

EVENTS GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1.1. The General Terms and Conditions (hereinafter referred to as GTC) apply to the organization and conduct of The Nomad Escape events (hereinafter referred to as „Event”), organized by **TNE Network LTD**, established in 85 Great Portland Street, First Floor, London, W1W7LT, England, United Kingdom, registered with identification number 13081247 (hereinafter referred to as "TNE", "Host", "Organizer", "Us" or "We") and contain the provisions which each participant commits to comply with.

1.2. The Product Buyer or Participant declares to have read and understood and undertakes to comply with the GTC and the Privacy and Cookies Policy available on the Site, and completely understands that is waiving certain rights which he has against the releasees.

1.3. GTC are valid indefinitely. The Product Buyer or Participant agrees that TNE has the right to unilaterally amend these GTC, without need for previous notification. Should the GTC be amended, the respective amendments shall take effect immediately after publication on the Website. TNE stipulates that the GTC can be amended after the purchase of the Product. TNE recommends Participants to monitor the changes to these GTC.

II. LEGAL RELATIONSHIP

2.1. GTC will apply to all Product Buyers and Participants at the Event. It is the Product Buyer and Participant responsibility to read, understand and comply with these GTC.

2.2 GTC should be read together with the Privacy and Cookies Policy. These GTCs present the rights and obligations arising from receiving an Order Confirmation, buying Products and participating in the Event and the relations established between TNE and the Product Buyer and Participants.

2.3. By receiving an Order Confirmation, buying Products and participating to the Event, the Product Buyers and Participants accept and agree to the compliance of:

a) these GTCs and any accompanying obligations and responsibilities. Any Product Buyer and Participant who breaches these GTC may be liable for legal action or refusal of entry to the Event;

b) the security arrangements, notices, requests or announcements displayed or given by the Host or Authorities;

c) all laws and regulations of the country where the Event takes place.

2.4. Product Buyer and Participant agrees to indemnify the Organizer for any and all damage, loss, liability or injury that those parties suffer or may suffer as a result of Product Buyer and Participant failure to comply with these GTC.

III. PRODUCTS AND SERVICES

3.1 We offer various products or services to our clients. Each product or service is described in detail on the website with the essential information for purchase, as well as the related price.

3.2. Regarding the Events organized by us, we offer various packages that may include accommodation and meals that will be delivered by our contractual partners accordingly.

3.3. TNE is not responsible for transporting participants to any of the locations of the Events. To the extent any such transportation is necessary, the Participant shall be solely responsible for arranging it. In certain situations, TNE can make suggestions that are at the discretion and expense of the participant.

3.4. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by the Participants at their own risk. The Organiser will not be liable for the payment or any compensation of personal expenses related to the Event.

3.5. Each Participant is solely responsible for complying with all immigration, customs and legal requirements of any relevant authority for entry into the country where the event takes place (including, but not limited to, obtaining an entry visa or permit of any kind). In relation to the Event, no exchanges, refunds or replacements of Products will be given to a Participant for failure to comply with such requirements or his or her inability to obtain (or his or her denial, cancellation, expiration or revocation of) an entry visa or permit, for any reason whatsoever. Each Participant is advised to review all immigration, customs and legal requirements for entry into the country where the Event takes place prior to purchasing any Product(s) for Event.

3.6. We reserve the right to make changes to the Event or retreat itinerary, including accommodations, activities, and schedules, at our discretion. We will make reasonable efforts to inform participants of any significant changes in advance.

IV. METHODS OF PAYMENT

4.1. Product Buyers will be able to purchase Products by paying the Price made available on the website, online by bank card on the website. The price of the Products will be paid online, at the time of placing the Order, using a bank card through the secure STRIPE platform, in complete safety. To complete the transaction, you will enter the data requested by the payment processor necessary to authorize the transaction.

4.2. A transaction fee of the payment processor of 2.9% is applied to every payment and is included in the price on the website.

4.3. The Organizer reserves the right to change the exchange rate and the price of Products without the need for prior notification. Changing the Product price does not apply to those items that were already purchased at the time of the change.

V. OTHER TAXES AND SERVICES RELATED TO TICKETS

5.1. The final price paid by the Product Buyer will consist of the base price of the ticket and in addition it will also include the administration and processing fees, VAT or other taxes that may correspond.

