

Welcome to the havanamania.com Web site (the "Site"), provided by Havana Mania, Inc." "we" or us). This Agreement contains the terms and conditions upon which you ("you" or "the user") may access and use the valuable information and services available through the Site. We may modify this Agreement at any time, and such modification will be effective 30 days after either posting of the modified Agreement or notification to you. You agree to review this Agreement periodically to ensure that you are aware of any modifications. Your continued access or use of the Site shall be deemed your conclusive acceptance of the modified Agreement.

The materials ("Materials") contained in the Site are provided by Havana Mania, Inc. and may be used for informational purposes only. By downloading any of the Materials contained in any Havana Mania's sites, you agree to the terms and provisions as outlined in this legal notice. If you do not agree to them, do not use this site or download Materials.

Loyalty Rewards. (terms and conditions)

Havana Mania, Inc. MVP Royalty Card (if you are a regular customer and want to get the rewards card you must sign up at the restaurant)

Rules of the Game

1. Havana Mania, Inc, MVP Points are available on qualifying purchases at Havana Mania. You must be a MVP member at the time of purchase to receive your points. The MVP rewards is not valid with any other offer. This means that if you have a coupon or other promotional offer, no points will be issued for that visit. You have to choose one or the other.
2. You must purchase lunch or dinner to get a Havana Mania MVP rewards acct, however you can only have one active account at a time and you must have an mail address to qualify. If you loose your card, a replacement card will be issue at no charge for the first time, the second time is \$10.
3. You will be awarded 1 base point for every \$1 purchased on food items. Points will not be issued for tax or tip.
4. Points may be earned only by the MVP Card holder who pays the check. Points will not be issued for the purchase of gift cards. One discount or certificate per day per card holder.
5. Your points will be credited to your account within 24 hours. Please allow 48 hours after joining for us to activate your account and update your enrollment information.
6. Every time your account reaches 200 points, the points will automatically be deducted and a \$15 discount certificate will be mail to your address. It's just that simple! Accounts are updated daily after the close of business. Once you pass the 200 point threshold, our system will automatically deduct the 200 points and you will have \$15 discount. This may take 24 hours to process.

7. Now for the fine print: Havana Mania, Inc. reserves the right, at their sole discretion, to terminate the MVP Loyalty program, and to alter, limit, modify or add to the MVP Loyalty rules, regulation, terms and conditions, including but not limited to imposing time limits and changes in point values, rewards and reward levels, all without prior notice, at any time.

8. Havana Mania MVP points have no cash value. Points are surrendered for award redemption only.

9. Havana Mania, Inc. reserved the right to discontinue membership privileges and/or void all or a portion of a member's point balance if the points have been issued, received or redeemed through computer error, fraud or theft, through illegal means or in a manner not authorized in the Official Rules & Conditions or in other legal or equitable remedy which may be available for the Havana Mania MVP Program under applicable law.

10. We occasionally send e-mail to random Havana Mania MVP members with discount offers and information about our MVP reward program. **We will never share or sell our list of MVP Members.**

11. Employees of Havana Mania, Inc. and their immediate families are not eligible to participate in the MVP Program.

12. MVP points unused for over 1 year are automatically canceled. All points and rewards balances will be forfeited. Use it or lose it.

1. License.

THE CONTENTS OF THIS SITE, INCLUDING ITS "LOOK AND FEEL" (E.G., TEXT, GRAPHICS, IMAGES, LOGOS, AND BUTTON ICONS), EDITORIAL CONTENT, NOTICES, SOFTWARE (INCLUDING HTML-BASED COMPUTER PROGRAMS) AND OTHER MATERIAL, ARE PROTECTED UNDER BOTH UNITED STATES AND FOREIGN COPYRIGHT, TRADEMARK, AND OTHER LAWS. These contents belong or are licensed to Havana Mania, Inc. We hereby grant you the right to view and use this Site subject to the terms and conditions of this Agreement. You may download and/or print a copy of the information provided in this Site for your internal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from the respective copyright holder (s). You may contact us at the address indicated at the end of this Agreement. In any event, you agree not to modify, amend, reduce the size of or in any way obliterate any warnings, liability limitations, disclosures or notices (including any copyright or trademark notice) associated with the information.

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3. Unsolicited Idea Submission Policy.

Havana Mania, Inc. or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or menu items, product enhancements, processes, recipes, materials, marketing plans or new product names. Please do not send any original creative artwork, suggestions or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Havana Mania, Inc.'s products or marketing strategies might seem similar to ideas submitted to Havana Mania. So, please do not send your unsolicited ideas to Havana Mania or anyone at Havana Mania. If, despite our request that you not send us your ideas, you still send them, then regardless of what your letter says, the following terms shall apply to your idea submission.

