



National Sales Gift Card Order Form

Account Number _____ Date _____

Member (Company) _____

Contact/Program Coordinator _____

Email Address _____

Shipping Address (no PO Boxes) _____

City _____ State _____ Zip _____

Phone _____ Ext. _____ Fax _____

Promo Code: _____

Check here to set up a NEW account (1st orders ONLY)

Check here for address corrections

PRODUCTS

PRICING

QUANTITY

SUBTOTAL

Gift Cards

- Valid for movie tickets and concessions

CHECK HERE FOR FREE CARD CARRIERS

\$ _____ each x _____ =
Please enter the value and quantity.

\$ _____ each x _____ =
Please enter the value and quantity.

\$ _____ each x _____ =
Please enter the value and quantity.

\$ _____ each x _____ =
Please enter the value and quantity.

\$ _____ each x _____ =
Please enter the value and quantity.

SHIPPING

- Ground \$9.95/order 4 to 7 bus. days
- 2nd Day \$15.00/order
- Overnight \$20.00/order

SHIPPING MUST BE INCLUDED WITH EACH ORDER

Orders received BEFORE 12 pm Central Time will be shipped the SAME business day. SIGNATURE REQUIRED for all shipments.

TOTAL DUE

PAYMENT

- Check (payable to AMC CPS - first class mail takes approximately one week for processing - no personal checks accepted)
- Credit Card (please fax form to (913) 317-5420, then call 800-AMC-4TIX and choose option 2 to phone in your credit card payment)

TERMS & CONDITIONS

Signature required for every order.

The Terms & Conditions on the reverse side are incorporated herein by this reference. In the event of any inconsistency or conflict between the terms of this order form and the provisions of the Terms & Conditions, the latter shall prevail. In witness whereof, the parties to this agreement have caused it to be duly executed effective as of the date stated above.

YOUR COMPANY

Signature _____

Name (print) _____

Title _____

AMC CARD PROCESSING SERVICES, INC.

Signature:

Name: Tim Anderson

Title: VP, National Sales

PLACE YOUR ORDER

Online: www.amctheatres.com/gift-cards-corporate-orders **Fax:** (913) 317-5420 **Mail:** 13731 Collections Center Drive Chicago, IL 60693

Orders can only be placed via online, fax or mail. All pre-paid rush orders must be submitted online or via fax. Questions, please call 800/AMC-4TIX or 800/262-4849 or email nationalsales@amctheatres.com

**AMC CARD PROCESSING SERVICES, INC.
NATIONAL SALES PROGRAM
TERMS & CONDITIONS**

IMPORTANT- PLEASE READ CAREFULLY

The following provisions form the basis of the National Sales Program ("Program") relationship between AMC Card Processing Services, Inc., an Arizona corporation with principal offices at 11500 Ash Street, Leawood, KS 66244 ("AMC CPS"), and the individual or entity indicated on the face of the National Sales Order Form ("Member"). These provisions are intended to protect Member and AMC CPS. Participation in the Program will be governed by these provisions, and it is the responsibility of Member to read, understand and comply with all of them.

1. Authorized Agent. Member acknowledges and agrees that its designated authorized agent, who will be designated on each National Sales Order Form as the "Program Coordinator," is an agent and/or an employee of Member and is authorized to purchase AMC CPS tickets on Member's behalf under the Program. Member may change its designated Program Coordinator from time to time by written notice to AMC CPS in advance of such change.

2. Allotments.

(a) Each order for the following tickets (collectively, "Tickets") shall be for not less than 50 Tickets; additional Tickets will be sold only in integral multiples of 50 tickets:

(i) Admission for one to a movie;

(ii) Purchase of one small fountain drink or credit toward a larger size ("Drink Show Snacks"); and

(iii) Purchase of one small popcorn or credit toward a larger size ("Popcorn Show Snacks").

3. Payment Terms

(a) Member acknowledges and agrees that payment for initial order shall be remitted to AMC CPS at the time the order is placed unless other arrangements have been made. To receive a commercial open account, the Member must meet AMC CPS's credit qualifications criteria. AMC CPS's credit department may contact any credit source necessary to determine credit and financial responsibility of the Member. Members with an approved commercial open account acknowledge and agree that with respect to any subsequent ticket order, payment for such order shall be remitted to AMC CPS no later than 30 days following the date of such order.

AMC CPS reserves the right to terminate or suspend at any time the participation of any Member with an overdue balance.

(b) Member acknowledges and agrees that each order will include a standard shipping and handling charge of not less than (\$9.95).

(c) Member acknowledges and agrees that upon its failure to remit full payment to AMC CPS for Tickets that have been provided to Member, AMC CPS shall have the right to exercise all remedies available at law or in equity to collect the amount due, together with related reasonable attorneys' fees, court costs and collection costs, from Member.

