



## GENERAL TERMS AND CONDITIONS

### **1. OBJECT**

- 1.1. XVENTURA offers you the services advertised on our website ([www.XVENTURA.com](http://www.XVENTURA.com)) in accordance with that set forth in the following General Terms and Conditions. Hence, due to the mere fact of booking any of the services offered on our website you are understood to unreservedly accept the obligations set forth in these General Terms and Conditions.
- 1.2. By following all of the steps involved in contracting the services and placing the purchase order you express your full and unreserved acceptance of each and every one of the General Terms and Conditions we have published at the specific time you access the website. As a result, you must carefully read the General Terms and Conditions every time you are about to request any of the services we offer on our website.
- 1.3. These General terms and conditions are applicable to [XVENTURA.com](http://XVENTURA.com), [treasurehuntbarcelona.com](http://treasurehuntbarcelona.com) and [treasurehuntrotterdam.com](http://treasurehuntrotterdam.com).

### **2. BOOKINGS**

- 2.1. XVENTURA offers a set of organized activities for people and groups in Barcelona and Rotterdam, as stated on our website.
- 2.2. XVENTURA has two subsidiaries: Treasure Hunt Barcelona ([treasurehuntbarcelona.com](http://treasurehuntbarcelona.com)) and Treasure Hunt Rotterdam ([treasurehuntrotterdam.nl](http://treasurehuntrotterdam.nl)). These two subsidiaries are subject to the same general terms and conditions as XVENTURA.
- 2.3. XVENTURA makes an online booking mechanism available to you through which you can book activities provided by XVENTURA.
- 2.4. You can make a booking via our websites or via our customer services.
- 2.5. All payments should be made at the same time as booking. Either via our online booking system or via invoice. Without a payment, XVENTURA can cancel the booking.
- 2.6. You are responsible for the use you make of the services so you hold XVENTURA harmless in relation to liability that arises from any damage that could be caused by any correct or incorrect use of the contracted service. Our services are only for personal use, not commercial use. Therefore, resale of the contracted services for any commercial or competing business is not permitted. Unless discussed upfront with XVENTURA Management in the form of a partner agreement.
- 2.7. A couple days in advance of your booking, you will receive information from XVENTURA about your booking. Contact details of the Game Master, starting time and location.
- 2.8. On the day of your treasure hunt you are requested to be 10 minutes prior to the starting time at the starting location. If you are not at the starting location 15 min after the agreed starting time, XVENTURA will consider you a NO-SHOW and will NOT refund the fee.
- 2.9. If you are in contact with your Game Master and you arrive after 15 min after the agreed starting time, XVENTURA will enforce a payment fee of €30 per 30 minutes per Game Master. This is to cover the extra costs of the Game Masters when you are late for your booking.
- 2.10. If you made a booking and don't show up, XVENTURA had the right to cancel the activity without the right to a refund. We will enforce this rule 15 minutes after the agreed upon starting time.

### **3. ENTRY INTO FORCE**

- 3.1. These General Terms and Conditions will enter into force from the time you access our website, make your booking and give your consent to contracting the service in question. You then accept and completely adhere to all of the General Terms and Conditions included herein.

### **4. ORDERS**

- 4.1. Any booking made in your name or on your behalf will be considered as having been made by you yourself.



- 4.2. It will be considered to be a confirmed booking when XVENTURA sends you acknowledgement of receipt of the booking by email. Bear in mind that the booking is always subject to availability as it may be that on the same day as the activity an event or occasion takes place in the activities area, or any other unforeseeable event, act of God or force majeure takes place, which prevents or makes it inadvisable to carry out the activity, in which case XVENTURA will be entitled to cancel the booking up until the very time the activity is to take place. In particular, if you book less than 48 hours prior to the activity, we recommend that you confirm your booking by calling +31 6 23245009.
- 4.3. XVENTURA reserves the right to cancel bookings made by people with whom there is a dispute regarding payment of a prior order or who are suspected of some kind of irregularity.

## **5. PRICE AND PAYMENT TERMS**

- 5.1. The prices of our services will be clearly set on the page on which it is shown and the price published at the time the booking is made will apply.
- 5.2. Invoices must be paid at the time of booking unless otherwise indicated.
- 5.3. If the consumer plans the activity with no week in between, XVENTURA will contact the consumer and arrange a payment procedure.
- 5.4. If an invoice has not been paid 2 weeks before the day of the activity, XVENTURA has the right to cancel the activity.
- 5.5. For custom made programs, the invoice can be split into two terms: a down payment of 50% needs to be paid at the moment of booking. The other 50% needs to be paid at least four weeks before the activity date. XVENTURA can decide to implement a different payment regulation but will only do so in corporation with the client.
- 5.6. For credit card payments XVENTURA charges an additional 5% of the total amount of the invoice.
- 5.7. The invoices need to be paid before the due date of the invoice. If the invoice is not paid before the due, XVENTURA will send one reminder. If the invoice is not paid after the reminder, XVENTURA has the right to add administration costs to the invoice. Administration costs will be €70 ex VAT and will be used for the administration work this brings. If the invoice is not paid within 2 weeks after the second reminder, XVENTURA will add another charge of €70 ex VAT.
- 5.8. Any costs related to a bank transfer, will be for the client and not for XVENTURA.

