



Wine Club Membership



Member Benefits

All Bask Wine Club Members enjoy several benefits, including:

- First Tuesday of the Month Member Only Wine Tastings
 - All Club wine tastings will include wines that are valued in points. We will taste 1-, 2-, 3- and 4-point wines
- 20% discounts on bottles purchased for dine-in services Bask (Tuesday – Thursday only)
- 20% added value on Gift Cards purchases \$100+
- Exclusive access to premier wine offerings
- Special pricing for higher-end wines
 - This will be a savings of 20% or greater savings as compared to wine shop retail value
- Priority access to special events and limited release wines

Monthly Membership Levels

- Level one (2 points) = \$80
- Level one + 1 guest (4 points) = \$140
- Level two (6 points) = \$195
- Level two + 1 guest (10 points) = \$310

Points Usage

- Wine purchases from members only tastings
- Bask Hosted Dinners (i.e. Wine Pairing Dinners; Spirits Pairing Dinners; etc.)
- Spirits Tasting events
- Wine Tasting events
- Wine Club Policies & Agreement

As a Member, you agree to all terms and conditions of Membership. By becoming a Member, you verify that you or the recipient of the Club is at least 21 years of age. You authorize From the Earth Brewing Company, LLC (dba Bask Steakhouse) to charge your credit card on the first of each month during your Membership term. Membership commitment is for one year from date of purchase. Memberships auto-renew each year unless cancelled in advance by the Member (see Terms & Conditions).

Bask's main form of communication with Members will be email. Email communication will inform members of exclusive wine availability for that month and all other correspondence.



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TERMS & CONDITIONS

By clicking <Join Now> on the Bask Website or signing a Membership Application, you acknowledge and agree that you have read these Terms and Conditions (the "Terms"), understand them, and agree to be legally bound by them.

If you have any questions with respect to these Terms, please ask a staff Member or contact our Wine Club Manager at 770-693-1024 or info@basksteak.com. Your acceptance of these Terms creates a binding contract governing the terms of your Membership in the Bask Wine Club (the "Club") and no other statements, representations, materials, or related information will alter or amend these Terms, except as specifically referenced in these Terms and such revisions to these Terms instituted by Railsback Freres as in accordance with these Terms.

Billing Information. Club Membership will be charged to the credit card on file on the first day of each month during the Membership term. It is your obligation to update your credit card information by phone at least 5 business days prior to this billing. In addition, any address changes must be made in writing to info@basksteak.com, or phone (770-693-1024) at least 5 days prior to this billing.

Wine purchases, including tax, are non-refundable once they have been processed. Costs may change without notice.

Wine Pickup. Due to space constraints, Members are required to pick up their club wines within 30 days of billing. If you are unable to pick up in that time frame you must call or email info@basksteak.com to make other arrangements prior to the 30-day requirement.

Cancellation. All Memberships are on an annual basis, and your Membership automatically renews each year on the date on which a Member signs up. If you wish to cancel your Membership, you may do so after the first year at any time, with 60-day notice. Any fees already charged for any Membership, are non-refundable. In addition, it is your responsibility to inform Bask of any changes to your Membership record and information, by contacting Bask at 770-693-1024.

Membership Benefits, Accounts. Subject to such limitations and exceptions as applicable, including as otherwise set forth in these Terms, Club Members have the opportunity to register for various wine clubs and services Bask markets by following the instructions on the company's site or promotional communication, including, without limitation, email communications, in-restaurant applications, or direct mailings. Club Members are entitled to receive designated wines, as applicable to the Membership of the Member and additional Club Member benefits as provided from time to time by Bask. Only individuals, and not corporations or businesses, are eligible to enroll as Members. Only one person can be enrolled per Club Membership, and accounts under the same name and address will automatically be combined. Notwithstanding anything published to the contrary with respect to Club benefits, not all Club Membership benefits are the same for all Members, and some special promotional offers, benefits and communications may be based on geographic location, Club participation, information supplied by



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the Member or the volume or type of purchases made by a Member. To be eligible for Membership benefits your account must be (1) open, (2) in good standing and (3) current Membership fees must have been paid. Abuse of Club Membership (for example, by failing to follow the Terms, allowing others to use your Membership number or other improper conduct as determined by Bask in its sole discretion) may result in termination of your Membership and disqualify you from future Club participation.

Promotional Offers. By participating in the Club, you will be eligible to receive various benefits provided from time to time by Bask including, without limitation, receiving discounts, vouchers and promotional offers with respect to wine, related products and Club Memberships, unless prohibited by law. You will be notified of these special offers through various channels of communication, including, without limitation, email and/or U.S. mail. Each such discount, voucher and promotion offered to you will apply only to those specific wines, related products and Club Memberships advertised, and will be governed by these Terms & Conditions, as amended from time to time, and the applicable terms of such promotions as communicated to you. The value of any such offer is not refundable. All offers are subject to availability and Bask reserves the right to change discounts, vouchers or offers at any time.

