

Wildgoose Events inc | Virtual Events Terms and Conditions

Updated March 22nd 2021

1.	Booking
1.1	All bookings are made between Wildgoose Events inc (the Company) and the Client (which term includes all other members of the client's party) regardless of whether a booking relates to a Wildgoose branded event or other event owned and controlled by Wildgoose Events inc.
1.2	A contract between the Company and the Client is deemed to be in existence upon the issue of an invoice by the Company following receipt of written confirmation of the booking by the client or a signed booking form.
1.3	The contract will be subject to these booking conditions which may not be varied without mutual agreement and which shall apply to the exclusion of all other terms and conditions unless explicitly agreed to within this or any other Booking Form between the Client and the Company. Should there be an inconsistency between these terms and conditions and the event contract form the provisions of the event contract form shall prevail.
2.	Payment
2.1	When booking an event via the Wildgoose website, the Client is required to make full payment by credit card at the time of booking. Additional participants can be added and paid for up to 48 hours prior to the Event Date.
2.2	Additional participants that join the event on the day will be chargeable and invoiced for post-event. There shall be no refunds given for a reduction in numbers below the level agreed within the booking contract. The Company reserves the right to auto-charge the same credit card (that was used for the original booking) for additional participants that have joined on the day. This auto-charge will be made within 24 hours of the event.
2.3	If payment in full has not been made at the required time, the Company reserves the right to treat the booking as cancelled, in which case the Client may become liable to pay such cancellation charges as are set out in Clause 6.2. The Company reserves the right to levy interest at 2% above the Bank of England base rate per month on any outstanding amount not received by the due date.
3.	Prices
3.1	All of the prices and charges quoted are given in good faith and are believed to be correct and based upon tariffs and rates of exchange applicable at the date of the invoice.
4.	Alteration by the Client
4.1	<u>More than 7 days prior to the Event Date</u> After a booking has been made, if the Client wishes to make alterations to the Event Date or Start/ Finish Time more than 7 days prior to the Event Date, there will be no charges incurred by the Client in doing so.

4.2	<p><u>Less than 7 days prior to the Event Date</u></p> <p>Should the Client wish to make alterations to the Event Date or Start/ Finish Time (by more than 15 minutes) less than 7 days prior to the Event Date then the Client will be liable to pay for the Facilitator Fees only if applicable for the rearranged Event, hereby known as the 'Postponement Fees'. The Client will not be liable if the change to the Start Time is less than 15 minutes from the original agreed Start Time and does not impact the Finish Time by more than 15 minutes.</p>
4.3	<p>Any changes requested must be made in writing and the Postponement Fees must be paid to the Company no later than 24 hours prior to the Event Date; otherwise it will be treated as a cancellation with liability to incur cancellation charges as set out in Clause 6.2.</p>
4.4	<p>Should the Company be unable to accommodate the new Event Date or Start/ Finish Time then both parties shall seek to find an alternative Event Date and Start/ Finish Time that suits both parties.</p>
5.	Alteration by the Company
5.1	<p>After a booking has been made, if the Company wishes to make alterations to the Event Date, Event Theme or Start Time, the Client has the option to request a full refund from the Company.</p>
6.	Cancellation by the Client
6.1	<p>If the Client cancels an event or the event is treated by the Company as cancelled by reason of non-payment, cancellation charges as set out in clause 6.2 shall become payable by the Client to the Company within 7 days. Cancellation must be notified to the Company in writing by the Client.</p>
6.2	<p>Cancellation charges will be made as follows:</p> <ul style="list-style-type: none"> - Within four weeks of the event – no refund. The full amount is payable. - From the time of booking to four weeks before the original Event Date - A cancellation charge of 50% of the total amount is payable, unless a higher rate is agreed between both parties at the time of booking. - Cancellation charges are <u>not</u> payable for any events that have previously been postponed unless the Client cancels the event <u>more than</u> 4 weeks prior to the original Event Date.
7.	Cancellation by the Company
7.1	<p>In the unlikely event that the Company needs to cancel the Event, it will endeavour to offer the Client a suitable alternative Event Date, Start Time and Event Theme. If the alternative is not acceptable to the Client, the Company will refund all monies paid in full within 7 days.</p>
8.	Exclusion of liability
8.1	<p>Neither party accepts liability for circumstances beyond its control e.g. war or terrorist activity, weather conditions, fire, delays, temporary technical, mechanical or electrical breakdowns or transportation problems (if applicable).</p>
8.2	<p>The Company shall be under no liability for death or personal injury or illness suffered by the Client or any member of his party unless shown to have been caused by the negligence on the part of the Company, its employees or labour-only subcontractors.</p>
8.3	<p>The Company shall not be liable in any circumstances for any indirect or consequential loss resulting hereunder.</p>

