

GIFT CARD TERMS OF USE

1. The Cypress Bayou Casino Hotel Gift Card ("Gift Card") is offered by Cypress Bayou Casino Hotel ("CBCH") which is Chitimacha Tribal Enterprise.
2. This page contains a full set of terms governing the use of the Gift Card which are subject to change.
3. By purchasing, redeeming or attempting to redeem a Gift Card, you accept and agree to be bound by these Terms of Use and are representing that you are over the age of consent and have the capacity to enter into a contract. You also agree to be bound by the applicable laws of the State of Louisiana and the Chitimacha Tribe of Louisiana. These Terms of Use may be updated from time to time without prior notice. Any such changes will be posted at www.cypressbayou.com. Please check back often.
4. **Purchase.** CBCH Gift Cards can be purchased with cash or credit card only. Gift Cards cannot be purchased using comp dollars or club points. Gift Cards can be purchased in variable amounts between \$10.00 and \$500.00.
5. **Redemption.** The Gift Card is a pre-paid payment device, not a credit, charge or debit card. The bearer of the Gift Card may use it to make purchases of merchandise, food or beverages at any CBCH restaurant or gift store. Gift Card must be presented at time of purchase. No photocopy, facsimile or reproductions of a card will be accepted. Each time a Gift Card is used the value of the Gift Card will decrease by the amount of the transaction. After the amount available on your Gift Card has been exhausted, all additional transactions will be declined. If a transaction causes you to exceed your Gift Card limit, you shall remain fully responsible for and agree to immediately pay the remaining balance with cash or acceptable major credit card. You can check the balance of the Gift Card by visiting any CBCH restaurant or gift store.
6. **Lost or Stolen Gift Cards.** CBCH is not responsible for lost or stolen Gift Cards. A lost, stolen or damaged card will not be refunded. Lost or stolen cards may be cancelled and replaced ONLY upon presentation of the original credit card activation receipt and identification or, if reloaded, the most recent reload receipt. A \$10.00 fee will be assessed to replace a lost or stolen card.
7. **Returns.** You may not return or cancel your Gift Card after it is purchased. Merchandise purchased solely or in part with a Gift Card may be exchanged or returned subject to the exchange and returns policy of the participating outlet.
8. **Limitations.** You may not use a Gift Card to purchase other Gift Cards. Gift Cards cannot be resold, transferred for value, or redeemed for cash and cash will not be refunded for partial balances. Gift Cards may not be used for gaming activities, hotel reservations, incidentals or advance purchases. For purposes of this rule, "gaming activities" include, without limitation, the placement of a wager of any kind, the extension of credit or the payment of any gaming-related debt; and "advance purchases" include, without limitation, deposits for room reservations, advance ticket purchases and opening bar tabs. Although gift cards can be transferred for no value, they cannot be given to any person who is otherwise prohibited from entry into CBCH.

9. **Expiration of Card.** Funds do not expire. The amount remaining on the Gift Card will be available until the amount reaches zero.
10. **Fees.** No service fees will be charged for buying or using the Gift Card, and no inactivity or dormancy fees will be charged if you don't use the Gift Card.
11. **Miscellaneous.** CBCH reserves the right to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorized means or used fraudulently or improperly. A gift Card does not guarantee admission to the participating venues, availability of reservations or placement on any guest list.
12. **Disputes.** Any and all disputes or claims that arise will be resolved in accordance with arbitration procedures typically used by the Chitimacha Tribe of Louisiana. A copy of these procedures can be obtained by requesting same at wewanttoknow@cypressbayou.com.
13. **Limitation of Liability.** IN NO EVENT SHALL CYPRESS BAYOU CASINO HOTEL, ITS DIRECTORS OR EMPLOYEES HAVE ANY LIABILITY (A) FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF ANY GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS BY YOU OR ANY THIRD PARTY; (B) FOR ANY DAMAGES RESULTING FROM ANY CIRCUMSTANCES BEYOND ITS OR THEIR CONTROL; (C) IF THE USE OF THE GIFT CARD IS SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN OR IT IS SUSPECTED THAT THE GIFT CARD IS BEING USED ILLEGALLY OR INAPPROPRIATELY; (D) IF A GIFT CARD CANNOT BE USED BECAUSE A CARD TERMINAL OR SYSTEM IS NOT WORKING PROPERLY; OR (E) FOR ANY REPRESENTATION OR WARRANTIES MADE BY ANY THIRD PARTY REGARDING THE USE OR LIMITATIONS OF THE GIFT CARD.