

1. **Introduction:** The El Gaucho and AQUA by El Gaucho "Revelers Club" Rewards Program (the "Program") rewards enrolled guests ("Members" or "you") for dining at participating El Gaucho or AQUA by El Gaucho restaurants ("Participating Restaurants"). Enrollment, membership, and all related benefits of the Program, including the use of this website (our "Website"), are offered to you by El Gaucho and AQUA by El Gaucho ("we" or "us") at its discretion. Your participation in the Program is subject to these Official Rules (these "Rules"), including any changes made to these Rules in the future.
2. **Eligibility:** To enroll in the Program you must be at least 21 years of age as of the date of enrollment and a legal resident of the 50 United States (excluding U.S. territories) or the District of Columbia. Your membership is nontransferable. The Program is void where prohibited. Other exclusions may apply.
3. **Enrollment:** To enroll in the Program you must complete the online application process at this Website, where you will be asked to provide certain identifying information, including your email address and telephone number. Birthday and Wedding Anniversary dates may only be submitted at the time of registration. Following initial registration, you may contact us at: RevelersClub@elgaucho.com to update your account. Documentation will be required to make changes on your account. All information submitted must be truthful and accurate. It is your responsibility to ensure that the information you have provided remains current, and to promptly notify us (by updating your online profile) of any changes. Upon successful enrollment, you will be sent an email confirmation. To receive credit for your purchase, (a) provide your membership card or the telephone number you used to enroll in the Program to the cashier at a Participating Restaurant.
4. **Rewards:** The Program rewards Members based on the dollar amount you spend on purchases of food and beverage (exclusive of taxes). ("Qualifying Purchases"). Purchases made with gift cards are not considered Qualifying Purchases. Under the Program, you will receive one point for each dollar you spend at a Participating Restaurant for Qualifying Purchases. The value of Qualifying Purchases will be rounded up or down to the nearest dollar when calculating points. Each time your points balance reaches 100, the 100 points will automatically be converted to \$10.00 reward dollars available for use on your next visit to a Participating Restaurant. Promotional/bonus points may be awarded from time to time and are intended to reward individual Members for specific behavior and are not governed by rules of chance. Birthday and wedding anniversary reward: a gift of \$75 will be added to your Reveler's club account for your registered birthday and wedding anniversary. The points are automatically added to your account the Monday prior to your birthday or wedding anniversary, and will automatically expire 42 days from date the reward was added to your account. You will receive an email with a reminder the reward gift has been added, with the exact date the points will expire. Birthday and wedding anniversary reward dollars are to be redeemed for dinner only, with the purchase of two entrees. The reward may not combine with other promotions or promotional cards, including Costco cards, and is not valid during Happy Hour. El Gaucho and AQUA by El Gaucho reserves the right to offer different promotional/bonus points to Members based on their historical patterns of purchasing and Rewards point accumulation.
5. **No Liability.** We have no liability for (a) any printing, production, typographical, mechanical, or other errors regarding the earning, redemption or accumulation of participation credit or any other aspect of the Program; (b) any delay or failure to credit your account; or (c) any failure to provide Program communication. We reserve the right to invalidate purchases credited to your account if we determine that such purchases were improperly credited to your account or obtained fraudulently. We reserve the right to require proof of Qualifying Purchases recorded in your account, and we reserve the right to delay the processing of any reward, without notice to you, in order to assure compliance with these Rules.
6. **Additional Rules:** The following additional rules govern the Program and may be changed at any time. Change(s) will be posted on this Website and continued participating in the Program will constitute your acceptance of the change(s). El Gaucho and AQUA by El Gaucho reserves the right to cancel the Program at any time.
 - a. If you do not make a Qualifying Purchase during any 12-month period, your account balance may be reduced to zero and you may forfeit any points you had accumulated.
 - b. Reward dollars will expire one year after they are loaded onto an account.
 - c. Point values and promotional offers are subject to adjustment at any time for any reason.
 - d. Points are automatically converted for awards as soon as the minimum requirement of points (the "Threshold Amount") is obtained. Partial awards cannot be given for points that are less than the defined Threshold Amount.
 - e. The Threshold Amount is subject to change at any time. The current Threshold Amount is 100 points which will be converted to \$10.00 reward dollars.
 - f. There is no monetary value for Rewards points, other than as expressly stated in these Rules.
 - g. Only one account is allowed per Member. A maximum of two accounts are allowed per household.
 - h. Access to the Program is available only to registered program Members who complete the registration process.
7. **Privacy Policy:** By applying for enrollment in, and participating in, the Program you are agreeing that we may use your information as described in the Privacy Policy and Terms & Conditions. You are also agreeing to review these Rules, the Privacy Policy and the Terms & Conditions regularly so that you can make informed decisions about your use of our Website, your participation in the Program, and the personal information you choose to share with us.