VI. PRODUCTS PURCHASE AND RETURN POLICY

6.1. Registration for events and retreats is subject to availability. Payment is required at the time of booking to secure your spot. To reserve a spot, we require a minimum 50% deposit of the full program cost. The full Event cost is calculated based on the package chosen by the Product Buyer .

6.2. An Order Confirmation will be provided to the Product Buyer after a successful Order via email. It is the Product Buyers responsibility to a) provide with a working, correct email address and b) to check their Inbox for the email containing the Order Confirmation/Product. The Product will be sent to the Product Buyer, by the same email address as the Order Confirmation , prior to the event start date.

6.3. Upon purchase and receipt of your Order Confirmation or Product, please check it carefully as mistakes cannot always be rectified.

6.4. In the event the Product Buyer cancels within twenty-four (24) hours from the submission of the payment (either in full or as initial deposit), 95% of the amount paid shall be refunded.

6.5. In the event the Product Buyer cancels the booking between the submission of the payment and forty-five (45) prior to the start of the program, 80% of the full ticket price will be refunded; the other 20% will be forfeited to cover the administration costs – i.e., costs entailed in reliance upon the participation.

6.6. In the event the Product Buyer cancels the booking within forty-five (45) days prior to the start of the program, all payments are non-refundable. No exceptions shall be made.

6.7. There is an administration cost of Euro 100 when the Product Buyer reschedules the date of his participation within thirty (30) days prior to the start of the program. The Product Buyer recognizes and agrees to the responsibility of this amount.

6.8. In the event the Product Buyer wants to make use of a customized payment plan, there will be a 20% fee on top of the package cost applied, to cover the administration costs.

6.9. In the very unlikely case that TNE cancels any retreat due to too few participants, TNE will notify Participants thirty (30) days in advance of the Event start date and issue a full payment refund or keep the deposit for participation to a future event.

6.10. There will be no refunds or discounts for arriving late, leaving early, flight cancellations, or travel delay.

6.11. The Product Buyer can choose to receive a voucher instead of a refund at the full amount for a future program with us.

VII. PROHIBITIONS REGARDING THE PRODUCTS

7.1. Products purchased from sources other than Site are at the Product Buyer's own risk and may be invalid.

7.2. It is strictly forbidden to sell or buy products and it is not recommended to buy products or services except through the official website or authorized ticket sales platforms.

7.3. Failure to comply with these provisions will result in the cancellations of the commercialized products and the prohibition of access to the Event by the responsible persons.

7.4. Also It is strictly forbidden to transmit or post a unique series of tickets and / or order confirmations on social networks or other websites of this kind (e.g Facebook).

7.5. THE ORGANIZER CANNOT GUARANTEE THE VALIDITY OF ANY PRODUCTS THAT ARE NOT PURCHASED THROUGH THE SITE. IF ANY FRAUD IS DISCOVERED, THE ORGANIZER RESERVES THE RIGHT TO CANCEL THAT PRODUCT AT ANY TIME.

7.6. The Organizer reserves the right to resort to legal means to sanction those who will be found to carry out such activities, as well as to cancel the respective Products.

7.7. Products may be used for commercial purposes, such as for organizing promotional campaigns, offering tickets as prizes for competitions, etc., only with the prior written consent of the Organizer. Failure to comply with this obligation will lead to the cancellation of Products used for commercial purposes and oblige the persons responsible to repair the damage thus created. At the same time, the organization of promotional campaigns by using Products, without the prior written consent of the Organizer, constitutes the infringement of the intellectual property rights regarding the TNE Brand.

VIII. GENERAL RULES FOR ACCESS TO THE EVENTS

8.1. Entrance to the Event is possible only through the established places and times, exclusively for the Participants.

8.2. Access to the Event Area will be made according to the type of product purchased.

8.3. At the request of the security team or representatives of the Organizer or other competent authorities, the Participant has the obligation to present the access documents and identity documents.

