THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY WITH RESPECT TO THE PURCHASE OF PRODUCTS AT KILDARE VILLAGE BOUTIQUES USING THE VIP CARD:

- 1. The VIP Card is for use at Kildare Village only.
- 2. The VIP Card must be presented at the time of purchase in order to receive the discount.
- 3. The VIP Card is only valid on the date of issue.
- 4. The VIP Card is not valid in conjunction with any other promotions or offers.
- 5. The VIP Card is valid for use by the person to whom it is issued and is not transferable.
- 6. The VIP Card has no cash value and cannot be used for previously made purchases.
- 7. The discount offered is in relation to the price of goods at an outlet boutique at Kildare Village, before the application of any taxes, duties, levies or similar fees.
- 8. The customer acknowledges and agrees that:-
- 8.1 Kildare Retail Services Ltd. ("KRS"), its related companies and the owner of Kildare Village are not responsible for the prices at which an outlet boutique at Kildare Village advertises or sells goods from time to time;
- 8.2 The VIP Card creates no contractual relationship between KRS and the customer in relation to the discount offered in the VIP Card or otherwise;
- 8.3 KRS makes no warranties regarding the goods (including without limitation the quality thereof) that the customer may obtain with the VIP Card from the outlet boutiques at Kildare Village;
- 8.4 The customer shall have no right, and waives his/her ability to make any claim against KRS in the event that an outlet boutique at Kildare Village fails to honour the VIP Card in whole or part, and the customer's only remedy in such a situation is to make a claim for redress to the relevant outlet boutique; and
- 8.5 Nothing in these terms and conditions shall exclude or limit KRS's liability for death or personal injury resulting from its negligence or that of its employees or officers.
- 9. All purchases using the VIP Card at outlet boutiques in Kildare Village shall be subject to additional terms and conditions applied by the individual outlet boutiques.
- 10. KRS shall not be responsible or liable for any loss, damage, expense or inconvenience suffered by the customer in respect of any goods purchased from an outlet boutique at Kildare Village or the refusal of an outlet boutique to honour the discount stated in the VIP Card.
- 11. KRS reserves the right to withdraw the VIP Card for any reason whatsoever. The VIP Card will be invalid if reproduced, damaged or tampered with in any way.

© Kildare Village 2016 04/16