



Wildgoose Events inc

Virtual, In-Person and Hybrid Events Terms and Conditions

Updated June 8th 2022

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 booking of an event by the Client through any Wildgoose website with payment by the Client by credit card or any other payment method. Should credit card payment fail, then a contract is not deemed to be in existence until a successful credit card payment has been made, or an alternative payment method has been agreed in writing.
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 a valid event contract form (supplied by the Company or the Client), 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 unless credit terms have been agreed, in which case an invoice will be raised. Additional participants can be added and paid for up to 48 hours prior to the Event Date subject to availability.
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 when the booking is placed online. 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, or to raise an additional invoice where credit terms have been agreed. Credit cards will be auto-charged 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 booking.
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, Event Location, Event Theme 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 a charge equivalent to 25% of the total value of the booking or \$175, whichever is greater, 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>
4.3a	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.
4.3b	Postponement Fees will be charged by the Company to the same credit card (that was used for the original booking) automatically within 24 hours, or by invoice if credit terms have been agreed. Failure to do so could result in the event being treated as cancelled.
4.4	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.
5.	Alteration by the Company
5.1	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.
6.	Cancellation by the Client
6.1	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.
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 payable for any events that have previously been postponed unless the Client cancels the event <u>more than 4</u> weeks prior to the original Event Date.
7.	Cancellation by the Company
7.1	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.
8.	Exclusion of liability
8.1	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).
8.2	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 negligence on the part of the Company, its employees or labour-only subcontractors.
8.3	The Company shall not be liable in any circumstances for any indirect or consequential loss resulting hereunder.

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.
13	Data Protection

13.1	<p>Wildgoose is committed to protecting your privacy and ensuring that your personal information is handled in a safe and responsible way in line with the 2018 Data Protection Act and the GDPR.</p> <p>Details of how we handle your data are published in the schedule below and in our Privacy Notice on our website www.wearewildgoose.com</p>
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Schedule A: Processing, Personal Data and Data Subjects

1. 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/usa/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>
2. The purpose and nature of the processing	<p>A) We process aggregated, non-identifiable 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>
3. Duration of the processing	12 months
4. Categories of data subject	Clients, employees of the client
5. Categories of data	<p>A) Device used, device operating system, distance travelled during the game, 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>
6. Return or deletion of the data	Whenever we collect or process your personal data, our 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.