

# COTTONWOOD MALL

## KIDX CLUB TERMS AND CONDITIONS

This AGREEMENT setting forth the terms and conditions of membership in the KidX Club (the "Club") at the Cottonwood Mall (the "Center") is made between the parent or legal guardian ("You") or each child You enroll in the Club ("Club Member") and Cottonwood Mall ("Owner").

1. **BENEFITS.** Each member will receive the following upon registration:
  - Club Membership Card
  - Welcome Letter
  - Drawstring backpack
  - Calendar of KidX Events
  - Email notifications of special Club events and activities
  - Discounts or coupon offers from WPG, its participating shopping centers and marketing partners
2. **MEMBERSHIP.** There is NO MEMBERSHIP FEE to join the Club program. To be eligible to join the Club, a member must be aged **12** or younger. Membership automatically expires on a child's thirteenth birthday. To enroll Your child in the Club, You must:
  - a) fully complete a Club application form available from the Customer Service Desk in the Center or from the Center's website at www.CottonwoodMall.com.
  - b) sign the Club application form or check the box to confirm agreement to these Terms and Conditions; and
  - c) submit the completed Club application form electronically on the Center's website or in hard copy at the Customer Service Desk in the Center.
3. **USE OF INFORMATION AND CHANGE OF ADDRESS.** By filling out the application You consent to the use of your name, address, telephone number, email and other information provided when the child is enrolled in the Club program ("Your Information"). WPG will use Your Information for operating and administering the Club. Your Information also will be used to communicate with You about Club activities, events, and programs and about discounts or offers made available specifically to Club Members; and for such purpose, WPG may share Your Information with WPG retailers and/or marketing partners. WPG will only use Your child's name and date of birth (collectively, "Child's Information") for purposes of sending out a birthday card. Please contact the Center marketing office to change your address, telephone number or email address.
4. **IMAGES AND PHOTOS.** Photos and videos may be taken at any time and used in promotion for future events. By applying for the Club program, You hereby authorize Owner to use photographs or videos of Your child(ren) for future Club program events, on the website, social media and publications of the Owner or its affiliates. To be removed from our mailing list(s), please contact the Center marketing office at
5. **PROPERTY OF WPG.** All Club and WPG designs, texts, images, photographs, artwork and graphic designs or other copyrightable elements, as well as the selection and arrangements thereof, and Club and WPG trademarks, service marks, and trade names are the property of WPG and/or its or their subsidiaries, affiliates, assigns, licensors, or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws.
6. **LIMITATION OF LIABILITY.** WPG DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD OR INFORMATION DELIVERED OR PROVIDED TO YOU, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW: WPG SHALL NOT, IN ANY EVENT OR UNDER ANY CIRCUMSTANCE, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. FURTHER, AND WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED OR SOLD TO YOU BY A THIRD-PARTY RETAILER OR MARKETING PARTNER, WPG SHALL NOT HAVE ANY LIABILITY TO YOU AS A SELLER OF ANY PRODUCTS OR VENDOR SERVICES, INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS. In no event shall WPG Center or any of its affiliates be liable for incidental damages or have any liability to You or Your child and/or any third party claiming through You or Your child(ren) relating to or arising out of the operation, administration or termination of the Club program or these Terms and Conditions. You and Your child(ren) agree to participate in special event activities at Your own risk and hereby release to the full extent permitted by law Owner, its affiliates and their agents, servants, contractors, employees and lessees from all claims and demands of every kind or nature for injuries to persons or property resulting from any accident, damage or injury occurring therein. Owner and its affiliate shall have no responsibility or liability for any loss of or damage to any personal property or You or Your child(ren).
7. **PRIVACY POLICY.** The information we capture through the Club program will be subject to the Center website Privacy Policy as amended from time to time. You may obtain a current version of the Privacy Policy by calling Customer Service at the Center or you may view it at any time online at www.CottonwoodMall.com.
8. **MISCELLANEOUS.** This Agreement is the entire agreement between you and Owner and supersedes all prior understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated orally. If any provision of this Agreement is found to be illegal or unenforceable, that decision will not affect the validity of the remaining portions, which shall continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles.
9. **FUTURE CHANGES OR TERMINATION.** WPG reserves the right to cancel, change or terminate the Club program or events at any time without notice.