8.4. In order to ensure the safe running of the Event, TNE reserves the right to restrict the type of objects and devices that may be brought to the Event area. ***Therefore, it is forbidden to enter the Event with objects or substances that could endanger the safety of other participants or would present a danger to the safe conduct of the event, including but not limited to drugs, alcohol, knives and so on.***

8.5. The Organizer is not responsible for the goods of the Participants or for any damage caused to them.

IX. BEHAVIOUR DURING THE EVENT

9.1. Participation in our Event is contingent upon:

- a. The Participant agrees to take the most sensible approach to risk management while participating in the Event;
- b. The Participant is in good health and has no medical condition that will impact your ability to participate in the program; and,
- c. The Participant is responsible for and able and willing to take care of your own safety and his own possessions while participating in the Event.

9.2. *The Events are a network and business program organized by TNE. The Product Buyer shall not engage in any illegal activity, or any other activity to discredit the Host, our members or affiliates, including but not limited to, use of drugs, drunken and/or disorderly conduct and general misconduct, including without limitation, violations of the local criminal code.*

9.3. *Participants are responsible for notifying us of any dietary restrictions, allergies, or health conditions, illness, phobias, limited swimming ability, allergies or anything that can affect your productivity, performance when booking. We will make reasonable efforts to accommodate these requests but cannot guarantee their fulfillment and can not be held responsible for this.*

9.4. Participants are expected to conduct themselves in a respectful and considerate manner throughout the event or retreat. Disruptive or inappropriate behavior may result in removal from the event without refund.

9.5. Participants are responsible for their own health and safety during the event or retreat. It is advisable to obtain travel insurance that covers medical emergencies.

9.6. In the Event Areas, visitors have the obligation to refrain from all actions, statements or behavior that may endanger the life, health or physical integrity of other persons or which may violate their personal rights.

9.7. The Participant or his affiliates/invited staff can be held liable for any damage to the Venue outside of what is considered "normal wear and tear." Any aesthetic, electrical, structural, or mechanical damages caused by the Participant. Damages will be assessed by an independent contractor appointed by the Venue and participants agree to pay the amount quoted by the contractor for any repairs.

9.8. In particular for a proper development of the Event, the Participants also have the following obligations:

- to immediately communicate to the security team@thenomadescape.com and/or the Organizer's representatives any situation that they have good reason to consider as a danger to security and health
- to comply with the provisions of safety and health legislation and their enforcement measures;
- to comply with the laws in force regarding smoking in closed spaces (smoking in closed spaces in the Event Area is strictly prohibited).

X. ACCEPTANCE OF RISK

10.1. SOME ACTIVITIES AS PART OF THE EVENT MAY BE DANGEROUS, ADVENTUROUS AND REQUIRE PHYSICAL ACTIVITY, AND THEREFORE, PARTICIPATION MAY BE DANGEROUS. DURING ACTIVITIES YOU WILL BE VISITING PLACES WHERE THE DANGERS AND CHALLENGES WILL BE GREATER THAN THOSE PRESENT IN DAILY LIVES. THERE IS A HIGHER DEGREE OF PERSONAL RISK DUE TO PARTICIPATION IN THE EVENT. THE PARTICIPANT RECOGNIZES AND ACCEPTS THIS RISK AND EXPRESSLY AGREES THAT ANY SUCH RISK IS SOLELY ASSUMED BY HIM.

10.2. THE PARTICIPANT AGREES THAT HE HAS BEEN ADVISED OF THE RISKS ASSOCIATED WITH THE ACTIVITIES AND VOLUNTARILY CHOSE TO PARTICIPATE IN THE EVENT FULLY ACCEPTING LIABILITY FOR ANY SUCH RISKS THAT MAY CAUSE PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ECONOMIC LOSS, AND IN TURN WAIVING ANY SUCH LIABILITY TO US.

10.3. WE STRONGLY RECOMMEND THAT YOU OBTAIN TRAVEL INSURANCE BEFORE JOINING OUR PROGRAM. Your travel insurance should include (without limitation) coverage against epidemics, pandemics, personal accident, death, medical expenses and emergency repatriation. We also strongly recommend your insurance covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

10.4. SHOULD THE PARTICIPANT IGNORE THE PRECEDING PARAGRAPHS AND FILE ANY CLAIM AGAINST US, HE HEREBY AGREES TO DEFEND, INDEMNIFY AND/OR HOLD US HARMLESS. PARTICIPATION IN OUR EVENT IS EXPRESSLY CONTINGENT UPON THE FOREGOING.

