

# Terms & Conditions

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## 1.0 SCOPE

### 1.1 Scope

Please read these *Terms & Conditions* carefully as they represent an agreement between Santikos and its guests, and therefore, may be legally binding. By visiting or using any Santikos service, all guests indicate that they have read, understood, and agree to be bound by these terms. Santikos' services include, but are not limited to, on-premises entertainment activities, dining and bar service, events, website access, mobile application access, and loyalty programs.

### 1.2 Modification of Terms

Santikos reserves the right to modify these *Terms & Conditions*, and changes will take effect immediately upon posting unless otherwise noted. Continued use of any Santikos service after any amendment constitutes acceptance of the new terms. Any deviation from these *Terms & Conditions* must be done in writing.

## 2.0 TICKETS, GIFT CARDS, AND PASSES

### 2.1 Ticket Purchases

Movie tickets may be purchased online or in person at a Santikos theater. Seat availability is on a first come, first served basis. Discount ticket options include:

- Senior ticket pricing for guests 60 years of age and older
- Child ticket pricing for guests 2-11 years of age
- Children under 2 years of age receive free admission

- Military ticket pricing is available with a valid form of military or veteran identification

MPAA guidelines for film ratings are enforced for all films. Tickets or passes redeemed for age-restricted films may require valid proof of age.

- Rated R films - children between the ages of 7-17 must be accompanied by a parent or adult guardian.
- Rated R films - children under the age of 7 are not permitted, even if accompanied by a parent or adult guardian.
- Rated NC-17 films - children under the age of 17 are not permitted, even if accompanied by a parent or adult guardian.

## **2.2 Ticket Refunds**

Refunds are only available 60 minutes before the showtime and will be returned to the original method of payment for the purchase. Refunds can be processed at the theater of original purchase, online at [www.santikos.com/refunds](http://www.santikos.com/refunds), or by calling the Guest Care Center at (210) 664-3348 (Daily 11 am-8 pm).

Refunds for tickets purchased through third parties (e.g., Fandango, movietickets.com, etc.) must be handled with the third-party directly. The following refunds can be performed only at the theater of original purchase:

- Tickets purchased using a Santikos gift card
- Transactions made with multiple tender types
- Ticket transactions containing merchandise

Online reservation fees cannot be refunded.

## **2.3 Gift Cards**

Purchases of Santikos gift cards cannot be refunded. Gift cards also cannot be consolidated, nor can a gift card be used to purchase another gift card.

## **2.4 Passes and Vouchers**

Any type of passes or vouchers without an expiration date are no longer accepted at Santikos. Additionally, passes, vouchers, and rainchecks:

- Will be subject to listed restrictions on the pass/voucher
- Do not have cash value
- Are one-time use only
- May not be valid the first 2 weeks of film engagement

## **3.0 BAGS, PURSES, PACKAGES, AND PROHIBITED ITEMS**

### **3.1 Bags, Purses, and Packages**

Santikos reserves the right to search all bags, purses, and packages brought into the theater. Bags or purses measuring larger than 12" x 6" x 12" will not be permitted into any Santikos theaters except for:

- Medical bags
- Diaper bags

Santikos does not provide storage for any personal items.

### **3.2 Prohibited Weapons**

The following articles are not allowed in any Santikos location:

- Firearms without a License to Carry
- Openly carried firearms
- Knives over 12 inches in length
- Unsheathed or unfolded knives
- Explosives
- Fake or prop weapons
- Clubs (e.g., blackjack, nightstick, mace, tomahawk, etc.)

### **3.3 Other Prohibited Items**

The following items are not allowed in any Santikos location:

- Outside food
- Outside drinks (including water)
- Cameras and/or video recording devices
  - Filming is not permitted inside the theaters
- Backpacks
- Large duffle bags
- Full-face covering masks, except:
  - Masks for medical purposes
  - Pre-approved cosplayers and entertainers
- Illegal substances

## **4.0 RESPONSIBLE ALCOHOL SERVICE**

### **4.1 Purchase**

Santikos abides by the Texas Alcoholic Beverage Commission (TABC) guidelines. The legal age in the State of Texas to possess and consume alcohol is 21. Santikos reserves the right to refuse or limit alcohol service to any guest.

## 4.2 Acceptable Identification (ID) includes:

Identification will be verified for every guest who is ordering an alcoholic beverage regardless of apparent age. Altered or expired forms of identification will not be accepted. Valid forms of identification include:

- U.S. Government State-issued picture driver's license
  - Temporary Texas driver's license
- U.S. Government Federal or State-issued picture ID, including but not limited to
  - Texas License to Carry ID card
  - Puerto Rico ID or driver's license
  - Temporary Texas ID card
  - Green Card/Permanent Resident card
- U.S. Military ID card
- U.S. Passport
- Foreign Passport

## 5.0 MOVIE LOVERS REWARDS PROGRAM

### 5.1 User Responsibility

By accessing or using the Movie Lovers program, individuals agree to be bound by the terms described herein and all terms incorporated by reference. If individuals do not agree to the specified terms, they should choose to not participate in this program.