9	Marketing
9.1	The Company has taken every care to ensure that the descriptions of the events are accurate, however, errors do sometimes occur and occasionally events may be modified or withdrawn. The Company accepts no responsibility for any errors or modifications beyond its control.
9.2	The Company will not use photos and videos from the event in marketing material unless specifically given permission by the Client.
10.	Confidential Information/Intellectual Property Protection
10.1	The Client agrees and accepts that all information provided by the Company related to these terms and conditions and to the event including without limitation all products, proposals, processes, plans, ideas, know how, design rights, trade secrets, market opportunities, and business affairs ("Information") are the property of the Company and no rights of any nature in such Information vest in the Client.
10.2	The Client shall keep all Information strictly confidential and shall not disclose Information to any person other than as strictly required for the proper performance of the event and will not use the Information itself other than as permitted in connection with the event.
11	Complaints and disputes
11.1	In the event of dissatisfaction or complaints, the Client should first notify the Company in writing within one week of the event.
11.2	Disputes which cannot be settled amicably will be determined by the courts of New York City to whom the parties by this agreement give exclusive jurisdiction.
11.3	Wildgoose Events inc will from time to time subcontract work outside of the USA to Wildgoose Events Limited (registered in England) and in those instances, disputes which cannot be settled amicably will be determined by the courts of England and Wales.
12	General
12.1	These terms and conditions shall be governed by New York Law, except in the instance of clause 11.3 whereby these terms and conditions shall be governed by English & Welsh law.
12.2	In the event that any provision of these terms and conditions shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of these terms and conditions so far as possible.

12.3	These terms and conditions constitute the entire agreement and understanding between the parties in relation to the subject-matter hereof and supersedes and replaces all prior discussions, representations, undertakings and agreements in connection therewith (which are hereby excluded) and neither party has relied upon such prior discussions, representations, undertakings or agreements save for those made fraudulently. These terms and conditions may not be modified or extended except in writing signed by or on behalf of the parties.
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13 Data Protection

Definitions

Party	a Party to this Agreement
Agreement	this contract
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Company is bound to comply;
GDPR CLAUSE DEFINITIONS:	
Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the GDPR;
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Company under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
DPA 2018	Data Protection Act 2018
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Sub-processor	any third Party appointed to process Personal Data on behalf of the Company related to this Agreement

- 13.1 Server locations
 Firstly, all our systems are hosted on a service called Heroku which runs off Amazon Web Services and provides a world class level of security and privacy. Our servers are located in Ireland. Further technical details on this can be found here: <https://devcenter.heroku.com/articles/security-privacy-compliance>.

- 13.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the **Client is the Controller and the Company is the Processor**. The only processing that the Company is authorised to do is listed in Schedule [A] by the Client and may not be determined by the Company.
- 13.3 The Company shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.
- 13.4 The Company shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.5 The Company shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule [A] unless the Company is required to do otherwise by Law. If it is so required, the Company shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the: (i) nature of the data to be protected; (ii) harm that might result from a Data Loss Event; (iii) state of technological development; and (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Company Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Company Personnel who have access to the Personal Data and ensure that they: (A) are aware of and comply with the Company's duties under this clause; (B) are subject to appropriate confidentiality undertakings with the Company or any Sub-processor; (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Agreement; and (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
 - (iv) the Company complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless the Company is required by Law to retain the Personal Data.
- 13.6 Subject to clause 13.6, the Company shall notify the Client immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.
- 13.7 The Company's obligation to notify under clause 13.5 shall include the provision of further information to the Client in phases, as details become available.
- 13.8 Taking into account the nature of the processing, the Company shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or

- request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:
- (a) the Client with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Client following any Data Loss Event;
 - (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 13.9 The Company shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Company employs fewer than 250 staff, unless:
- (a) the Client determines that the processing is not occasional;
 - (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.10 The Company shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.
- 13.11 The Company shall designate a data protection officer if required by the Data Protection Legislation.
- 13.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Company must:
- (a) notify the Client in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Client;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause X such that they apply to the Sub-processor; and
 - (d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.
- 13.13 The Company shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.14 The Client may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Company amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule A: Processing, Personal Data and Data Subjects

- 1. The Company shall comply with any further written instructions with respect to processing by the Client.
- 2. Any such further instructions shall be incorporated into this Schedule.

	Details to be specified by your Organisation
Subject matter	<p>A. No data is collected by the Company at the point of downloading the app or loading the game. The Company only starts collecting data at the point when individuals join a game. At that point the following data is collected: device used, device operating system, distance travelled during the game, starting battery life of the device, which tasks you unlocked during the game, % of tasks that you completed correctly and location throughout the game. The Company processes this data to help us develop, test and improve the systems, services and challenges we provide to you. Further information about The Company's data protection policy can be found here: https://wearewildgoose.com/uk/team-activities/privacy-policy/</p> <p>B. The Company will process answers to each question from the event, photos and videos captured during the event, and responses to any feedback tasks that have been inserted into the game. As standard, these feedback tasks will capture information on the event, asking teams to rate the event and offer up positive and negative comments. The Client can choose not to answer the questions.</p>

The purpose and nature of the processing	<p>A. We process this data to help us develop, test and improve the systems, services and challenges we provide to you.</p> <p>B. We process this data in order to share the photos, videos and statistics with the Client at the end of the event</p>
Duration of the processing	12 months
Categories of data subject	Clients, employees of the client
Categories of data	<p>A. Device used, device operating system, distance travelled during the game (outdoor events only), starting battery life of the device, which tasks your unlocked during the game, % of tasks that you completed correctly 1st/ 2nd/ 3rd time, your location throughout the game,</p> <p>B. Photos, videos, feedback,</p>
Return or deletion of the data	Whenever we collect or process your personal data, our suggested retention period is 12 months from your event start date. During this period, your data will be anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning. At the end of this 12 month period, your data will be deleted.