



Child's Information:

Child's Name: _____ Age: _____ DOB: _____ Gender: M F Shirt Size: _____

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Parent's Information:

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email: _____

____ Please send me information on the Village Kids Village Kids, as well as special values and savings from The Village at Allen, its retailers and partners. **If you do not check this area, you will not receive monthly Village Kids e-newsletters.**

Village Kids Terms and Conditions

This AGREEMENT (this "Agreement") setting forth the terms and conditions of membership in Village Kids is made between The Village at Allen, LP (collectively, "The Village at Allen") and you as the parent or legal guardian ("you") of each child you enroll in Village Kids.

WITNESSETH:

1. Annual Enrollment Fee

Village Kids enrollment fee is nonrefundable and is payable annually for each child you enroll in Village Kids. You will receive a numbered membership card, which must be presented in order to participate in certain Village Kids promotions or events.

2. Benefits

You shall receive, upon initial enrollment, a Village Kids t-shirt or other comparable premium for each child you enroll in Village Kids. Your child will receive a birthday email during the month of his/her birthday, which will contain a coupon or voucher redeemable for a gift at the Mall Management Office. You will also receive notification of special Village Kids activities, events, and programs together with notification of discounts or offers from The Village at Allen/or its retailers and marketing partners, made available specifically to Village Kids members.

3. Possible Future Changes Or Termination

The Village at Allen reserves the right to change the terms and conditions of this Agreement at any time without notice. The Village at Allen also reserves the right to terminate, in whole or in part, Village Kids and to cancel this Agreement at any time upon written notice and in such event shall have no further obligation hereunder.

4. Use Of Information: Change Of Address

The Village at Allen will use your name, address, telephone number, e-mail address, and other information you provide, including your child's gender and age (but not his/her name or actual date of birth), when you enroll your child in Village Kids (collectively, "Your Information") for operating and administering Village Kids. Your Information also will be used to communicate with you about Village Kids activities, events, and programs and about discounts or offers made available specifically to Village Kids members, which may be of interest to you. Please advise The Village at Allen of any change of address, telephone number, or e-mail address. The Village at Allen will only use your child's name and actual date of birth (collectively, "Child's Information") for purposes of sending out the birthday email referred to in Section 2.

5. Limitation Of Liability

THE VILLAGE AT ALLEN 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: THE VILLAGE AT ALLEN SHALL NOT, IN ANY EVENT OR UNDER ANY CIRCUMSTANCE, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN NO EVENT SHALL THE MAXIMUM LIABILITY OF THE VILLAGE AT ALLEN TO YOU AND/OR ANY THIRD PARTY CLAIMING THROUGH YOU, RELATING TO OR ARISING OUT OF THE OPERATION, ADMINISTRATION, OR TERMINATION OF VILLAGE KIDS OR THIS AGREEMENT EXCEED THE FURTHER, AND WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED OR SOLD TO YOU BY A THIRD-PARTY RETAILER OR MARKETING PARTNER, THE VILLAGE AT ALLEN 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.

6. Intellectual Property

All Village Kids and The Village at Allen designs, text, images, photographs, illustrations, artwork, graphic material, or other copyrightable elements, the selection and arrangements thereof, and Village Kids and The Village at Allen & The Village at trademarks, service marks, and trade names are the property of The Village at Allen, LP 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.

7. Miscellaneous

This Agreement contains the entire understanding 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, the Agreement will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. This Agreement and the respective rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Nothing shall deprive you of the benefits Texas's consumer protection laws.

Last Updated: March 6, 2017