Availability. All Club Members acknowledge that the wines provided to Club Members are limited in quantities and may not always be available at the time of your pick-up or delivery, especially if you do not pick up your wine in the month for which such wine was offered. In all cases, Bask, in its sole discretion, may substitute other wine for any wine that is no longer reasonably available, without any adjustment or refund. In addition, certain Club Members may select and receive available alternative wine varieties applicable to the Membership of the Member.

Fees. All fees for Club Memberships and associated charges, such as shipping charges and other related charges, are automatically billed to your credit card. All fees charged, including for gift Memberships, are non-refundable except as expressly set forth in these Terms.

Limitations; Legal Compliance. Member discounts and benefits are not valid with other special offers or discounts offered by Bask, unless expressly indicated otherwise by Bask. Member benefits are non-transferable. Bask is not engaged in the shipping or importing of wines or other products into or from any state, country, or other jurisdiction where it is not so licensed. Membership in the Club is void where prohibited, and by joining the Club, you represent that your Membership in the Club and receipt and use of any goods, services or other items received through the Club does not and will not violate any applicable law or regulation. You agree to comply with all applicable laws, rules and regulations, including without limitation, laws governing the possession and use of wine and alcoholic beverages. Wines will be provided only to people who are at least 21 years old. In joining the Club, you represent to Bask that you are at least 21 years old. When your wine is picked up, the person receiving the product will be required to show identification proving Club Membership and that he or she is at least 21 years old. Wines provided by the Club are not for resale and are for personal consumption only. Bask has the right to terminate or suspend the Club, or your Membership in the Club, at any time and for any reason whatsoever, including, without limitation, following a change in law.

Unavoidable Delay. In the event of any circumstances outside of the control of Bask and which prevent, hinder or delay Bask from performing its obligations, including but not limited to acts of God, earthquake, flood, severe weather conditions, or other natural calamity, strikes, insurrection or acts of



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terror, governmental action or inaction, including delays or failure to issue permits and authorizations or an inability to obtain supply and materials, Bask's obligations will be suspended for the term of such event or Railsback Freres may elect to cancel the Club or Club Membership for the affected Members.

Disclaimer. YOU UNDERSTAND AND AGREE THAT YOUR MEMBERSHIP IN THE CLUB, THE GOODS AND SERVICES PROVIDED BY BASK AND ALL OTHER BENEFITS RELATED TO THE CLUB ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. BASK, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BASK WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR RELATED TO YOUR MEMBERSHIP IN THE CLUB OR ANY GOODS, SERVICES OR BENEFITS YOU RECEIVE OR FAIL TO RECEIVE FROM THE CLUB, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT Bask HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Personal Information. Bask requires certain personal information from you to verify and administer your Club Membership, and you agree that you have freely provided that information. Any personally identifying information you provide to Bask or affiliated companies may be used for our internal business and for account management, customer service and related purposes; however, your personally identifying information will not be sold, licensed or disclosed to any parties other than Bask's affiliates. You authorize Bask to send you marketing communications and special offers as part of your Membership benefits. To change your preferences, please contact us. Notwithstanding any other statements or representations contained here or elsewhere, Bask reserves its right to disclose any information in its possession if it is required to do so by law or legal process, or if it believes, in good faith, that such a disclosure is necessary to comply with law or legal process, to defend its rights or to respond to an emergency situation. If you are concerned about the information you have provided to Bask or have any questions regarding the retention of that information, please contact us. Bask will make reasonable efforts to resolve any concerns.

Governing Law; Venue. These Terms are governed by the substantive laws of the State of Georgia, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the state and federal courts residing in Fulton County, Georgia with respect to any dispute, disagreement, or cause of action related to or involving these Terms or the Club. YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE AFOREMENTIONED COURTS AND WAIVE ANY OBJECTION WHICH YOU MAY HAVE AT ANY TIME TO THE VENUE OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE CLUB AND YOU IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Miscellaneous. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver shall be deemed a further or continuing waiver of such term or any other term. These Terms constitute the entire agreement between you and Bask with respect to your Membership in the Club and the goods, services and benefits provided by Bask and related to the Club.



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Change in Terms. These Terms shall remain in full force and effect while you are a Member of the Club, and only Bask may, in its sole and absolute discretion, may modify the Terms or add or delete any of the Membership rules, conditions, benefits or rewards, in whole or in part. Bask may make any such changes at any time, with or without notice, even though such changes may affect the value of accumulated benefits, the value of the rewards and/or the time of redemptions.