

Welcome to the Cru Club!

We are looking forward to another great year at the Cru Club.

New and continuing members must fill out the **Registration Form**, and sign the **Membership Terms and Conditions**.

Return the completed & signed forms to us either via **email** [cru@vinology.com]
fax [1-(267) 386-8198] or **post** [The Wine School Attn: Cru Club Membership
2008 Fairmount Ave, Phila, PA 19130]

Once we have your completed forms, **we will send you out a gift certificate for \$300**
and your **full year membership** in the Cru Club will begin!

If you have any questions, feel free to email us at cru@vinology.com or
215-965-1514x33

Registration Form

Full Name _____

Address _____

City _____

State _____ Zip _____

Phone Number _____

Credit Card Number _____

Expiration Date _____ **AVS** _____

(AVS is the 3 or 4 digit code on the back of your card)

Signature: _____

Date: _____

Email Address: _____

MEMBERSHIP TERMS AND CONDITIONS

These Terms and Conditions govern your membership ("Membership") in the Cru Club (the "Cru Club") at the Wine School of Philadelphia (the "WSOP"). Please read them carefully, along with our Privacy Policy, which constitutes the entirety of the agreement between you (the "Member") and the Wine School of Philadelphia (the "Agreement").

1. Membership

- 1.1. Membership is only available to residents of Pennsylvania, Delaware, or New Jersey who are twenty-one years of age or older.
- 1.2. Additional requirements are located at www.vinology.com/cru and are subject to change at any time.
- 1.3. Membership is governed by the WSOP. The WSOP can be contacted by emailing cru@vinology.com.
- 1.4. Membership in the Cru Club affords those benefits described at www.vinology.com/cru. Such benefits are subject to change at any time at the discretion of the WSOP without liability; therefore, it is necessary that Members check the website regularly to obtain the latest information regarding Cru Club Membership.
- 1.5. The WSOP may require a prospective Member to provide a current credit report, in a form acceptable to the WSOP, prior to admission to the Cru Club.
- 1.6. The WSOP reserves the right to refuse Membership to any person, in its sole discretion and for any reason.
- 1.7. The Member is responsible for ensuring that personal information, including a current email address and billing information, is up to date. Otherwise, a penalty of \$15 may be imposed for customer service.
- 1.8. Any communication regarding Membership must be by email. In the event that a Member contacts the WSOP via phone to obtain Cru Club-related information, a \$10 service charge per occurrence will be added to the fees for the month in which the fee(s) occurred.
- 1.9. Membership is exclusive to the Member and is not transferable to any other individual, nor may Membership be shared or assigned by the Member.

2. Fees

- 2.1. Membership fees are as indicated at www.vinology.com/cru and will be automatically billed to the Member's designated credit card on a monthly recurring basis during the Term (as defined below). No other form of payment will be accepted by the WSOP.
- 2.2. Upon payment of the Membership fees, Members will receive funds in the form of a personalized gift certificate to use as described at www.vinology.com/cru. All such funds must be used during the twelve-month Term of the Membership. There will be no carryovers for unused gift certificates.
- 2.3. The WSOP reserves the right to change the Membership fees after the first year of Membership with prior notice to the Member.

3. Term

- 3.1. The Membership term (the "Term") commences upon the WSOP's receipt of all of the following:

- (a) the signed Acknowledgment of the Membership Terms and Conditions;
- (b) the first monthly Membership fee; and
- (c) the payment of a \$40 one-time registration fee.

The registration fee will be waived for individuals participating in the Cru Club as of March 1, 2010.

3.2. Membership in the Cru Club is on an annual basis, beginning on the first day of the Term, as defined in paragraph 3.1 above, and ending 12 months thereafter.

3.3. Membership will automatically renew for an additional twelve-month period, on an ongoing basis, unless the Member provides 30 days advance written notice to the WSOP of their intent to opt out of an additional Membership term. A Member should send an email to cru@vinology.com to request nonrenewal of their Membership in the Cru Club. Upon acknowledgment by the WSOP, Membership will be terminated. Any renewals following termination are subject to the same eligibility requirements and procedures set forth in Sections 1, 2, and 3 of this Agreement.

