

Cross Sound Rewards Program Terms & Conditions

General Membership Guidelines for the Cross Sound Rewards Program (the “Program”)

1. Membership in the Program is open to any individual age 18 years or older, and any company or corporation. To become a member of the Program (a “Member”), visit www.longislandferry.com (the “Site”) and complete the online enrollment application (the “Online Application”). Individuals must provide their full name, address, phone number and email address and complete a marketing survey in order to complete the Online Application. A company or corporation must provide its legal name, address, a designated contact person, the phone number and email address for that contact person and complete a marketing survey in order to complete the Online Application. The Member must also create a unique password, which will be used to access the Member’s Rewards Account online on the Site. Enrollment applications may not be completed over the telephone or in person at the Cross Sound ticket office. Written or paper enrollment applications will not be accepted.
2. The Member agrees to (a) provide true, accurate, current and complete information as prompted by the Online Application and (b) maintain and promptly update the data provided in the Online Application to keep it true, accurate, current and complete. The Member shall be responsible for advising Cross Sound of any changes of name, address, telephone number or email address. If the Member provides information in the Online Application that is untrue, inaccurate, not current or incomplete, or if Cross Sound has reasonable grounds to suspect that the information provided by the Member is untrue, inaccurate, not current or incomplete, Cross Sound has the right to suspend, terminate, or refuse the Member’s current or future use of the Program.
3. Each individual Member represents that such Member is of sufficient legal age to use the Program and create binding legal obligations for any liability the Member may incur as a result of such Member’s use of the Program.
4. Once the Member completes the Online Application, a Cross Sound Rewards Account (the “Rewards Account”) will be created for the Member. An account number (the “Account Number”) will automatically generate for the Member’s Rewards Account. A confirmation email will be sent to the Member containing the information provided in the Online Application, the Account Number, the Member’s unique password (the “Member’s Password”), and a printable membership card showing the Member’s name and Account Number (the “Membership Card”). The Member’s Password must be entered to access the Member’s Rewards Account online. The Member may print a copy of the Membership Card provided in the confirmation email. Cross Sound will not generate or send a plastic or paper membership card to any Member.
5. The Member agrees not to upload, post, email or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or

telecommunications equipment used by the Program. The Member further agrees not to spam or flood the Site, or remove any copyright, trademark, or other proprietary rights notices contained on the Site.

6. The Member agrees not to violate any applicable local, state or federal statutes, regulations, regulatory guidelines and judicial or administrative interpretations, or any rules or requirements established by Cross Sound or its affiliates (all of which shall constitute “Applicable Law”) in connection with the Member’s use of the Program.
7. The Member shall be subject to the terms and conditions herein (the “T&C”) and any guidelines, rules or amendments posted at www.longislandferry.com (subject to routine updates). A paper copy of the T&C of the Program may be obtained by calling (860) 443-7394, or by sending a written request to Cross Sound Ferry Services, Inc., 2 Ferry Street, New London, CT 06320. The Member agrees that participation in the Program represents the Member’s acceptance of the T&C. Upon request, the Member agrees to sign a non-electronic version of the T&C.
8. The Member is responsible for reading and understanding the T&C of the Program and for maintaining knowledge as to the number of Reward Points in the Member’s Rewards Account. Cross Sound and its affiliates will not be liable for any of the following: incorrect or inaccurate transcription of entry information by the Member; problems related to any of the equipment associated with or used by the Member; human error; any interruption, deletion, omission, defect or line failure of any telecommunications network or electronic transmission; problems relating to computer equipment, software or inability to access the Site; or any other technical or non-technical error or malfunction.
9. Definitions. For the purposes of the T&C and the Program, the following terms relate to travel on Cross Sound vessels and are defined as stated herein. “Auto Ferry” means a ferry that can accommodate vehicles, including automobiles, trucks, motor homes and buses, along with passengers. “Sea Jet” means a high-speed ferry that can accommodate passengers only. “Vehicle and Driver Ticket” means a single ticket, which allows one (1) vehicle and one (1) driver to travel on the Auto Ferry. “Passenger Ticket” means a single ticket for an individual who is not the driver of a vehicle, which allows travel on the Auto Ferry or the Sea Jet. “Black-out trip” means a ferry departure for which Reward Points cannot be used to purchase tickets. Ferry departure schedules, including designations of Black-out trips, can be found on the Site.

How to Earn Cross Sound Reward Points

1. Upon completion of enrollment by the Member as described above, a Cross Sound Rewards Account (the “Rewards Account”) and Cross Sound Rewards Account Number (the “Account Number”) are created for and assigned to the Member.
2. For every 20 cents spent by the Member on the base fare of an eligible travel purchase, as hereinafter defined, 0.01 Reward Point will be credited to the Member’s Rewards Account; provided, however, that the Member must properly associate each eligible

travel purchase with the Member's Rewards Account as set forth below in order to earn Reward Points. 0.01 Reward Point earns the Member a credit valued at 1 cent in the Member's Rewards Account.

