

# **Terms and Conditions**

## **Detecticity Ltd.**

### **2017.**

These Terms and Conditions and any contracts and agreements concluded incorporating them are governed by UK law and as such all disputes arising in relation to or as a result of these shall be submitted to the exclusive jurisdiction of the UK courts. Statutory rights of visitors of the website as well as customers of Detecticity Ltd. are not affected.

#### **1. WEBSITE USE**

1.1. The website [www.detecticity.com](http://www.detecticity.com) is owned and operated by Detecticity Ltd. All rights reserved to amend these Terms and Conditions in full or in parts including contents of the website referred to herein above any time without prior notice.

1.2 Visitors to this website are kindly required to read carefully these Terms and Conditions as these apply to the use of the website.

1.3. Detecticity Ltd. is committed to keep all information on its website and in all customer focussed communication accurate and up-to-date.

1.4. The intended use of the website is non-commercial, and as such, visitors are not allowed neither to alter, change, modify, copy, distribute, transmit, display, perform, reproduce, publish any of its content, nor to license, create derivative works from, transfer or sell any information obtained from this website, without the written consent of the company.

1.5. Visitors to the website may not link to or use all or any part of the website for any purpose which is deemed to be fraudulent, unlawful, defamatory, harmful, obscene or by any laws and social norms objectionable.

1.6. Visitors of this website are warned that the Internet is not fully secure. Whilst Detecticity Ltd. will take all appropriate steps and precautionary measures to protect the security of any payment card information, shall not be hold liable for any damage that Visitors may suffer as a result of the loss of confidentiality of any such information.

1.7. Detecticity Ltd. shall not be liable to any person for any direct or indirect, consequential or incidental damages including (but not limited to) lost profits or revenues, loss of opportunity, costs of replacement goods or services, loss or damage to data or business interruption, arising out of any use of the website.

1.8 The trade marks, images and logos displayed on the website are the property of Detecticity Ltd. Visitors of the website are not permitted to use any of these images, trade marks and logos without prior written permission of Detecticity Ltd. Any such use may constitute an infringement of the relevant proprietor's rights.

1.9 The website may contain hyperlinks to third party websites. The operation of those websites is out of Detecticity Ltd.'s control and as such it accepts no liability for any damage arising out of any use of those websites.

#### **2. DATA PROTECTION AND DATA SECURITY**

2.1. Detecticity Ltd. may collect, store and use customer data solely for its own analytical and business development purposes, it will, therefore, not disclose any of these data to any 3rd parties in full or in part. Detecticity Ltd. is dedicated to ensure that the privacy of personal information is protected in accordance with the Data Protection Act 1998.

2.2. Customers of Detecticity Ltd.'s games may not disclose any details of the games directly or indirectly to the public.

#### **3. THE PRODUCT**

3.1. Our product is a live outdoor team game, which is set and played by our customers in public areas of European cities described on our website.

3.2. The game can only be played in full once against one payment, with the use and exploitation of the disposable software bundle downloaded against payment from our website onto customers own smart devices and run in the html browser.

3.3. The Games are themed and placed on open public areas of the aforementioned European cities, where neither people nor any objects, personal belongings or interests are in any danger or risk as a result of the script, game flow, customer activities or any other aspects.

3.4. The games, its stories and characters are all fictitious. Any resemblance to real events and or persons whatsoever are purely coincidental and therefore unintentional.

3.5. Our games, storyboards, structures and electronic files and programs form intellectual property of Detecticity Ltd. Copying, replication, publishing in any details may only be carried out with prior written consent of Detecticity Ltd.

3.6. Our prices, as well as other appropriate and important information, such as age restrictions, warnings and recommendations about the games are published on our website.

#### **4. PURCHASING A GAME ONLINE**

4.1. The language available for the conclusion of a contract online is English.

4.2. Only person(s) who are at least 18 years of age are permitted to purchase a Game.

4.3. Purchasing a game is available online.

4.4. Any purchase on the website is valid only when processed by Detecticity Ltd.

4.5. The purchasing process is concluded when payment is confirmed. You shall receive a confirmation once your purchase is processed.

4.6. Customers are responsible for entering the required details correctly when processing the online purchase.

4.7. Detecticity Ltd. does not validate personal information entered by customers while making a purchase online.

4.8. Purchase is completed only when payment is confirmed. Until such confirmation the purchase is conditional only i.e. in absence of payment the purchase request gets refused.

4.9. Purchase confirmation is sent to the email address the customer who performed the purchase has entered onto the online form.

## **5. PAYMENT**

- 5.1. Full payment is required at the time of purchasing a game online.
- 5.2. Payments are processed in British Pounds.
- 5.3. Detecticity Ltd. uses WorldPay to process online payments. Accepted cards are listed on the website.
- 5.4. Refund in full or in part is not available once the purchase is confirmed as described under p. 4.9. herein above.

## **6. CANCELLATIONS**

- 6.1. Once purchase is confirmed, cancellation is not an available option.

## **7. MISCELLANEOUS**

- 7.1. Detecticity Ltd. reserves the rights to unilaterally define any age restrictions for any of its games. These restorations will be defined based on the larger context of the storyboard, the nature and content of the story of the given game.
- 7.2. Detecticity Ltd. reserves the right to amend content of the games without any written prior notice to any third parties.
- 7.3. Detecticity Ltd. is not responsible for failed and uncompleted games as a result of
  - partial or full loss of internet connection of the customers,
  - bad and inferior weather conditions,
  - operating failure of the customers' smart device including but not limited to battery depletion or failure,
  - unavailability of game routes due to road works, road closures, change of opening hours of public or third party institutions and buildings,
  - act of God,
  - or any other unforeseen events and circumstances beyond control of Detecticity Ltd.
- 7.4. Customers will participate in games entirely on their own accord and sole discretion, assuming all inherent risks and accountability of such a decision.

## **8. JURISDICTION**

- 8.1. For any legal disputes arising from and in relation to the product, to payments for the product or any other aspects of Detecticity Ltd.'s services and operations the applicable law is the UK law, as in force in Scotland.