4. Cancellation

4.1. The WSOP may cancel an individual's Membership in the Cru Club at any time in the event that fees are not paid on a timely basis or a breach of this Agreement occurs, or for any other reason, as determined in the sole discretion of the WSOP. In such case, all of the funds accrued as part of the Membership will be voided and a \$500 penalty for breaching this Agreement will be immediately due and payable by the Member. Further, any certification from the WSOP for courses or programs completed will become null and void. In addition, the WSOP reserves its right to pursue all legal remedies, including court costs and attorneys' fees, in the event of a default by the Member.

4.2. Members may not cancel, hold, or change the terms of their annual Membership for any reason following commencement of the Membership Term, except as described in paragraph 3.3 above. Further, there will be no refunds for unused benefits upon the expiration or cancellation of the Membership.

5. Privacy

5.1. By submitting your application to join the Cru Club, you consent to the WSOP holding, storing, and processing your personal data. The WSOP will only use information in accordance with its Privacy Policy. Please consult the Privacy Policy, which forms part of these Terms and Conditions, for additional information.

5.2. The WSOP shall not be liable for any unauthorized use of your personal information.

6. Liability

6.1. The WSOP shall have no liability in regard to any services provided by any non-affiliated third-party sponsor, affiliate or vendor. Members agree that any claims with regard to services shall be made against such third-parties, and not the WSOP.

6.2. THE WSOP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3. EACH MEMBER HEREBY RELEASES, ACQUITS AND DISCHARGES THE WSOP, ITS AFFILIATES AND ASSIGNS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION THAT A MEMBER OR MEMBER'S LEGAL COUNSEL MAY HAVE HAVE BY REASON OF ANY MONETARY DAMAGE OR PERSONAL INJURY SUSTAINED AS A RESULT OF ANY MEMBER BENEFITS AVAILABLE THROUGH THE CRU CLUB. THE SOLE RECOURSE AVAILABLE TO A MEMBER SHALL BE NONRENEWAL OF THE MEMBERSHIP.

7. General

7.1. These Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania.

7.2. Failure by the WSOP to enforce any of its rights under this Agreement at any time or for any reason shall not be construed as a waiver of those rights.

7.3. In the event a provision of these Terms and Conditions is deemed to be invalid or unenforceable for any reason, the deletion of such terms from this Agreement shall not affect the validity or enforceability of the remaining terms.

7.4. The WSOP reserves the right to change the Terms and Conditions for Membership in the Cru Club at any time, with or without notice to any Member.

7.5. The foregoing Agreement shall be binding and inure to the benefit of the WSOP, its successors and assigns.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Terms and Conditions for the Cru Club at the Wine School of Philadelphia, that I have read and understand them, and agree to abide by such terms.

Signed: _____

Dated: _____

Cru Club Privacy Policy

Your privacy is important to us. This Privacy Policy provides information about the personal information the Wine School of Philadelphia ("WSOP") collects, and the ways in which it uses that information to administer the Cru Club program. Please see the Membership Terms and Conditions for additional information and a definition of all terms used herein.

1. If you are a Member, WSOP will only use your personal information to process your Membership application, charge your Membership fees, and administer your account. We will also use your personal information to communicate with you, including answering any questions you may have regarding the Cru Club or programs and classes offered at WSOP.
2. WSOP may share your personal information with third parties in the event that (a) it is under a legal requirement to do so; or (b) our contractors require such information to perform support services, such as technological support. Otherwise, we will only disclose personal information to third parties with a Member's consent.
3. WSOP takes all reasonable steps to ensure that any personal Member information it holds is stored in a secure environment and protected from unauthorized access.
4. If you have any questions about this policy or WSOP's treatment of your personal information, please contact legal@vinology.com.