### 5.2 Eligibility

The Movie Lovers program is available to anyone 13 years of age or older. Members between the ages of 13 and 18 may use the program under the supervision of a parent or legal guardian who agrees to be bound by these *Terms & Conditions*. Santikos employees and their immediate family members are not eligible for membership in the Movie Lovers program. The Movie Lovers program is intended for individual use only and is not intended for organizations such as, but not limited to, for-profit or not-for-profit businesses, churches, and schools. **A valid mobile phone number is required to add points to a Movie Lovers account during a transaction.**

### 5.3 Account Termination

Santikos may terminate, suspend, or rescind points and rewards from membership accounts at any time, for any reason, and without liability to Santikos. Reasons may include, but are not limited to:

- Inaccurate/invalid phone number and email address
- Violation of these *Terms & Conditions*
- Engaging in any fraud or abuse involving this program
- Misrepresentation of any information provided to Santikos
- Attempting to gain unauthorized access to Santikos' mobile or website services

In connection with the enforcement of these *Terms & Conditions*, Santikos reserves the right to take legal action and will be entitled to recover damages, attorneys' fees, and court costs as allowed by applicable law.

If a qualifying purchase is not made within 24 months or accurate contact information is not maintained, Santikos reserves the right to delete a member's account data and accrued points/rewards. If an account has been deactivated, individuals may register for a new account online.

#### **5.4 Movie Lovers Points**

Points will be awarded for qualifying purchases made at Santikos' point of sale registers, kiosks, website, and the mobile app. Members earn points for the monetary amount tendered.

Qualifying purchases that earn points:

- Movie tickets purchased in-theater, [www.santikos.com](http://www.santikos.com), or the Santikos mobile app
- Food and beverages
- Alcohol
- Bowling (Cibolo and Casa Blanca locations)
- Online reservation fees

Non-qualifying purchases include:

- Gift cards
- Arcade
- Laser tag
- Virtual reality
- Immersive Gamebox
- Event-related purchases
- Taxes and tips
- Movie tickets purchased from Fandango, Atom Tickets, or other third-party ticketing services.

Members can earn a maximum of 5,000 points per day. If a member does not provide a phone number at the time of purchase, points can be added within 14 days of purchase by notifying [loyalty@santikos.com](mailto:loyalty@santikos.com).

Points expire 12 months after they are earned, and point redemption is on a first-in, first-out basis.

## 5.5 Membership Tiers

Movie Lovers is a tiered membership program based on qualifying purchases made during a calendar year. Members start in the Movie Fan tier and earn 10 points for every \$1 spent on qualifying purchases at Santikos. When members reach \$250 in annual spend, Santikos will automatically upgrade members to the Movie Buff tier, where members earn 11 points for every \$1 spent on an eligible purchase. When members reach \$675 in annual spend, Santikos will automatically upgrade members to the Movie Guru tier, and members earn 12 points for every \$1 spent on an eligible purchase.

	<b>Annual Spend</b>	<b>Points Earned Per \$</b>
<b>Movie Fan</b>	Initial Membership	10
<b>Movie Buff</b>	\$250	11
<b>Movie Guru</b>	\$675	12

Members maintain their tier status and benefits for the remainder of the year and the following calendar year (January 1<sup>st</sup> - December 31<sup>st</sup>).

## 5.6 Point Redemption

Points can be redeemed for concessions, restaurant items, bowling, and movie tickets. However, points cannot be redeemed for gift cards, Super Savers, alcohol, arcade, virtual reality, laser tag, Electric Gamebox, field trips, catering, or auditorium rentals booked through the Santikos Events Team.

Santikos reserves the right to limit the redemption of specific rewards and the number of available rewards. Points are nontransferable and have no cash value. Points may only be redeemed for regular 2D movie tickets. There is an up-charge for premium experiences such as AVX, IMAX, and 3D. Points cannot be used on DBOX seating, VIP seating, or "NO PASS" movies.

More information on the Movie Lovers program is available at [www.santikos.com/rewards](http://www.santikos.com/rewards) to view reward options and redemption point values.

## 5.8 Modification of Terms

Santikos reserves the right to change or discontinue the Movie Lovers program and/or amend these *Terms & Conditions* without notice or liability. Any such change will take effect immediately upon posting online.

## **6.0 IMMERSIVE GAMEBOX**

### **6.1 Reservations**

Reservations can be made in theater at Santikos' Cibolo location or online at <https://immersivegamebox.com/>. All Immersive Gamebox participants are subject to Immersive Gamebox's *Terms & Conditions*, which can be found at <https://immersivegamebox.com/terms-and-conditions/>.

### **6.2 Immersive Gamebox Participant Instructions**

Participants must comply with the instructions of the staff. Participants deemed intoxicated or acting inappropriately will not be permitted into Immersive Gamebox and could be removed from the adventure at any time. Santikos' staff reserves the right to refuse entry.