The "base fare" of an eligible travel purchase is the price of the Ticket excluding any applicable surcharges or taxes. Reward Points will not be earned on the value of fuel surcharges and taxes that may be associated with otherwise eligible travel purchases.

3. Except as otherwise provided herein, an eligible travel purchase is a Member's purchase from Cross Sound of any of the following (each an "Eligible Travel Purchase"):
 - a. Vehicle and Driver Ticket(s) on the Auto Ferry;
 - b. Passenger Ticket(s) on the Auto Ferry;
 - c. Sea Jet Ticket(s); and

Provided, however, the Member must properly associate each Eligible Travel Purchase with the Member's Rewards Account, provide payment in full by check, cash, credit card or Captain's Card prior to travel, and satisfy all terms and conditions contained herein in order to earn Reward Points for an Eligible Travel Purchase.

4. Use of a Cross Sound gift certificate or gift card by the Member to pay for an Eligible Travel Purchase will not earn any Reward Points for the Member.
5. The purchase of a Captain's Card by the Member will not earn the Member any Reward Points. However, purchases made by the Member using a Captain's Card may earn the Member Reward Points subject to the terms herein.
6. Reward Points will be credited to the Member's Rewards Account within seven (7) business days after the date of travel. For round-trip travel in which each trip occurs on a different day, Reward Points for each trip will be credited to the Member's Rewards Account within seven (7) business days after each date of travel.
7. A Member can make an Eligible Travel Purchase online at www.longislandferry.com or through the Cross Sound Reservation call center or ticket office.
 - a. In order to earn Reward Points when making an Eligible Travel Purchase online at www.longislandferry.com (the "Site"), the Member must log into the Member's Rewards Account prior to booking travel. The Member can log into his or her Rewards Account on the Site by entering (a) the Member's Account Number and (b) the Member's Password. In order to expedite the crediting of Rewards Points, a Member must log into his or her Rewards Account prior to making an Eligible Travel Purchase online.

- b. In order to expedite the crediting of Reward Points when making an Eligible Travel Purchase through the Cross Sound reservation call center or ticket office, the Member must, at the start of the transaction, provide his or her name, address, telephone number and Cross Sound Rewards Account Number. This information must be provided at the start of the transaction in order for the Member to earn Reward Points in connection with the transaction.
8. Any purchase by a Member that has not been associated with a Rewards Account as set forth in the preceding paragraphs will not earn any Reward Points in the Member's Rewards Account. However, a Member can get credit for travel completed after joining the Rewards Program by filing out the "Add Cross Sound Rewards Trip" form on the Site. A Member will not earn Reward Points for travel purchases completed prior to the Member's enrollment in the Program.
9. Use of a Cross Sound charge account or similar deferred payment method by the Member to make an otherwise Eligible Travel Purchase will not earn any Reward Points in the Member's Rewards Account.
10. Reward Points in a Member's Rewards Account cannot be combined with or transferred to another Rewards Account or to any other individual, company, corporation, account or Member.

How to Redeem Cross Sound Reward Points

1. The Member may redeem Reward Points to make the following eligible reward purchases (each referred to as a "Reward Purchase"):
 - a. Passenger Ticket(s) on the Auto Ferry
 - b. Vehicle and Driver Ticket(s) on the Auto Ferry (Subject to certain limitations on designated Black-out trips)
 - c. Sea Jet Ticket(s) (Subject to certain limitations on designated Black-out trips)
2. In order to make a Reward Purchase using Reward Points, the value of the Reward Points in the Member's Rewards Account must equal or exceed the cost of the Reward Purchase, and all items purchased in the transaction must be eligible Reward Purchases as set forth above. Reward Points cannot be combined with another form of payment or with another Member's Reward Points to make a Reward Purchase.
3. The Member may not use Reward Points to make the following purchases (each referred to as an "Ineligible Reward Purchase"):
 - a. Purchase of a Captain's Card
 - b. Purchase of a Cross Sound gift certificate or gift card

- c. Vehicle and Driver Ticket(s) on the Auto Ferry on designated Black-out trips
 - d. Sea Jet Ticket(s) on designated Black-out trips
 - e. Change and cancellation fees (Except as provided below)
4. Reward Purchases can be cancelled or changed by the Member in certain circumstances. Subject to applicable fees, if a Member wishes to change or cancel a Reward Purchase made using the Member's Reward Points, the Member may receive a refund in the form of a credit to the Member's Rewards Account. Changes to Reward Purchases are permitted based on availability, and additional costs and fees may apply for any such change or cancellation of a Reward Purchase. The Member's Reward Points may be used to pay these change and cancellation fees, provided the original Reward Purchase being changed or cancelled was made with the Member's Reward Points.
5. Reward Points have no cash value and cannot be redeemed for cash.