8. **Termination of Membership:** Member agrees to provide only true and accurate information; comply with the terms of all offers, promotions and programs; and will not abuse the Program such as accruing points in a manner inconsistent with El Gaucho and AQUA by El Gaucho policies and these Rules. El Gaucho and AQUA by El Gaucho reserves the right to terminate a Member in the event of any conduct that El Gaucho and AQUA by El Gaucho, in its sole and absolute discretion, considers in violation of these Rules. El Gaucho and AQUA by El Gaucho reserves the right to audit Member accounts to determine if any violations or fraudulent behavior has occurred. You may cancel your membership at any time by unsubscribing here: RevelersClub@elgaucho.com. We reserve the right to deactivate any Member account that has not made a Qualifying Purchase during a period greater than 12 months.

9. **Reservation of Rights:** We reserve the right, at our sole discretion, to (a) suspend, change or terminate the Program, any individual promotion, or any member benefit, in whole or in part; (b) modify, limit or suspend the use and/or redemption of any participation credit, such as Qualifying Purchase credit, in any respect; (c) modify or change redemption procedures, including the amount of participation credit required for particular rewards; (d) modify, limit or suspend the collection of participation credit, including but not limited to imposing time limits and changes in participation credit values. We may make these changes even though the changes may affect the value of Member participation credits already accumulated at any time and from time to time. Your continued participation in the Program after any modification to the Program and/or these Rules will indicate your acceptance of any such modification. You expressly agree to assume responsibility for reviewing these Rules for any updates or modifications. If you don't agree to any changes to the Program or these Rules, your sole remedy is to deactivate your account (and forfeit any unused credit and reward dollars).
10. **Waiver:** You expressly agree to waive and set aside your respective rights and obligations under any applicable law in the event of any termination of the Program or modification of these Rules to the extent that such law requires any judicial pronouncement for the termination of the Program or modification of these Rules.
11. **Member Obligations:** By submitting an application to enroll in the Program, or by taking part in the Program, you are expressly agreeing to be bound by these Rules, as they may be amended from time to time. You agree not to misuse Program privileges by engaging in conduct that is detrimental to us, including without limitation: having multiple accounts; making purchases on the behalf of other Members; participating in purchasing or redemption fraud; or using any robot, spider, other automatic device or manual process to transact with or monitor the Program. You agree to comply at all times with all laws, rules, and regulations that are applicable to you. You hereby acknowledge that you may only participate in the Program if and to the extent that such participation is permitted by all applicable laws, rules, and regulations, and that your application for enrollment is subject to our acceptance. We may refuse at any time to enroll you, or to restrict, modify, or terminate your participation in the Program without liability to you or any law, rule, or regulation. You agree to provide only accurate and true information to us at all times. You agree to comply with all of these Rules and with the terms of any affiliated and/or related programs, offers and promotions at all times. You agree to promptly notify us of any change in address, whether mail or email, by updating personal information on our Website. You agree that your participation in the Program is entirely at your own risk.
12. **LIMITATIONS OF LIABILITY:** NONE OF EL GAUCHO OR AQUA BY EL GAUCHO, ITS AFFILIATES, OR SUBSIDIARIES, PROGRAM AFFILIATES, SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ("ASSOCIATES") SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THESE RULES; (II) THE PROGRAM OR THE WEBSITE; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY UNAUTHORIZED USE OF A CARD OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM MADE BY US OR ANY ASSOCIATE OR ANY OTHER PERSON OR ENTITY; OR (VI) THE PURCHASE, REDEMPTION FOR OR USE OF ANY REWARDS WHETHER MADE AVAILABLE BY US, ONE OF OUR ASSOCIATES OR ANY OTHER PERSON OR ENTITY, OR OTHERWISE. The foregoing limitations of liability shall apply whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis, even if we or our affiliates or our or their representatives have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies. IN NO EVENT SHALL OUR AND OUR AFFILIATES' MAXIMUM COMBINED AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED HEREIN EXCEED TEN UNITED STATES DOLLARS (U.S. \$10.00).
13. **Release of Claims:** By participating in the Program you hereby agree: (a) to release us and all of our affiliates, subsidiaries, franchisees, Program partners, vendors, distributors and independent contractors, and each of their officers, directors, employees and agents from any and all liability, loss or damage incurred with respect to the issuance, receipt, possession, and/or use or misuse of any reward; (b) under no circumstances will you be permitted to obtain rewards for, and you hereby waive all rights to claim, punitive, incidental, consequential, special or any other damage or loss, other than for actual out-of-pocket expenses; (c) all causes of action or claims arising out of or connected with the Program, or any reward shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.
14. **NO WARRANTY:** THE PROGRAM AND THE WEBSITE ARE PROVIDED "AS-IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM AND THE WEBSITE.
15. **General:** These Rules constitute the entire agreement between you and us regarding your participation in the Program, your entitlement to earn rewards through the Program, and your entitlement to any other benefits of the Program, and supersede all prior agreements between us, whether oral or written, including, without limitation, all previous versions of these Rules. If any provision of these Rules (including limitations of liability) is held by a court of competent jurisdiction to be void, invalid, contrary to law, or unenforceable for any reason, such provision shall be deemed changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Rules shall remain in full force and effect. We are the final authority as to the interpretation of these Rules and as to any other questions or disputes regarding the Program or any reward.