(d) All applicable sales or use taxes imposed on the sale of any order shall be paid by Member and included in Member's payment of the purchase price for the order.

(e) A delinquency charge of 1.5% per month (18% per annum), or the highest rate permitted by law, whichever is less, will be imposed from the date due on invoices remaining unpaid after 30 days from the order date.

4 Refunds, Returns & Exchanges. Except as required by law, Member acknowledges and agrees that any unused, mutilated, lost, or stolen Tickets or Gift Cards are not refundable for cash. AMC CPS' current product does not have an expiration date or dormancy fees associated with it. Tickets bearing an expiration date are honored at theatres; however, they will be replaced upon written request and receipt of the unused, expired tickets. AMC CPS reserves the right to base any exchange upon the current Ticket price. Lost or stolen Gift Cards will be replaced, without charge, at the remaining balance with proof of purchase; the card's value will not be replenished if used without your permission. Except as required by law, AMC CPS shall

not otherwise be responsible in any way for lost or stolen Tickets or Gift Cards, and shall have no legal, equitable or contractual obligation to any party regarding such Tickets or Gift Cards.

5. Surcharge. Subject to surcharge for 3D, premium large screen format (e.g., IMAX®, AMC Prime®), alternative content, dine-in-theatres, film festivals, special theatrical presentations and premium services; location surcharges may also apply at select locations, including Disney and Universal properties operated by AMC. AMC reserves the right to change these terms and conditions without notice, including changes and additions to surcharge fees, restrictions or exclusions. For current terms and conditions, a complete listing of applicable surcharges, exclusions, AMC Theatre brands and restrictions, please visit www.amctheatres.com/exchange-tickets-terms.

6. Resell Rights. Member agrees (a) not to resell Drink Show Snacks and Popcorn Show Snacks for a sum larger than the Member's purchase price, and (b) Gift Cards for greater than their face value, unless Member has received AMC CPS's prior written consent. Member acknowledges and agrees that AMC CPS Black Tickets will not be resold for more than the sum of Member's purchase price of such tickets plus 10% handling charge, provided such aggregate price is not in violation of any prevailing statute or ordinance. Member agrees not to resell promotional passes. Member acknowledges and agrees that such aggregate price is not violation of any prevailing statute or ordinance. Member agrees not to resell promotional passes. Member acknowledges and agrees that any resale of any AMC tickets or Gift Cards described in Section 2 above shall be in conformance with all applicable statutes and ordinances. Member agrees to be responsible for determining the applicability of any and all such statutes and ordinances.

7. Trademark and Name. All trademarks, service marks, trade names and trade dress, and good will related thereto, that are already legally or beneficially owned by American Multi-Cinema, Inc. ("AMC") shall remain the property of AMC. AMC authorizes Member to use its name, logo and trademark for the sole purpose of internal advertising as to the availability of Tickets through Member's designated Program Coordinator's office. Such use of AMC's name, logo and trademark shall be subject, in each case, to AMC's prior written approval which AMC can withdraw at any time. Member agrees that any external publication or advertisement of AMC Tickets must be approved in writing by AMC.

8. Termination. AMC CPS reserves the right at any time, in its sole discretion, with or without cause, to terminate and refund any pending orders and/or decline to accept any future orders by Member, or to discontinue the Program in its entirety. AMC CPS's termination of Member from participation in the Program due to breach of these Terms and Conditions shall not constitute an election of remedies; AMC and AMC CPS reserve all rights with respect to any other rights or remedies available at law or in equity.

9. Waiver. Any of these Terms & Conditions may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing. A waiver on one occasion shall not be deemed to be a waiver of the same or any other term or condition of a future occasion. No delay or failure on the part of either party in exercising any right under these Terms and Conditions, and no partial or single exercise thereof shall constitute a waiver of such right or of any other right under these Terms and Conditions. The rights granted to each party under these Terms & Conditions and any rights available to it at law or in equity shall be cumulative and may be exercised in whole or in part from time to time.

10. Amendment. These Terms & Conditions may not be amended with respect to any order that has been placed, except in a writing by a duly authorized representative of AMC CPS and by the Program Coordinator. These Terms & Conditions may otherwise be amended at any time by AMC in its sole discretion upon written notice (including via email) to Member; any such amendment shall apply only to orders placed after the date of such written notice.

11. Severability. If any portion of the Terms & Conditions is held to be illegal, invalid or unenforceable in any respect under any present or future law or if determined by a court of competent jurisdiction to be unenforceable, such provision shall be fully severable, and these Terms & Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of these Terms & Conditions, and the remaining provisions of these Terms & Conditions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from these Terms & Conditions.

12. Entire Agreement. These Terms & Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof and contain the sole and entire agreement between AMC CPS and Member except as may be subsequently modified in writing per Section 11. These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Arizona as they pertain to contracts executed and performed wholly within such state.