General Rules of the Program

1. Notices to Members of the Program from Cross Sound may be made via either email or regular mail to any address provided by the Member in the Online Application or other information that such Member has provided to Cross Sound in connection with the Program. Members may also be notified of changes to the T&C or other matters at www.longislandferry.com. Any and all interpretations of the T&C and rules of the Program shall be at the sole discretion of Cross Sound.
2. Reward Points earned under the Program will expire if the Member's Rewards Account is inactive for a period of two (2) years.
3. CROSS SOUND MAY, IN ITS DISCRETION, CANCEL, MODIFY, AMEND, RESTRICT OR TERMINATE THE PROGRAM OR ANY ASPECTS OR FEATURES OF THE PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE. Updates to rules of the Program and updates to the T&C will be posted on the Site. Any change in the Program will apply to unredeemed Rewards Points as well as Rewards Points that Members may earn subsequent to such change. In accumulating Reward Points, the Member may not rely upon the continued availability of the Program. Cross Sound retains the right to change, limit, modify or cancel Program rules, regulations, and rewards at any time. That includes, without limitation, increasing or decreasing the levels or amount of Reward Points earned from a transaction, adding or changing designated Blackout trips, and changing or cancelling the Program.
4. Cross Sound reserves the right to adjust Reward Point values at its sole discretion and to correct errant Reward Point values represented on statements to the Member or on the Site.

5. ALL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. CROSS SOUND RESERVES THE RIGHT TO ALTER, MODIFY, AMEND OR CANCEL THE PROGRAM AT ANY TIME WITHOUT PRIOR NOTICE.
6. THE TERMS AND CONDITIONS OF THE PROGRAM AND THE RELATIONSHIP BETWEEN MEMBERS AND THE PROGRAM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. EACH MEMBER AGREES TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF CONNECTICUT.
7. DISCLAIMERS. THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CROSS SOUND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE SITE AS IT RELATES TO THE PROGRAM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO EVERYONE. CROSS SOUND AND ITS AFFILIATES AND AGENTS DO NOT WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE MEMBER ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE AND ALL CHARGES RELATED THERETO. THE MEMBER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SITE AND THE MEMBER'S RELIANCE THEREON.
8. The Member agrees to indemnify, defend and hold Cross Sound, its affiliates, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorney's fees), or other expenses that arise directly or indirectly out of or from (a) the Member's breach of the T&C, (b) any allegation that any materials submitted or transmitted by the Member to Cross Sound or the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) the Member's activities in connection with the Site or any services related to the Site or the Program.
9. The failure of Cross Sound to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision.

10. Earning and/or redemption of Reward Points may be subject to income or other taxes under federal, state or local law. The Member is solely responsible for any and all taxes, if any, due on Reward Points and the Member agrees to indemnify, defend, and hold Cross Sound, its officers, directors, employees, agents and representatives harmless from and against any and all claims or liability for such taxes.
11. In the event of fraud, misrepresentation, abuse or violation of Applicable Rules involving the Program or the earning or redemption of Reward Points, Cross Sound retains the right to take appropriate administrative and/or legal action, including the forfeiture of accumulated Reward Points and termination of Program participation.
12. If Cross Sound improperly denies a Reward Point credit or some other benefit, the Member's exclusive remedy shall be the issuance of the improperly denied Reward Point credit or other benefit, if available, or such other comparable benefit as determined by Cross Sound, which shall have no additional liability whatsoever.
13. The Program is subject to all applicable laws and regulations, and the redemption of Reward Points is void where prohibited by law. The sale or barter of any Reward Point offered or earned through the Program, other than by Cross Sound, is expressly prohibited.
14. Cross Sound reserves the right to make promotional offers selectively available to Members based on travel activity, geographic location, participation in the Program and other factors determined by Cross Sound.
15. Members participating in the Cross Sound Rewards Program may opt-out of receiving future marketing email communications from Cross Sound by checking the appropriate box in the Online Application for the Program, or by logging into the Member's Rewards Account on the Site, clicking the "Edit My Account" link, and checking the box next to: "I do not want to receive email promotions." The Member must then click "Continue." In addition, Cross Sound provides the opportunity to opt-out of receiving future marketing email communications from Cross Sound via the "opt-out" link that is included at the bottom of any promotional email from Cross Sound.
16. If any part of the T&C is determined to be invalid or unenforceable pursuant to Applicable Law, including but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of the T&C shall continue in full force and effect.