XI. RECORDINGS CARRIED OUT WITHIN THE EVENT

11.1 BY PURCHASING A PRODUCT OR TAKING PART INTO AN EVENT, THE PRODUCT BUYER AGREES TO BE PHOTOGRAPHED, FILMED OR RECORDED BY THE ORGANIZER OR ANY THIRD PARTY OPERATING ON THE BEHALF OF THE ORGANIZER, AT THE EVENT OR AT THE IMMEDIATE SURROUNDINGS OF THE VENUE.

11.2. Furthermore, by purchasing a Product or taking part into an Event the Product Buyer waives all rights in any photographs, video or audio recordings of you at the Event or the immediate surroundings of the entrance to the venue (the "Recorded Material") made by the Organizer or any third party operating on the behalf of the Organizer or venue management. You hereby agree that the Organizer or any third party operating on the behalf of the Organizer may use such Recorded Material in any way they deem fit, without restriction, approval from, or recompense to the Participant.

11.3. The Host holds the rights of image over the entire Event and may use the photo and video images taken both by its own staff and by the participants, in various materials made during the Event.

11.4. Participants acknowledge that TNE, its contracted Partners as authorized by TNE, associates, partners, members of the press, other Visitors and other Third Parties may produce sound and image recordings of the Event. Therefore, Participants, by purchasing a Product and virtue of their participation in the Event, grant to the Organizer, the permission of the recording and publication of their image, appearance and actions.

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11.6. The Participants expressly note that TNE may:

- i. record the Event, the classes and any programs within the Event;
- ii. copy the recordings and distribute them on image-bearing media, any broadcast them or otherwise make them public and may do so in a manner repeatedly including by informing the public about the Event, concerts and programs, by means of cable data transmission or by any other means (i.e through YouTube), so that members of the public can individually choose the place and time of access.

11.7. Participant further releases the Content Creators, their parent company, clients, subsidiaries, affiliates, officers, agents, servants, or employees ("Releasees") from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of the Content.

XII. LIMITATION OF LIABILITY AND FORCE MAJEURE

12.1. Within the Event, the Organizer has the right to make any changes to the program unilaterally, depending on different situations that may occur during the course of the Event.

12.2. TNE reserves the right to modify, restructure and further develop the Event, the Services and Products offered within the Event, at its choice. Participants have no right to make any claims against TNE in respect to these modifications, restructuring of further developments.

12.3. TNE will make every effort to provide the programs and Services previously communicated and, if their offering becomes impossible, to replace the canceled program or the Service previously communicated with another program or Service.

12.4. If the authorities request the suspension or closure of the Event for reasons of unforeseeable circumstances or force majeure, the Event or part thereof will be canceled / suspended and the Organizer cannot be held liable for this closure/ suspension.

12.5. Participants expressly note that they may also purchase Products and Services in connection with the Event, which are offered by other Contracting Partners, and both by TNE. In such cases, the contract is concluded directly between the Participant and the Contracting Partner, and the rights and obligations arising from the legal relationship apply exclusively to the Visitor and the Contracting Partner.

12.6. TNE does not assume responsibility for damages arising from or suffered in connection with the purchase or use of Services and Products provided by Contractual Partners or for damages of any nature suffered by visitors as a result of participating in artistic moments or subsidiary activities within the Event.

12.7. PARTICIPANTS WILL TAKE PART INTO THE EVENT EXCLUSIVELY AT THEIR OWN RISK, BEING LIABLE FOR DAMAGES SUFFERED BY THEM OR CAUSED TO OTHER PARTICIPANTS IN THE EVENT PREMISES.

12.8. TNE is not responsible for any damage that may occur outside the Event Area or on the way to or from the Event Zone.

12.9. TNE HAS THE RIGHT TO TERMINATE WITH IMMEDIATE EFFECT THE LEGAL RELATIONSHIP WITH THE PARTICIPANT WHO HAS VIOLATED ANY PROVISION OF THE PRESENT GTC IN CONNECTION WITH THE EVENT. In such a case, TNE may invalidate the participant's ticket and the participant will be forced to leave the Event. TNE also reserves the right to refuse the purchase of a new ticket by the respective Participant, for the entire duration of the Event or if he obtains a ticket to the Event, to refuse his access to the Event, without granting him any right of compensation.

12.10. The Participant consents to be granted the medical treatment that may be deemed advisable in the event of an injury, accident, or illness during the Event and completely exempts from liability TNE and all the persons involved or providing such medical treatment from all responsibility for any such actions.

12.11. The participants assume full responsibility for the ability to participate physically / mentally in various activities within the Event. We recommend carrying out specialized medical checks before participating in activities that require a high level of effort.

12.12. The value of the purchased tickets will not be refunded in case of cancellation or postponement of the Event of the Event by the Organizer for causes that fall under force majeure or that are due to any unforeseeable circumstances.

12.13. The dates of the Event can be unilaterally modified by the Organizer in case of unforeseeable circumstances and force majeure without any obligation to reimburse the ticket price to the Product Buyer.

12.14. The Organizer reserves the right to modify the list of speakers participating in the Event, both before and throughout the Event. Tickets give the buyer access to the Event as a whole and not to a specific speaker or class.

12.15. Please note that the schedule is always subject to change due to unforeseen circumstances that could include, without limitation, weather damage, endangerment; an act of god; war; cancellation by necessary third-party vendor/businesses and so on. The participant assumes the risk as it relates to any cancellation and/or schedule change and expressly agrees to waive any potential claims of any sort against us.

12.16. Access may be temporarily restricted to meet the safety regulations in force for certain locations.

12.17. In the event of any injury or your death caused wholly or partially as a result of or in connection with any act, omission, default, failure, or error on the part of the Indemnified occurring wholly or partially during the course of the Event, You agree that Your estate and Your personal representatives, executors or administrators indemnify and will keep indemnified the Indemnified from any loss, liability, claim or cause of action that may be brought against the Indemnified by your personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of your death. As such, you hereby waive any rights that your heirs, assigns and/or executors may have to collect a judgement on your behalf for injury and/or death resulting in Your participation in Our Event.

12.18. To the fullest extent permitted by law, any claim by you against the Indemnified is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive, or exemplary damages.

12.19. You hereby waive any and all rights to any legal claims or actions against TNE network and release and discharge the Host and Host's heirs, assigns, successors, officers, employees, agents, executors, partners, administrators or any other legal representatives along with anyone claiming through them (hereinafter, collectively, the "Released Parties"), in their individual capacity or in their business capacities, of all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury of or relating to the rental of the Venue, which Renter has or ever had or may have in the future against Host or any of the Released Parties.

XIII. INTELLECTUAL PROPERTY RIGHTS

13.1. All content, materials, and intellectual property provided during the event or retreat are the property of TNE and may not be reproduced or distributed without prior written consent.

13.2. Every information communicated during the Event or posted on the Site, as well as on various kinds of media in the Event Area, such as, without limitation, images, texts, graphics, symbols, logos, databases, etc. shall be the property of TNE and/or its Contracted Partners. All of the above shall fall within the scope of intellectual property laws.

13.3. Participants and Third Parties may not use, copy, distribute, publish or incorporate in other documents or materials such markings/information in any form for the purpose of generating revenue without the express and prior written permission of TNE and/or and its Contracted Partners.

13.4. The images, logos, texts of TNE's Contracted Partners belong to them and are reproduced on the Site or in the Event Area with their approval.

XIV. DISPUTES

14.1. Any dispute, controversy, or claim arising out of or in connection with these Terms and Conditions, including any disputes relating to their existence, validity, interpretation, or termination, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.2. The parties shall first attempt to resolve any dispute amicably through good-faith negotiations. In the event that such negotiations do not lead to a resolution within a reasonable time, either party may initiate legal proceedings in the courts of England and Wales.

14.3. Both parties agree to submit to the personal jurisdiction of the courts of England and Wales and waive any objections to the exercise of jurisdiction over them by such courts.

XV. MISCELLANEOUS PROVISIONS

15.1. These GTC, representing the Contract between the Product Buyer and TNE, may be assigned by the latter without the consent of the customer.

15.2. The name of the chapters and the sub-titles are for reference only and should not be taken into account in the interpretation or construction of these GTC

15.3. If any of the clauses in this GTC are declared null and void, the rest of the clauses will continue to produce their effects, and the clause declared null or unenforceable will be replaced by a new clause that reflects as closely as possible the will of TNE.

15.4. For questions or concerns regarding these Terms and Conditions, please contact us by e-mail at team@thenomadescape.com.

The Event General Terms and Conditions were last updated on the 2nd of October, 2023.