### **6.3 Immersive Gamebox Photography and Video**

By booking an Immersive Gamebox experience, participants consent to the collection and use of images and videos obtained during the experiences. These images and videos may be used by Santikos, Immersive Gamebox, or any authorized party for promotional material.

### **6.4 Immersive Gamebox Risk**

Santikos and Immersive Gamebox do not accept liability for injury or loss, damage, or theft of personal possessions.

### **6.5 Frequently Asked Questions**

For topics not discussed in these *Terms & Conditions*, guests may visit "Frequently Asked Questions" found at <https://immersivegamebox.com/faq/>.

## **7.0 GROUP EVENTS**

### **7.1 Reservations and Cancellations**

Events must be scheduled two weeks in advance with a 50% deposit to hold the reservation. If the event is canceled within two weeks of the event date, the deposit will not be refunded. Reservations canceled two weeks before the event will receive a full refund.

Events scheduled less than two weeks from the event date must be paid in full at the time of reservation, and 50% of the full payment is non-refundable if canceled. Santikos accepts the following forms of payment for events: debit/credit cards or checks (schools only).

## **7.2 Guest Provided Equipment**

Event guests are responsible for providing any computers, gaming consoles, or Blu-ray discs needed for the event. Santikos is not liable for any damage or connectivity issues, and refunds will not be given for connectivity issues caused by guests' equipment.

## **7.3 Event Hosts**

Santikos will provide a dedicated Event Host for events booked with one or more of the following:

- 20+ guests
- Purchase of a party package

Events with an Event Host will have an 18% mandatory gratuity added to the event total.

## **7.4 Food and Beverage**

Outside food or beverage may not be brought into Santikos; however, exceptions may be made for special occasion cakes, cupcakes, and goody bags. Goody bags must be approved by a Santikos staff member, are subject to review upon arrival, and must be handed out at the end of the event.

The food & beverage catering menu is available for events with a minimum of 25 guests.

## **7.5 Decorations**

Personal party decorations are encouraged but do require pre-approval from a Santikos Events Specialist. Prohibited items include glitter, silly string, candles, confetti, and bubbles. Balloons are allowed but must be weighted or tied down. Decorations cannot be adhered to the floors or walls.

## **7.6 Tulip Liability Insurance**

For the protection and benefit of our events guests, Santikos requires event liability insurance for all organizations' events. The Sales Team will include the fee in the price of the event, and the guest will be enrolled in the Tenant Users Liability Insurance Program (TULIP). TULIP carries a variety of benefits for event guests, including but not limited to, General Liability insurance, Host Liquor Liability coverage, listing Santikos as an additional insured, Bell Endorsement, and crisis management coverage.



## **8.0 PAYMENT OPTIONS**

### **8.1 Acceptable forms of Payment**

Cash is no longer accepted at any Santikos location; however, customers can convert cash to a Santikos Gift Card at any theater location. Acceptable forms of payment include:

- Credit Cards
- Debit Cards
- Prepaid Cards
- Gift Cards
- Travelers Cheques

## **9.0 SERVICE ANIMALS**

Per the Americans with Disabilities Act (ADA), Santikos allows service dogs to accompany their handlers at all locations. Pets not designated as service animals are prohibited, including emotional support animals.

## **10.0 INFORMATION SECURITY**

### **10.1 Electronic Communications**

Guests who contact Santikos by email, text message, or any other form of electronic communication, consent to receive communications electronically. Santikos will also communicate by posting on our official Santikos channels including, but not limited to [www.santikos.com](http://www.santikos.com), the mobile app, or social media.

Guests who choose to participate in the Santikos Movie Lovers program will automatically be opted-in to receive text messages and email communications. Standard carrier messaging and data rates may apply, and guests may opt-out by responding "STOP" to the text or unsubscribing to the email.

### **10.2 Information Security**

Santikos has security measures to protect against the loss, misuse, and alteration of information under Santikos' control. Santikos does not store credit card information.

Users are responsible for ensuring the security of their information entered on Santikos Premier mobile app or [www.santikos.com](http://www.santikos.com). Santikos is not obligated to reimburse points or losses incurred due to unauthorized use of the membership.

Please refer to the Santikos Privacy Policy at [www.santikos.com/privacy-policy](http://www.santikos.com/privacy-policy).

## 11.0 CLOTHING

Santikos enforces a “No Shirt, No Shoes, No Service” policy for all guests.

## 12.0 INTELLECTUAL PROPERTY RIGHTS

- All content provided by Santikos and its licensors, including, but not limited to, designs, text, graphics, pictures, videos, applications, software, music, sound, and other content, together with the user interface, selection and arrangement of material are the proprietary property of Santikos and its licensors, and is protected by United States copyright and other intellectual property laws.
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- Any unauthorized use of content provided by Santikos and its licensors, or violation of this provision is a material breach of the terms and may be a violation of applicable law.
- Nothing in these *Terms & Conditions* is to be construed as transferring or licensing any of Santikos intellectual property rights, whether by estoppel, implication or otherwise.