MALLSTARS KIDS CLUB TERMS

Please read this entire document carefully. It affects your legal rights. By participating in the MallStars Kids Club and submitting an application for your child(ren) to join the MallStars Kids Club, you are agreeing to these MallStars Kids Club Terms (“Terms”) in their entirety.

These Terms are a legally binding agreement between Starwood Retail Property Management, Starwood Retail Partners and its subsidiaries, affiliates and related entities (“Starwood”, “we”, “us”, and “our”) and you as the parent or legal guardian (“you”) of each child (“Minor Guest”) you enroll in the MallStars Kids Club (“Club”).

In consideration of Minor Guest being permitted to participate in the Club, you agree to the following terms and conditions on Minor Guest’s behalf, as applicable:

By becoming a member of the Club, you and/or Minor Guess will receive email notifications from time to time of special Club activities, events, and programs together with notifications from time to time of certain discounts or offers from Starwood and/or its retailers and partners.

You consent to having Minor Guest be a member of the Club, and allow the operators and management of the Club (“Administrator”) to collect and use Minor Guest’s name, birthdate and school name for purposes of operating and administering the Club.

You consent to Administrator collecting your name, email address, address, telephone number, and any additional information provided in connection with the Club Application, and you consent to the use of this collected information by Starwood, Administrator and its affiliates in the course of its/their business(es), including promoting events and activities, store offers or discounts.

You acknowledge that membership in the Club can be revoked at any time by Administrator for any reason or no reason at all.

You acknowledge that membership in the Club is indefinite until: (a) Minor Guest is opted out of the Club, which can occur at any time by the legal guardian of Minor Guest, (b) until Minor Guest reaches the age of 10 years old, or (c) Minor Guest has been removed from the Club by Administrator.

You acknowledge, represent and warrant that Minor Guest has no physical limitations, conditions or disabilities of any kind whatsoever that would inhibit him or her from participating in the Club.

You acknowledge and agree that you have reviewed or had an opportunity to review, or have otherwise been apprised of, the rules, procedures and instructions of the Club, and you agree that Minor Guest will follow all rules, procedures and instructions discussed with or provided to him or her by Administrator and/or its owners, employees, or volunteers, including all such rules, procedures and instructions about Minor Guest’s safety and the safety of others.

You agree that Minor Guest is eligible to participate in any giveaway related to the Club and receive the prize awarded or provided to them.

You, on behalf of yourself and your assigns, heirs, devisees, estate and Minor Guest (collectively, “Successors”) hereby forever release, waive, hold harmless, and discharge (a) Starwood Retail Partners LLC, and each of its employees, agents, contractors, affiliates, directors, officers and subsidiaries; (b) any other guest, visitor or member of the Club; (collectively, the “Releasees”) from any and all claims, demands, suits, causes of action and liabilities (together “Claims”) arising from or relating to Minor Guest’s membership in the Club, or in connection with any activities sponsored by the Club, including without limitation any giveaway or prize awarded or provide to Minor Guest, whether or not such activities take place outside of any premises owned or operated by Starwood Retail Partners, LLC, whether such Claims are known or unknown to me at the time of Minor Guest’s membership in the Club, and including, without limitation, any such Claims resulting from any passive or active negligence of any of the Releasees or from some other cause.
You intend this release to apply to Claims for damages of any and all kinds, including without limitation personal, bodily or mental injury, death, economic loss, or property damage to you or your spouse, child, Minor Guest, or relative.

You hereby waive liability of Releasees from any and all Claims (whether arising under a theory of contract, warranty, tort, strict liability, product liability, copyright, right of privacy, right of publicity, moral rights, performer rights, or any other theory) relating to any claim I may now or hereafter have with respect to any death, personal injury, property damage, pecuniary loss or other loss, damage, cost or expense that may be suffered by me or any third party as a result of a giveaway that may be offered by the Club.

You hereby agree to fully indemnify and hold harmless the Releasees from any and all Claims, and any and all costs, losses, expenses, and damages, including all reasonable attorney’s fees and costs, incurred, brought, or threatened against the Releasees in connection with Minor Guest’s membership in the Club.

You hereby agree not to sue or institute any Claim against the Releasees in connection with your use of the facilities or any matters released or rights waived in these Terms.

You agree that these Terms are intended to be as broad and inclusive as permitted by the laws of the state of which the mall is located. You agree that if any clause or provision of these Terms shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of these Terms, which shall continue to be enforceable and the parties specifically direct any such court to amend or revise this agreement so that the intention of the parties to eliminate or reduce the liability of the Releasees is realized to the extent legally permissible.

You agree that this document shall be construed and enforced in accordance with the laws of the state of which the mall is located. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of the relevant state.

YOU HAVE READ THESE TERMS COMPLETELY, FULLY UNDERSTAND THEIR TERMS, AND UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. You understand that the Releasees are relying on the foregoing waiver, and you agree to be legally bound by these Terms. These Terms shall be binding upon your Successors. In entering this agreement, you are not relying upon any oral or written representations regarding the substance of this made by the Club other than what is set forth in these Terms.

*Your membership is subject to the Club’s Privacy Policy, which may be amended from time to time.