

Dear Mr. Baker,

This letter is regarding a complaint with assigned ID 8240332.

I feel very sad to hear that there was a customer who left our restaurant dissatisfied. Now, after carefully reading the customer's statement I would like to explain our restaurant's position:

All rules and required actions for each customer who has purchased Groupon (a third party web based company) are listed either under "*Fine Print*" or "*How to use this:*" Those 2 paragraphs are very well displayed and visible for customers to see, before they purchase one, after purchasing and on the final printed version of the Groupon they are bringing to the restaurant in order to redeem.

Under "*How to use this:*" the Groupon states "*call (412) 521-0728 for required Friday or Saturday reservation, mention your Groupon*". According to the customer's own statement, they arrived "*in person*". Now, even though this is not the required way a Groupon reservation needs to be done, due to our desire to accommodate customers, we would have gladly accepted the reservation if the customer had even mentioned (required again) they had a Groupon. According to our hostess, the customer has never mentioned a Groupon, at the time of the inquiry for a reservation, neither I can find in the customer's own statement such a claim. Here I would like to point also that the customer has never told us to make a reservation but rather asked the hostess "*whether we should make a reservation*". I find it very confusing that someone who has a document (Groupon Certificate) that clearly says what needs to be done is asking if he/she should do it the way the document requires. So, our belief is that due to the way the customer was inquiring for a reservation and because they didn't provide us with the required information, it was impossible for us to know that they would be using a Groupon and also lead our hostess to imply that a reservation might not be necessary. We were left with the impression that those customers were some of many, many regular (non-Groupon) customers who call each and every day to ask if we are busy and they should make a reservation or there will be a table available for them if they walk in. Here I would like to explain two things:

- The reason a reservation is required is for a better customer service. We have no control over when and which day a customer can come in to eat and use a Groupon and we have close to 2,000 of them sold. In some cases on weekends that can lead to 2-3 hours wait and that will make everyone unhappy, however if customers are required to make a reservation and mention Groupon, we can prevent such a disaster by asking customers to make a reservation for a different day.

- Since a reservation for the weekend is required, our computer system (POS) was set accordingly. It allows the server access to the Groupon discount once the table is recognized as a reservation. Since this customer's table did not have one and was not recognized as one, neither the server nor the manager was in a position to do anything but explain the situation. However, the customer would have never been in the position they found themselves at the end of their meal if they hadn't failed to follow yet another requirement:

Under "*How to use this:*" the Groupon states "*Present Groupon to server when seated*". This requirement is designed as a fail-safe in case customer was unable to follow the requirements and using Groupon that day was no longer an option, the customer would still have the choice to stay and dine-in without one or leave and come back. According to the customer's own statement "*we gave them our Groupon after we were finished with our meal*" they decided not to follow this requirement, which is why unfortunately they found themselves in that situation without the option to avoid it.

In summary, there are 4 things, directly related to the restaurant that a customer is required to do before using a Groupon:

- 1) Call the restaurant (customer did not)
- 2) Make a reservation (customer did not)
- 3) Mention your Groupon (customer did not)
- 4) Give Groupon to server at time of seating (customer did not)

Based on those facts, I believe that any inconvenience that the customer might have experienced is not in any part due to the restaurant being in fault in any way.

Also, what many customers don't realize is that only a small fraction of the 25\$ for 60\$ Certificate they have paid to Groupon.com is given to the restaurant. So, practically we give away free food, up to 60\$ to all Groupon holders and it seems unfair for anyone to see us as unwilling and unaccommodating towards our customers.

If all of the above has not convinced everyone that the restaurant is at no fault, we are very much willing to try and do our best to satisfy the customer, such as:

- continue communication with BBB
- meet with customer in person for a more detailed explanation of our position (and possibly win them as friends of our restaurant)
- explain our position to a mediator of customer's choosing (different than BBB)
- Customer can also choose to return the 60\$ Groupon to Groupon.com, the place they have purchased it from, for the full price.

We appreciate your attention in that matter.

Sincerely,
Bangkok Balcony Team

P.S. I am attaching a copy of a Groupon showing all the quotes I have used above
P.P.S. The only e-mail we have listed on our website is for feedbacks as the name shows feedback@bangkokbalconypgh.com and is for feedbacks only, not for customer service, customer support, Q&A or anything else.

Groupon

#3802773-0-1

\$60 Groupon to Bangkok Balcony**Recipients:****Redeemable after:**

Jun 5, 2010 at 12AM

Expires On:

Dec 7, 2010

Redeem at:5846 Forbes Ave.
Pittsburgh, Pennsylvania 15217**Fine Print:**

Limit 1 per person. Limit 1 per table. Valid for dine-in only. Must use in 1 visit; no cash back. Not valid toward gift cards. Tax and gratuity not included. Not valid with other offers. Reservation required for Friday and Saturday nights.

Universal Fine Print:

Not valid for cash back (unless required by law). Must use in one visit. Doesn't cover tax or gratuity. Can't be combined with other offers.



2365-2622

How to use this:

1. Print Groupon (or pull it up with our iPhone app)
2. Call (412) 521-0728 for required Friday or Saturday reservation, mention your Groupon
3. Present Groupon to server when seated.
4. Enjoy!

Map:

*Remember: Groupon customers tip on the full amount of the pre-discounted bill (and tip generously). That's why we are the coolest customers out there.

**Send Us Your Pictures!**

Want to win \$100? Email creative pictures (or videos!) of you redeeming your Groupon to pictures@groupon.com. Each month we'll award \$100 in Groupon credit for our favorite photo! Keep in mind, by submitting a photo, you are giving us permission to use it on our Flickr stream, in our promotions, or on our website.

Legal Stuff We Have To Say:

General terms applicable to all Vouchers (unless otherwise set forth below, in Groupon's Terms of Sale, or in the Fine Print): Unless prohibited by applicable law the following restrictions also apply. See below for further details. Discount Voucher Expires On: Dec 7, 2010. However, even if the promotional offer stated on your Groupon has expired, applicable law may require the merchant to allow you to redeem your Voucher beyond its expiration date for goods/services equal to the amount you paid for it. If you have gone to the merchant and the merchant has refused to redeem the cash value of your expired Voucher, and if applicable law entitles you to such redemption, Groupon will refund the purchase price of the Voucher for its Terms of Sale. Partial Redemptions: If you redeem the Voucher for less than its face value, you only will be entitled to a credit or cash equal to the difference between the face value and the amount you redeemed from the merchant. If applicable law requires it, if you redeem this Groupon Voucher for less than the total face value, you will not be entitled to receive any credit or cash for the difference between the face value and the amount you redeemed, (unless otherwise required by applicable law). You will only be entitled to a redemption value equal to the amount you paid for the Groupon less the amount actually redeemed. Redemption Value: If not redeemed by the discount voucher expiration date, this Groupon will continue to have a redemption value equal to the amount you paid (\$25) at the named merchant for the period specified by applicable law. The redemption value will be reduced by the amount of purchases made. This Groupon expiration date above, the merchant will, in its discretion: (1) allow you to redeem this Voucher for the product or service specified on the Voucher or (2) allow you to redeem the Voucher to purchase other goods or services from the merchant for up to the amount you paid (\$25) for the Voucher. This Voucher can only be used for making purchases of goods/services at the named merchant. Merchant is solely responsible for Voucher redemption. Vouchers cannot be redeemed for cash or applied as payment to any account unless required by applicable law. Neither Groupon, Inc. nor the named merchant shall be responsible for Groupon Vouchers that are lost or damaged. Use of Vouchers are subject to Groupon's Terms of Sale found at <http://www.groupon.com/terms>