Welcome to the Kids Birthday Club at Irvine Spectrum Center

Terms of Use Effective Date: April 4, 2026

1. Kids Birthday Club (“Program”) is offered for Irvine Spectrum Center by The Irvine Company LLC ("Irvine"). The Program is open to parents, guardians and other family members (such as grandparents, aunts or uncles) of children age 14 and under. You must be at least 18 years old and a legal resident of the United States to enroll a child in the Program. You may enroll through the Retail Therapy app available in the Apple App Store and Google Play Store. The form requests the name(s), birth month(s), and year(s) of your children up to age 14 and your name and contact information. Limit one (1) Program membership per child. You agree to provide true and accurate information when you enroll and on an ongoing basis. Irvine reserves the right to disapprove or terminate your enrollment at any time.

2. After enrollment, Irvine will send you an email during the birthday month of each of the children up to age 14 listed in your enrollment, notifying you that a VIP Birthday Lanyard (“Lanyard”) for the child is available for pick-up at an Irvine Spectrum Center Guest Services, located at 670 Spectrum Center Drive, Irvine, CA 92618. The Lanyard must be picked up during the child’s birthday month and must be redeemed the same day of pick-up. If the Lanyard is not picked up during the child’s birthday month, the Lanyard will be forfeited.

3. The Lanyard will provide one (1) all-day access to Irvine Spectrum Center attractions (Giant Wheel and Carousel) and a free gift. Irvine may change or cancel the Program at any time, without notice, in its sole discretion. No cash value; not redeemable for cash. No substitutions. Non-transferable. May not be combined with other offers. Restrictions and rider requirements may apply. Attractions may periodically close without notice. For attraction status, call the Irvine Spectrum Center Guest Services at 949-753-5180.

4. By enrolling in the Program, you affirmatively consent to receive email communications from Irvine of activities and events in connection with the Program. In addition, by enrolling in the Program, you affirmatively consent to receive promotional emails and offers from Irvine about activities, events and discounts from Irvine or its retailers and marketing partners. You may opt out of receiving promotional emails by following the "unsubscribe" instructions in each promotional email. Personal information collected in connection with the Program will be used in accordance with the Irvine Company Privacy Policy at https://www.irvinecompany.com/privacy-policy/.

5. The Program is provided for your personal and non-commercial use only. If you are a parent or guardian of the children you list, you expressly give your permission for Irvine to retain the information you provide about all of the children you list and to use that information for the purposes described in these Terms. If you are not a parent or guardian of any of the children you list, you represent and warrant that you have obtained permission from the parent or guardian of each child to provide information about the child to Irvine for these purposes.

6. Disclaimer. THE PROGRAM INCLUDING ANY, CONTENT, SERVICES, PRODUCTS AND OTHER ACTIVITIES RELATING THERETO ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IRVINE AND ITS PARTICIPATING VENDORS, MERCHANTS AND RELATED PARTIES (TOGETHER, "IRVINE PARTIES") DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH PROGRAM, CONTENT, SERVICES, PRODUCTS AND ACTIVITIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF THE PROGRAM BY YOU, YOUR FAMILY OR YOUR GUESTS IS ENTIRELY AT YOUR OWN RISK.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WHERE EXCLUDED BY LAW, IRVINE PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM INCLUDING ANY CONTENT, SERVICES, PRODUCTS AND OTHER ACTIVITIES RELATING THERETO. IN NO EVENT SHALL ANY OF THEM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF THE INDEMNIFIED PARTIES (DEFINED BELOW) ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM SHALL NOT EXCEED FIFTY DOLLARS (U.S.).

8. Arbitration. You agree that any dispute between you and Irvine arising out of or relating to the Program, whether sounding in contract, tort or otherwise, will be exclusively decided only by binding arbitration before a single arbitrator, individually and not on a class-wide basis, and shall be used instead of any court action (including jury trial) except that either party may request provisional relief from a court or competent jurisdiction to the extent provided by applicable federal or state law. You knowingly waive any right to participate in any form of “class,” “joint” or “representative” litigation (including in any “private attorney general capacity”) against Irvine Parties. The laws of the State of California, without regard to choice of law principles, apply to any dispute between us, except as to matters relating to arbitration, which shall governed by the Federal Arbitration Act. This agreement is governed by the Federal Arbitration Act, 9 U.S.S. §§ 1-16. The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement, including, but not limited to, any defense to contract enforcement such as, for example, waiver or a claim that all or part of this agreement is unconscionable, void or voidable. Any arbitration will be administered by the American Arbitration Association and will take place in Orange County, California.
9. Questions? Please direct any questions about the Program or changes to your enrollment in the Program to Irvine Spectrum Center Guest Services at (949) 790-4871.