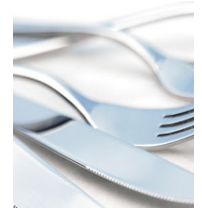




Program Terms & Conditions



UPDATED OCTOBER, 2011

Throughout these Royalty Rewards Club Terms & Conditions, we make reference to Amphora, our ,we, us, sponsor(s), or administrators which shall refer to Amphora Group, Amphora Restaurant, Amphora Diner Deluxe, Amphora Bakery(s) and/or one or more of either of their affiliated locations, as the case may be. Be sure to check these Terms & Conditions periodically for updates, as your continued participation in the Royalty Rewards Club signifies your acceptance of any changed items.

Operation of Amphora's Royalty Rewards Club

The Royalty Rewards Club ("Club") is a reward program designed to show our appreciation to you, our loyal guest! Guests will receive a \$10 gift card as our gift to you for signing up and becoming an active member of the Club. This \$10 gift card value value will be granted to the customer once he/she fills out the information form solidifying his/her membership in the Club.

How the Royalty Rewards Club Card Works

Participating Amphora locations currently include: Amphora Diner Deluxe, Amphora Restaurant and Amphora Bakery. Participants must have an activated Club Account in order to participate in the rewards program. Registration occurs once the participant fills out the membership information. Forms are available at our Herndon Diner, Vienna Restaurant and Herndon Bakery. A valid email address is MANDATORY for activating the Club Account and receiving your \$10 bonus reward. Once completed, the information form is collected by our participating facility and entered into our client management database. Upon filling out the information card, customers will immediately receive their Royalty Card which be activated at the time of purchase.

Participating members will receive 1 point ("pillar") for every dollar spent (not including tax or tip) at participating locations. You must be at least 13 years of age to participate in the Club. Only one Royalty Card can be issued per person. The number, type and frequency of rewards are based on a number of factors, including without limitation, volume and type of purchases at participating Amphora facilities, Royalty Card usage, type and amount of personal information provided (for example, email address and mailing address), and type and amount of participation in and/or interaction with other Amphora programs and/or applications (for example, surveys and customer evaluation forms).

Royalty Cards must be presented in connection with payment at participating locations. Participants must present his/her reward card during every dining visit in order to calculate the correct dollar to pillar ratio for that visit. When earned, your pillars will be printed on your sales receipt serving as confirmation that your pillars were credited to your account. When you receive a reward for your pillars you will see on your receipt a statement clarifying that a reward was added to your club card. You are not obligated to accept or utilize any rewards. Only one reward may be redeemed per transaction. *Customers will receive two rewards prior to reaching 1000 Pillars. The first reward will be AUTOMATICALLY applied to the customers club card when the customer reaches 500 Pillars. The reward for reaching 500 Pillars is \$50.00. The second reward will be AUTOMATICALLY applied to the customers club card when the customer reaches 1000 Pillars. The reward for reaching 1000 Pillars is \$100.00.* Once a customer reaches 1000 Pillars their club card will clear to a zero pillar balance and they can begin to earn pillars all over again. Lastly, although the pillar balance clears, the monetary value of your rewards does not have an expiration so your reward balance will always remain until further notice.

Rewards are subject to change or substitution without notice. By participating in the program, participants agree that Amphora, at its absolute discretion, may modify any of the Terms and Conditions governing the Club at any time, with or without notice, even though these changes may affect a Participant's ability to use accumulated pillars. Rewards may not be transferred, exchanged for cash, any cash equivalent or any other products, or combined with other discounts or coupons.

Lost Royalty Cards can be replaced by visiting your participating Amphora location, presenting your name, telephone number, mailing address and email address. If the lost Royalty Card can be identified, your account details may be transferred to the new Royalty card. Amphora reserves the right at its sole and absolute discretions, to terminate or change the Club, including these terms and conditions at any time without notice. Amphora may conduct test programs from time to time in certain markets which may have additional/ different program terms than those described here. Amphora has no obligation to expand or continue any test of the Club, and may discontinue the Club at any time. Rewards may not be earned or redeemed if unexpected technical difficulties arise. Amphora is not responsible for undeliverable, lost, returned, or misdirected emails or other correspondence, or for use of your Royalty Card or rewards issues without your permission.

The following individuals are NOT eligible to participate in the Club: (a) employees of Administrator; (b) employees of Sponsors; (c) employees of Sponsor's affiliates, subsidiaries, advertising and promotion agencies; (d) employees of any other person or entity involved in the development, administration, or execution of the Program; and (e) the immediate family members (parent, child, sibling and/or spouse of each) and/or those living in the same household as persons set forth in items (a) through (e) above.

Information We Collect and How We Use It.

Information for the Club is collected about you directly from the registration cards. Information we receive from you is recorded in our secure database. The information collected may be combined, used and disclosed in a number of ways by us to help us better understand and serve our customers, including without limitation the following: (i) To administer the Club including providing you with member benefits and related communications and to verify your participation in the Club. (ii) To provide you with updated alerts, information and rewards. (iii) To provide you with information about new products or services, events in our participating locations, events that Amphora sponsors, including by not limited to contests, sweepstakes and surveys and other special offers and marketing programs which may include information about our entire group. (iv) To provide you with or respond to your request for information and/or services, including but not limited to e-newsletters and marketing programs and promotions. (v) To enhance our customers' experiences in our dining and bakery locations. (vi) To analyze customer trends and behavior and to conduct research and analysis in order to measure the effectiveness of our marketing efforts.

We do not sell or rent to third parties any of the personal information that you provide us through this Club. Aggregated information about customers participating in our Club may be used by Amphora for research purposes, benchmarking and other like uses. Additionally your information may be disclosed in connection with a transfer/sale of business/assets, our compliance with applicable laws, and/or investigation of fraud of these Club Terms and other like activities.

Contact Us

Please notify us immediately of a lost or stolen Royalty Card, if you need to update or verify your personal information, to remove your personal information from our active database (This will be completed as soon as reasonably possible, unless we need to retain information for dispute resolution, troubleshooting and other valid legal or business reasons. Please note that we will not remove your historical usage information.), or if you have questions related to privacy by contacting us by email at customerservice@amphoragroup.com or writing us at Customer Service, Amphora Group, 1141 Elden Street, Suite 224, Herndon, Virginia 20170.

Other Terms

You may terminate your participation in the Club by alerting our Customer Service Department. Your participation in the Club may be discontinued by us in connection with unauthorized or fraudulent use of the Club, or violation of these terms and conditions. Amphora Group reserves the right to seek all remedies available at law and in equity for violations of any of the Club terms, including suspending or blocking your access to your Royalty Card.

Participation in the Amphora Royalty Rewards Club constitutes each Participant's (or his/her legal guardian's) full and unconditional agreement to these Terms and Conditions, and representation that Participant meets the eligibility requirements set out in these Terms and Conditions. Those who do not comply with these Terms and Conditions may be prohibited from participating in Amphora's Royalty Rewards Club.

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