

TAVISTOCK RESTAURANT COLLECTION GIFT CARD TERMS AND CONDITIONS

The following terms and conditions (the “Agreement”) apply to any Tavistock gift card originally purchased by you or someone on your behalf (the “Card”) at any participating Tavistock location. Cards are issued by Tavistock Restaurant Collection (referred to hereinafter as either “Tavistock”, “we”, “us” or “our”). By purchasing a Card, accepting and retaining a Card, or using a Card, you agree to these terms and conditions. We further reserve the right to change, amend or terminate the format, elements, and terms and conditions of the Card program at any time with or without notice in our sole discretion; you agree to such changed or amended terms and conditions when posted.

1. **Use of the Card.** The Card may only be used to purchase food and beverages at participating Tavistock locations in the 50 United States and the District of Columbia. The Card should not be used at any other location. If you attempt to use the Card at a non-participating location, your purchase will be declined. The Card is not a credit card and cannot be used as one.
2. **Redemptions.** Use of the Card is limited to the amount of funds held on the Card. The full amount of each purchase, including taxes, will be deducted from the funds held on the Card, up to the total funds available on the Card. If you make a purchase and there are insufficient funds held on the Card to cover that purchase, you must pay the difference by credit card, debit card, check, or cash. The Card may not be redeemed for cash except where required by law. Unused Cards may be returned within fifteen (15) days from the date of purchase for a refund.
3. **Restrictions.** Resale of this Card or use for unauthorized advertising, marketing, sweepstakes or other promotional purposes is strictly prohibited. Your right to use the funds on the Card is a limited right, subject to the terms and conditions of the Agreement and applicable law. We are not responsible for pricing, typographical, or other errors in any offer and reserve the right to cancel any orders resulting from such errors.
4. **Expiration Date/Service Charges.** The Card expires five (5) years from the date of issuance or as permitted by applicable law. There are no service charges or dormancy fees.
5. **Balance.** The balance on the Card can be obtained at any participating Tavistock location upon request. Card must be presented to obtain balance.
6. **Promotional Cards.** These terms and conditions do not apply to gift cards or other stored value cards that are given away free with a purchase, or distributed as a reward, incentive, or as part of a marketing, promotional or customer loyalty program. (“Promotional Cards”). Promotional Cards may have expiration dates to the extent permitted by applicable law.
7. **Governing Law/Arbitration.** The laws of the State of Florida govern the Card and the terms and conditions of this Agreement, without regard to choice of law principles.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement or the purchase or use of the Cards SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES THEN IN EFFECT. The arbitration shall take place before one (1) neutral arbitrator in the city of the Tavistock location that issued the Card.

The arbitration will be limited solely to the dispute or controversy between you and Tavistock. NEITHER YOU NOR TAVISTOCK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. §§ 1-16. Tavistock will pay for the arbitrator's fees if the total amount of such fees exceeds the filing fee for filing a claim in a small claims court.

Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

8. **Lost or Stolen Cards.** Protect your Card as if it were cash and safeguard the Card from unauthorized use. Except where required by applicable law, Cards will not be replaced if lost, stolen, mutilated or damaged.

9. **Misuse of the Card.** If we suspect any fraud or misuse in connection with a Card, we reserve the right in our discretion to suspend or terminate use of the Card. We may cancel the Card at any time, without notice.

10. **Property Rights.** The consideration paid for the Card, including any unredeemed balances, is the property of Tavistock.

11. **Privacy Rights.** We do not currently collect or maintain any personally identifiable information regarding the purchasers of the Cards. However, we reserve the right to obtain personal information about you in accordance with the privacy policy found at www.tavistockrestaurantcollection.com/privacy-policy/ if such information is necessary to service the Card or respond to your inquiries or for other purposes.

12. **Severability.** If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

13. **Entire Agreement.** Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement.