

Terms and conditions

ArcticTerns Foundation

General Terms and Conditions

Last updated: July 19, 2023

1. ArcticTerns Foundation and Service

1.1 ArcticTerns Foundation (“**Foundation**”, “**we**”, “**us**” or “**our**”) is a non-profit Foundation incorporated in Dongen located in the Netherlands and has Commercial Register Number 86590839. The Foundation is organised under Dutch law.

1.2 We organise educational experiences, social connections and personal growth through cultural immersion.

1.3 We own and operate the website named <https://arcticterns.global/> (“**Website**”), through which you can book Activities with us (“**Bookings**”). Bookings can also be made through contact with us.

1.4 In these General Terms and Conditions (“**Terms**”) references to “**you**” and “**your**” include the first named person on the Booking and all persons on whose behalf a Booking is made or any other person to whom a Booking is added or transferred. References to Activity refer to any program, service or activity you have booked with us.

2. Scope of this Agreement

2.1 These Terms govern your Booking together with any other regulations or instructions we brought to your attention in relation to your Booking or Activity, such as the “Code of Conduct”, specific regulations and the “What to Expect” document. Please read these Terms carefully as they set out your and our respective rights and obligations.

2.2 Your access to and the use of Activities and Bookings is conditioned on your acceptance of and compliance with these Terms.

2.3 Your access to and the use of our Activities and Bookings is also conditioned on your acceptance of and compliance with our Privacy Policy available at our Website. Our Privacy Policy describes our policies and procedures on the collection, use, and disclosure of your personal information when you book or use our Activities and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Website or Activities.

3. Our Bookings

3.1 By submitting the registration form a binding booking request is made, and you take on the obligation to fulfil full payment of the thereby booked participation.

3.2 A Booking is finalised with us when you:

- a. Complete our registration form;
- b. Pay the registration fee if applicable; and
- c. We issue you with a Booking confirmation.

3.3 By making a Booking (request), the first named person on the Booking agrees (or, where under the age of eighteen (18) years old, the authorised parent or guardian agrees on behalf of the person detailed on the Booking) that this person:

- a. has read these Terms and has the authority to and does agree to be bound by them;
- b. consents to our use of Personal Data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the Booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. accepts financial responsibility for payment of the booking on behalf of all persons detailed on the Booking.

3.4 A binding contract will come into existence between you and us as soon as your booking is made as is set out in Section 3.2.

3.5 The payment schedule for your Booking will be set out on our Website or by email.

3.6 We reserve the right in our absolute discretion to change your Booking or Activity (or schedule or arrangement involved) if we must do so in our reasonable opinion.

4. Participant Obligations

4.1 By participating in our Activity, you agree to comply with these Terms, together with any other regulations or instructions we brought to your attention in relation to your Booking and those of any third parties associated with your Booking.

4.2 Parents or guardians should only let their children participate in Activities if they can meet the specific Activity requirements as mentioned in its description.

4.3 During activities designed specifically for children's groups within the complex, parents or guardians are not required to be physically present. However, they should always be readily available, for instance, to pick up the child at our request. The presence of a parent or guardian during these activities is allowed only with our prior consultation and agreement.

4.4 For activities conducted outside the complex, the presence of a parent or guardian is required. If the parent does not accompany the child, it is expected that the child is capable of participating fully independently and without guidance. This decision lies with the parent's discretion and at the parents

responsibility. Furthermore, the child's independent participation may be declined if it is deemed unsafe or a disturbance to the group or the activity.

4.5 Regardless of the type or location of the activity, the participating child's safety, well-being, and behaviour are solely and entirely the responsibility of the parents or guardians.

4.6 In case of special medical, dietary, psychological, care, or other special needs of a child, the parents are required to alert us during the registration process and be held responsible and expected to accompany the child to assist their special needs.

4.7 Adequate insurance is a condition of your Booking with us. You must be satisfied that adequate insurance is in place which fully covers all potential risks involved, including but not limited to, accident insurance (including disability and death), sports insurance, personal liability insurance, pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness of all members of your group.

4.8 No alcohol is allowed for those under the age of eighteen (18) during participation in the Activity or Booking. Drugs are not allowed at all times.

4.9 Participants are expected to inform themselves of current local Covid restrictions and follow them.

4.10 Participants acknowledge and agree to not invite guests to the park and complexes that are used by the program for activities and/or accommodation.

4.11 Participants acknowledge and agree to not organise activities that mix participants with non-participating and to not invite other participants to such activities.

5. Disclosure Of Special Needs And Behaviour Issues

5.1 During the registration process, it is the responsibility of the individual or family to fully disclose any document and undocumented special needs or behavioural issues within the family that may impact their participation in the program. Full disclosure also includes, but is not limited to, any other pertinent information that might affect their or other participants' involvement in the community and its activities.

5.2 Misrepresentation, concealment or failure to disclose such information, whether intentional or not, is a violation of these terms of use.

5.3 In the event of non-disclosure, misrepresentation or concealment of the said information, the affected individual or family may be excluded from certain activities or, in some instances, may be subject to termination from the program at our discretion.

5.4 We reserve the right to terminate the participation of any participant(s) who violate this disclosure requirement, in order to maintain the safety, wellbeing and integrity of the community and the program. This provision is intended to foster a transparent and safe environment for all participants, ensure the quality of the program, and protect the rights and interests of all community members.

6. Community Engagement And Participation

6.1 The community, as referenced in these Terms of use, is intended exclusively for registered participants. Any engagement or participation in the community's activities, events or social gatherings must be limited solely to such Participants.

6.2 Participants are not permitted to invite non-participants to activities, events or social gatherings of the community. Participants are also not allowed to invite participants to activities, events and social gatherings of non-participant, unless discussed and agreed upon in advance.

6.3 Participants are encouraged and allowed to organise their own activities, events and social gatherings for the community. However, these activities must be exclusive to participants and follow community guidelines, particularly regarding exclusivity.

6.4 In the event that non-participants are actively engaged or involved in the community by participants (such as by inviting non-Participants to the community or by inviting participants to activities, events and social gatherings of non-participant), these non-participants will be considered part of the program and will be subject to program costs. The participant(s) who introduced the non-participants will also be held responsible for ensuring the payment of these program costs.

6.5 Unauthorised involvement of non-participants in the community and its activities, events and social gatherings is detrimental to the community's cohesion and growth. It undermines the effort and resources invested in building the community, and reduces the incentives for participation in the program. It also discourages those who wish to genuinely contribute to and participate in the community, potentially leading to the dissolution of the community.

7. Building Safety Disclaimer and Assumption of Risk

7.1 The safety and security of individuals using the facilities provided by us, is of utmost importance to us. However, it is important to note that the condition and safety features of the buildings we rent may vary. We strive to select premises that meet the necessary safety standards, including functioning smoke detectors, emergency exits, and other safety measures. However, we cannot guarantee or be held responsible for the building safety conditions of the rented premises.

7.2 By participating in any activities or utilising the facilities provided by us in rented premises, you acknowledge and understand that you do so at their own risk. We expressly disclaims any responsibility or liability for accidents, injuries, damages, or losses that may occur due to inadequate building safety conditions.

7.3 We strongly encourage you to exercise caution, be aware of their surroundings, and take necessary precautions to ensure their personal safety while using the rented premises. It is recommended to familiarise oneself with the emergency exits and evacuation procedures and report any safety concerns to the appropriate authorities.

7.4 By accepting and continuing to use the facilities rented by us, you signify your understanding and agreement to this disclaimer of responsibility for building safety.

8. Limitation of Liability

8.1 All information, descriptions, or images that we provide about the Activity or Booking, are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of the Activity.

8.2 In no event shall we, nor our founders, chairman, board members, employees, volunteers, subsidiaries and affiliates, be liable for any special, incidental or consequential damages (including but not limited to claims, actions, liabilities and expenses including legal fees) arising out of or in connection with your Activity and Booking, except as stated in this agreement.

8.3 If you choose to attend the Activity or Booking without adequate insurance cover, we will not be liable for any losses whatsoever arising, in respect of which insurance cover would otherwise have been available.

8.4 We are not and shall not be responsible in any way in case of a Covid outbreak or spread during the Activity or Booking.

8.5 You acknowledge that we offer adventurous activities, including but not limited to: climbing, exploring, horse riding, swimming, skiing and many other risky activities. You further acknowledge that you fully understand and are prepared to assume such risks. We accept your Booking on the basis that you release and absolve our Foundation, founders, chairman, board members, employees, volunteers, subsidiaries and affiliates, thereof from any and all damages resulting from death or personal injuries, including loss of services, which may be sustained on account of, arising from, or in connection with your Booking.

9. Force Majeure

9.1 In situations where, in our reasonable judgement, a Force Majeure Event impedes our ability to lawfully or safely deliver the products or services specified in your booking contract, we reserve the right to:

(a) Terminate the booking contract, in whole or in part, immediately by written notice, or

(b) Modify your arrangements to prioritise safety and mitigate potential risks.

We will invoice you for any additional costs incurred due to these modifications.

9.2 In these Terms, a "Force Majeure Event" is defined as any significant, unforeseen, and insurmountable incident, including but not limited to fire, virus, pandemic, explosion, embargo, uprising, riot, war (whether or not declared), natural disasters (including storm and flood), severe illness, death, or any other major traumatic event, affecting the Program Manager, their immediate family members, or the broader team, causing temporary or permanent inability to manage the program.

9.3 Should a Force Majeure Event occur, we reserve the right to interrupt or cease the program's operations as necessary. We are under no obligation to refund any program fees in such circumstances, as these fees are generally committed in advance to operational costs such as rent and other related expenses.

9.4 In the event of a Force Majeure Event, we commit to communicating with participants as swiftly and transparently as circumstances allow. We will provide information regarding the impact on the program and any subsequent steps.

9.5 The Program Manager and/or the organisation are not responsible for interruptions and subsequent financial implications due to Force Majeure Events. This provision is designed to ensure the viability of the program in the face of severe, unexpected circumstances and protect the interests of all parties involved.

10. Program Interruption due to Team Illness

10.1 In cases where multiple members of the team become simultaneously ill and are unable to perform their duties, we reserve the right to cancel, postpone, or modify certain activities as required. This includes, but is not limited to, scenarios where an illness such as influenza, a pandemic or any other health emergency impacts a significant portion of the team, thus affecting our ability to run the program as originally planned.

10.2 In such circumstances, we are under no obligation to refund any program fees, as these funds are typically committed in advance to cover operational costs. Participants acknowledge that these modifications or cancellations are due to unforeseen circumstances beyond our control and do not warrant financial compensation.

10.3 In the event of such a scenario, we will communicate with participants as promptly and as transparently as circumstances allow, providing updates about the impact on the program and any next steps.

11. Interruptions Due To Third-Party Partners

11.1 We work with a number of third-party partners to facilitate the smooth running of the program. In the event that any of these partners unexpectedly cancels their involvement, this may result in changes or disruptions to certain components of the program.

11.2 In such circumstances, we will strive to find suitable alternatives. However, we are under no obligation to refund any program fees, as these funds are often committed in advance to operational costs. Participants acknowledge that these modifications or cancellations are due to unforeseen circumstances beyond our control and do not warrant financial compensation.

11.3 In the case of a cancellation by a third-party partner, while specific components of the program may be affected, we will ensure that the remainder of the program continues as planned, to the best of our abilities.

11.4 We will promptly communicate any such disruptions to participants, providing as much information as possible about the changes and any alternative arrangements.

12.Interruptions Due To Local Interference

12.1 We acknowledge that local challenges, including potential interference by organised groups or local government officials, can occur in certain areas. This may result in complications or disruptions to the program, including forced closure.

12.2 We are committed to adhering to all local and national laws and regulations. Should any external party force the closure of our program, we will comply in order to ensure the safety and security of all participants and staff.

12.3 In circumstances described in 12.1 and 12.2, we are under no obligation to refund any program fees, as these funds are often committed in advance to operational costs. Participants acknowledge that these modifications or closures are due to unforeseen circumstances beyond our control and do not warrant financial compensation.

12.4 In the event of such an interruption, we will communicate with participants as promptly and as transparently as circumstances allow, providing information about the impact on the program and any next steps.

13.Intellectual Property

13.1 All Content acquired – by us and/or by others such as participants – during the Activities and Bookings remain our property. With Content we mean: any audio, video, photos, images, text, logos, documents, downloadable files, reviews and/or other (multi)media content. This includes Content submitted, posted or displayed by you.

13.2 You hereby grant us the right to use and (re)post Content for promotional and marketing purposes, unless explicitly mentioned otherwise before the act of acquiring or gaining possession of Content takes place. This includes the right to (re)produce, use, disclose and distribute such information to any third-party we work with for promotional and marketing purposes.

14.Payments, refunds and cancellations

14.1 When you provide us any payment information, you authorise our use of and access to the payment instrument you have chosen to use. This means you authorise us to charge the amount due to this payment instruction.

14.2 If we believe your payment has violated any law or these Terms, we reserve the right to cancel or reverse your reservation and Booking.

14.3 Any type of cancellation does not affect your contractual obligation to fulfil the payment to us for the Booking and/or Activity.

14.4 In case the registration is incorrect in relation to the Activity or Booking, we reserve the right to cancel or reverse your reservation and Booking.

14.5 In case of any type of cancellation, we will not be obliged to compensate you in any way. We are not liable for any damage caused by the cancellation.

14.6 The registration fee is a monetary payment to us and must be submitted along with a registration. This fee is non-refundable under any circumstances, even if your registration or participation is either denied or cancelled.

15. Behaviour, Enjoyment and Termination

15.1 You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. We expect you to behave at all times in accordance with our Code of Conduct. If, in our reasonable opinion, your behaviour or the behaviour of someone in your group is not compliant with our Code of Conduct, we reserve the right to terminate your Booking and limit your access to our community, Activities, events and social gatherings, and the parks or complexes we use for activities and accommodation. No Code can address all specific situations. It is therefore each person's responsibility to apply – at least – the principles set forth in our Code of Conduct and with the exercise of good judgement and common sense.

15.2 In the event of such termination we will have no further obligations to you and/or your group and our liability will cease to you. No refunds for lost accommodation or any Activity or Booking will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your group may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your group jointly and individually liable for any damage or losses caused by you or any member of your group.

15.3 We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

16. End Of Program

16.1 At the end of the program, including but not limited to cancellation by you, termination by us, the end of your booking, or any other reason, you and/or your group will be required to leave your accommodation immediately, unless otherwise agreed upon in consultation with us. This specific accommodation is booked in relation to the Activity and/or Booking in which you will no longer participate.

16.2 If, despite the determined in Section 16.1, you or any member of your group choose to remain in the accommodation without prior agreement from us, a fee of one hundred euros (€100,-) per day shall apply as a penalty. This fee will be charged for each day that you or any member of your group occupies the accommodation beyond the end of the program or booking.

16.3 In order to ensure the integrity, exclusivity, and cohesion of our program and community, it is hereby stated that at the end of the program, including but not limited to cancellation by you, termination by us, the end of your booking, or any other reason, you and/or any member of your group must vacate the park and complexes that are used by the program for activities and/or accommodation and stop your involvement in the community. Should you choose to remain in the park or complexes or continue participating in the community activities, events or social gatherings, you will be deemed to be

actively engaged in the program and, as such, will be liable to pay the program fee for the respective month. This is applicable because by continuing to stay in the park or complexes or by continuing to participate in the community, you are benefiting from the services and support provided by us, including access to the established community network.

17. Security Deposit Usage

17.1 As part of the agreement to participate in our program, participants are required to pay a security deposit. This deposit can be used to cover any damage caused by the participant during their involvement in our program, included but not limited to any damage to their accommodation and any damage to shared facilities.

17.2 Damage is not confined to physical damage, but extends to any harm or destruction to any property owned, rented, or used by our program.

17.3 Furthermore, the security deposit may also be used to cover any outstanding expenses incurred by participants but not settled, included but not limited to utility bills, transportation costs, cost of activities.

17.4 In the event of such damage or outstanding expenses, we reserve the right to utilise the security deposit to cover these costs. If the deposit does not fully cover the costs incurred, the participant will be responsible for paying the additional amount.

17.5 Upon conclusion of a participant's involvement in our program, the remaining security deposit will be returned, provided that all of the following conditions are met:

17.5.1 All outstanding fees, charges, or other costs incurred by the participant have been fully paid.

17.5.2 No damage, beyond normal wear and tear, has been caused to any property or resource owned, rented, or used by our program.

17.5.3 The participant's designated apartment and any shared facilities used by the participant have been left in a clean and tidy condition.

18. Division Of Liability For Unidentified Damage

18.1 In the event of damage to our property or resources where the responsible party cannot be definitively identified, the cost of repairing such damage will be equally distributed among the potentially involved participants.

18.2 This includes, but is not limited to, damage within shared spaces utilised by a specific group or damage to shared resources (such as transportation services).

18.3 The cost incurred in repairing the damage will be deducted from the security deposits of the identified potential group of participants. If the combined deposits do not fully cover the costs incurred, each participant in the group will be responsible for paying an equal share of the additional amount.

18.4 We reserve the right to conduct any investigations we deem necessary to determine the responsible party/parties for any damage. Any information

discovered during these investigations can be used to adjust the distribution of the repair costs.

19. Refund Policy

19.1 A refund can not be requested for any of our Activities or Bookings provided, unless explicitly mentioned otherwise.

19.2 A refund can not be requested for any type of cancellation, limitation and/or termination of an Activity nor a Booking, unless explicitly mentioned otherwise.

20. Non-Competition

20.1 In order to safeguard the legitimate interests of our program, it is a requirement for all participants to agree to a non-competition clause as a condition of their participation. By accepting these Terms, participants commit to refraining from engaging in or initiating any competitive activities within the same sector (specifically, activities targeting Worldschool children and their families, or gifted children and their families) in the Netherlands and Bansko, Bulgaria, where we are actively operating, for a period of five (5) years following the conclusion of their participation in our program.

20.2 For the purposes of this clause, competitive activities include, but are not limited to, the creation, development, or management of similar programs, as well as employment or consultancy with other programs in the same sector within the regions mentioned.

20.3 In the event of a breach of this non-competition agreement, a penalty of five thousand euros (€5000,-) will be imposed on the offending participant. Furthermore, we reserve the right to pursue any additional legal actions deemed necessary to safeguard our interests.

20.4 This non-competition agreement is binding upon agreement to these Terms and applies to all participants, acknowledging that any breach would cause significant harm to our operations.

21. Compensation for Legal Proceedings

21.1 In the event that we become involved in a legal or administrative proceeding and are ultimately vindicated, or granted a favourable outcome, we may seek compensation of one thousand euros (€1000,-) as a reimbursement for the time, resources, and potential harm caused by such proceedings, in addition to any damages or remedies determined by the proceeding.

22. Modifications

22.1 We may revise these Terms at any time without notice. By using our Activities, Bookings or Website, you agree to be bound by the then current version of these Terms.

22.2 From time to time, we may need to modify, reject or cancel the Activity, Booking or your participation for reasons within or outside our control.

23. Third-party services

23.1 Our Website contains links to third-party websites, or services that are not owned or controlled by us but by a third-party. We may also offer (in)directly third-party related services, such as activities in which you can

participate. However, we have no control over and assume no responsibility for the content, privacy, performance, completeness or suitability of the information, materials, policies, or practices of any third-party websites and/or services found or offered on or by third-parties, third-party websites or services for any particular purpose owned and/or operated by a third-party. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

23.2 You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the Terms and Conditions and Privacy Policies of any third-party websites or services that you visit.

24. Governing Law

24.1 The laws of the Netherlands, excluding its conflicts of law rules, shall govern these Terms offered. Thus, you agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or Booking will be dealt with by the competent court of the Netherlands only.

25. Disputes Resolution

25.1 We make every effort to ensure that your Activity/Booking runs smoothly but if you do have a problem during your Activity/Booking, please inform us and the event manager/representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by mail: info@arcticterns.global.

25.2 If the problem cannot be resolved and you wish to complain further, you must send a formal written notice of your complaint to us at our office, ideally within fourteen (14) days of the end of your Activity/Booking, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under these Terms.

25.3 You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. Please note: the ODR platform is no longer available for use by UK consumers.

26. Severability and Waiver

26.1 If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

26.2 Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

27. Translation Interpretation

27.1 These Terms may have been translated if we have made them available to you on our Website. You agree that the original English text shall prevail in the case of a dispute.

28. Contact Us

28.1 If You have any questions about these Terms you can contact us by email: info@arcticterns.global.