupy at least one of the rooms, and pay the standard rate for all applicable rooms. The Member will earn points for each of the rooms. The occupant(s) of the additional room(s) will not receive points even if a registered Member. All rooms must be paid for using the registered Members credit card.

Shared Accommodations

When sharing accommodations with other Members, only the first Member assigned to the reservation may earn points for which (s)he personally pays.

Ineligible Room Charges

An "Ineligible Room Charge" are all rates other than Eligible Room Charges and include Free Night Rewards, rooms booked on third-party online retailers such as Expedia.com, Travelocity.com, Hotels.com, Booking.com, Priceline.com, TripAdvisor.com, Trivago.com, Kayak.com, or any other third-party online/mobile travel portal or bookings made directly on Google.com.

Incidental Charges, spa charges, gift cards, or any other charges applied during a stay are not eligible

for rewards application. When attending a meeting, event, or convention, all charges made by Members that are placed on a group account (to be paid by the association, group, or other event organizer) will not be eligible for points.

Points & Methods of Payment

Ten (10) Rewards Points will be awarded for each whole U.S. dollar or U.S. dollar equivalent paid by a GLPM for Eligible Room Charges. "Methods of Payment" include cash, major credit cards or debit/bank cards. Methods of Payment excluded, without limitation are charges settled by a company or organization and gift cards.

Retroactive Credit

In the event a PM does not provide his or her Program membership number at the time of check-in or check-out, the Member must contact the applicable hotel directly to request retroactive point issuance. Retroactive point credit are available no more than ninety (90) days from check-out.

Additional Terms Apply

Taxes and fees related to accrual are the responsibility of the PM. Without limiting the specificity of the remainder of this section, all terms and conditions applicable to a participant's enrollment in any program will apply to that participant.

Purchasing & Gifting Points

Program membership is not required to purchase rewards points. Program membership is required to redeem rewards points. Nonmembers may purchase and gift rewards points to eligible PM. PM's may purchase Rewards Points for themselves or to give directly to other Members. One US Dollar is equal to ten (10) rewards points purchased. Purchase of Rewards Points is non-refundable and these transactions cannot be reversed. The purchase price of Rewards Points is subject to change without notice. No monetary refunds will be given for purchased points. Additional terms and conditions may apply to these transactions.

Combining Points

A PM may not combine points from their account with those any other specifically designated PM.

Points are not Property

Reward points do not constitute property of the PM. Reward points cannot be given away by a PM in any fashion including gifting. They are not negotiable, commissionable, or redeemable for cash, and are void if a PM sells, barter, auctions, donates, assigns, conveys, or otherwise transfers them (or makes any attempt to do so) in a manner not expressly allowed by these Terms.

Transfer of Points Prohibited

Points may not be transferred via divorce or inheritance. In the case of documented death of a PM, reward points are transferable on a one-time basis to one (1) person sharing the same residential mailing address as the deceased PM. Receipt of points in such a transfer requires the recipient to be a PM. Seaboard Hotels will have no responsibility for any disputes related to the transference of the points of a deceased PM and, in the event that Seaboard Hotels receives competing transfer requests from more than one (1) person sharing the deceased PM's residential address and such dispute cannot be

resolved to Seaboard Hotels satisfaction, Seaboard Hotels may refuse all transfers and void the deceased PM's points.

Error Reporting & Adjustments

This section describes the procedure where you have previously associated your membership number with a purported points-earning transaction, but believe that an error or omission has occurred in crediting that transaction to your account. For information on seeking retroactive reward points credit for transactions with which you did not previously associate your membership number, please see the relevant section above. You must report any errors or omissions on transactions posted to your account by calling or emailing customer service within ninety (90) days of the applicable account summary in order for Seaboard Hotels to reconcile the account and make any required adjustments to your account. You agree that, if Seaboard Hotels determines that it improperly denied you reward points accrual, Seaboard Hotels' total liability for such denial will be limited to the equivalent of that point accrual. Seaboard Hotels has the right to correct (including removal from your account), to cancel any points posted in error, or to cancel the use of any points posted in error at any time (e.g., by cancelling any pending award reservation made using such points).

Reward Reservations

In order to make a reservation using a Free Night Reward, Room Upgrade Reward, or Points & Pay Reward (each, a "Reward Reservation"), PM must make the reservation in advance directly with the chosen Seaboard Hotel over the phone only. Online reservations are not available to utilize points. A credit card guarantee is required when making the Reward Reservation. Reward Points cannot be used as the reservation deposit. Reward Reservations are subject to the reservation requirements of the individual hotel at which PM is redeeming a reward, such as a minimum length of stay.

Cancellation and No-Shows

Reward Reservations are subject to the cancellation policy of the applicable hotel. The policy can be found on the web page for that hotel or by calling the hotel directly. If a PM does not follow the proper cancellation policy for the applicable hotel or if a PM does not check into the hotel when scheduled, the credit card provided with the Reward Reservation will be charged in accordance with the hotel's cancellation or no-show policy.

Points Applied and Deducted

Rewards points being utilized for the particular reward will be applied to the guest's folio at check in for the room reserved and the points will subsequently be deducted for the Members GLP account.

Unused Portion of Reward Forfeited

No credit will be issued for any portion of a reward that is not fully used. If a Member has a Reward Reservation, checks in, and departs earlier than the confirmed checkout date, the PM forfeits any unused portion of the reward and corresponding points.

Rewards Not Combinable

Unless expressly set forth in the terms for the applicable reward type, rewards are not combinable on the same dates with other rewards, upgrade certificates, certificate discounts or benefits, vouchers or any other special offers. However, a Member may choose to use multiple rewards for back-to-back stays.

Member ID Requirements

When a PM checks in for a Reward Reservation, the PM may be required to present photo identification, comply with any other verification required by the applicable hotel, and provide a credit card deposit.

No Packages

Free Night Rewards cannot be redeemed for packages, unless specifically stated as part of a particular reward offer (in which case additional terms may apply, as specified at the time of reward offer). Free Night Rewards are valid for standard guest rooms, unless specifically stated as part of a particular Reward. Standard rooms are defined by each hotel and may differ by hotel.

Rewards Room Capacity

Reward Reservations allow for occupancy of two guests per room. If permitted, additional point redemption is required for a Reward Reservation of more than two (2) guests or the additional charges must be paid by PM's cash, credit card or debit card.

Application of Reward

Reward Reservations may be applied only to the PM's guest room; they do not apply to other incidental expenses, service charges, or additional occupants.

Expiration of Rewards & Expired Rewards Not Extendable

Some rewards are subject to an expiration date, as specified in these Terms or in separate offer terms for a promotional reward. Expiration of such rewards is measured by the checkout date of the stay on which such reward is redeemed. The checkout date for the Reward Reservation on which any such reward is redeemed must occur before the expiration date of the reward. Rewards are void if not redeemed prior to the specified expiration date. The redemption period for any such reward will not be extended.

Contact Us

Please contact us if you have any questions or concerns about the Program or your membership.

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