You agree that: (1) your ideas will automatically become the property of Havana Mania, Inc, without compensation to you, and (2) Havana Mania can use the ideas for any purpose and in any way, even give them to others.

Havana Mania does, however, welcome your [feedback](#) regarding many areas of Havana Mania's existing business. If you want to send us your feedback, and we hope you do, simply use our [Contact Us](#) page. Please provide only specific feedback on Havana Mania's existing products or marketing strategies (do not include any ideas that Havana Mania policy will not permit it to accept or consider). It's just one more way that Havana Mania can learn how to best satisfy your needs.

4. Privacy.

We respect your personal privacy and the sensitivity of your corporate information. Please see our Privacy Policy, which is incorporated by reference into this Agreement for the details of our commitment.

5. Your Conduct.

(a) Notwithstanding anything to the contrary in this Agreement, using or attempting to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engines and search agents available from Havana Mania, Inc. on this Site and other

than generally available third-party web browsers (such as Netscape Communicator or Microsoft Explorer) is prohibited.

(b) You may not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Site.

6. Warranty Disclaimer.

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7. Waiver, Release and Limitation of Liability.

YOU AGREE THAT NEITHER HAVANA MANIA, INC, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY ARISING OUT OF OR RELATING TO USE OF THE SITE. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST HAVANA MANIA INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF HAVANA MANIA, INC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) FOR LOSSES OR DAMAGES YOU SUSTAIN ARISING OUT OF OR RELATING TO USE OF THE SITE.

8. Survivability of Limitation of Liability.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY TO THE FULL EXTENT DESCRIBED ABOVE, THESE LIMITATIONS MAY NOT APPLY TO YOU. IF THIS LIMITATION OF LIABILITY OR EXCLUSION OF WARRANTY IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THE MAXIMUM COLLECTIVE LIABILITY OF HAVANA MANIA, INC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED \$500. IN NO EVENT SHALL HAVANA MANIA, INC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES GREATER THAN THE AMOUNT REFERRED TO ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE ARISING OUT OF OR RELATING TO USE OF THE SYSTEM ARE HEREBY EXCLUDED EVEN IF HAVANA MANIA, INC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Disclaimer of Liability for Service Interruption.

NEITHER HAVANA MANIA, INC, NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY PROVIDER OR THIRD-PARTY VENDOR WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THE SYSTEM, OR RESULTING FROM THE ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING THIS SYSTEM OR THE DATA CONTAINED THEREIN AVAILABLE TO YOU, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO OR YOUR INABILITY TO ACCESS THE SYSTEM OR THESE MATERIALS, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF HAVANA MANIA, INC. OR OF ANY VENDOR PROVIDING SOFTWARE OR SERVICES SUPPORT.

10. Third Party Rights.

The provisions of paragraphs 7, 8 and 9 apply for the benefit of Havana Mania, Inc. and its officers, directors, employees, and agents. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

11. Right To Terminate.

Havana Mania, Inc. shall have the right to terminate your ability to use or access the Site at any time without notice to you.

12. Miscellaneous.

(a) You agree that no joint venture, partnership, employment, or agency relationship exists between Havana Mania, Inc and you as a result of this Agreement or your use of the Site.

(b) Any cause of action or claim you may have with respect to Havana Mania, Inc. must be commenced within one (1) year after the claim or cause of action arises.

(c) Havana Mania's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(d) Havana Mania, Inc. may assign its rights and duties under this Agreement to any party at any time without notice to you.

13. Governing Law and Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its provisions relating to conflicts of law. You agree that any legal action or proceeding between Havana Mania, Inc. and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Los Angeles, California, United States of America. In light of the nature of this Agreement, you understand and agree that money damages may be insufficient to rectify breach and that, consequently, Havana Mania, Inc. will be entitled to seek preliminary and equitable relief upon a breach of the Agreement by you.

14. Entire Agreement.

This Agreement comprises the full and final understanding between you and Havana Mania, Inc. and merges and supersedes any and all other agreements, understandings or representations, written or oral, with respect to the subject matter hereof. The Agreement may not be modified except by a writing (in paper or electronic form) signed by you and by an authorized representative of Havana Mania, Inc., and referring specifically to this Agreement. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

15. Severability.

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

16. Notice to You.

Havana Mania, Inc. may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Site, or by written communication delivered by first-class U.S. mail to your address on record with Havana Mania, Inc. as part of your registration information.

17. Contacting Us.

To contact us with any questions or concerns in connection with this Agreement, or to provide any notices under this Agreement, please go to [Contact Us](#).