## **6. DATA PROTECTION**

- 6.1. XVENTURA hereby informs you, according to article 5 of Organic Law 15/1999 on the Protection of Personal Data (*Ley Orgánica 15/1999, de Protección de Datos de Carácter Personal*), of its personal data protection policy so that you may expressly, freely and voluntarily decide whether you wish to provide the personal data we request from you on the booking form on our website.
- 6.2. We also inform you that the data you provide will be included in files owned and controlled by XVENTURA, which will carry out computer processing in order to handle your request.
- 6.3. We may also send you information about XVENTURA activities that may be of interest to you. By sending your data you are understood to expressly authorize XVENTURA to process your data for the above purposes, which includes commercial communications sent by e-mail.
- 6.4. Unless otherwise stated, it is considered necessary to fill in all of the required data in the forms. If not all of the data considered necessary are provided then, depending on the case, XVENTURA may not process the request made.
- 6.5. You must fill in the forms with true, exact, complete and up-to-date details and will be held liable for the damages that you cause by improperly filling in the forms with data that are false, inexact, incomplete or not up to date.
- 6.6. XVENTURA likewise undertakes to meet its obligation to keep personal data secret and its obligation to hold them and will take all necessary measures to prevent their alteration, loss, processing or unauthorized access to them subject to the state of the art at any time.



- 6.7. XVENTURA does not distribute personal data to third parties.

## **7. CONDITIONS OF THE ACTIVITY**

- 7.1. The relationship between the person making a booking and XVENTURA is governed by these General Terms and Conditions.
- 7.2. Conditions before taking part in an activity with XVENTURA:
- Read, listen to and understand the safety instructions and advice given by the people responsible for organizing the activity;
  - Make sure the equipment that will be provided for carrying out the activity is in normal working order;
  - Present a valid form of ID (ID card or passport) if asked for by XVENTURA;
  - Make sure the customer's contact details stated in the booking are correct.
- 7.3. Conditions during the activity with XVENTURA:
- Use the equipment correctly and, in particular, avoid using it in unsuitable places;
  - Follow the applicable road and traffic rules;
  - Accept responsibility for paying any fine or penalty you are given by a person in authority during use of the service;
  - Do not make any modification or change to the giving products and materials;
  - If case of breaking any of the products, XVENTURA will charge you the reparation cost. In case the product is damaged beyond repair, the value of the product at the time of purchase will be charged. The pricelist can be requested with XVENTURA at any time;
  - In case of loss, theft, accident or any other incident contact XVENTURA within 2 hours of its occurrence and provide a copy of the police report or certificate produced.
- 7.4. Conditions at the end of the activity with XVENTURA:
- Return the products in the same conditions as you received it in;
  - Be present when it is returned and sign a receipt stating you are in agreement with the inspection of the equipment;
  - Pay a penalty under certain circumstances, such as negligence in safekeeping resulting in its theft, loss of or damage to the anti-theft device or damage to the equipment.
- 7.5. In any case, the customer and any people part of his/her group state that they are aware of the rules inherent to the activity. The customer and any people part of his/her group state that they are covered by their own third-party insurance cover when performing the activity, the service consists off. The customer and any people part of his/her group state that they are the only persons responsible for the effects of carrying out the activity, both physical and mental, such as but not limited to any possible problem arising from illness, medication or a disability of any kind that could affect their safety. XVENTURA thus does not accept any liability for damages and injuries caused to users of the services and third parties during the use of such services.
- 7.6. In any case, XVENTURA liability in any cases of breach of contract attributable thereto shall be limited to the price paid for the services the claim concerns.

## **8. CANCELLATION**

- 8.1. A cancellation needs to be in writing to [info@XVENTURA.com](mailto:info@XVENTURA.com). Refunds, if applicable, will be done in the same way as the payment and take between 10 to 15 business days.
- 8.2. As a group when booking through our customer service or directly on the website, you are free to cancel or modify your booking up to 48 hours with no extra charge, unless otherwise indicated in writing by XVENTURA at the moment of the booking. After 48 hours cancellations, receive a 0% refund of the total amount of the booking.
- 8.3. If groups don't show up for the activity, they have no right to get a refund. XVENTURA can decide to refund in special cases.
- 8.4. For groups larger then 30 people, when booking through our customer service or direct on the website, the following is applicable to cancellation or modifications of your booking:



- a. Up to 5 days in advance, you will receive a 100% refund;
- b. Up to 48 hours in advance, you will receive a 20% refund;
- c. Up to less than 48 hours in advance, you will receive a 0% refund.

Refunds if applicable, will be done in the same way as the payment and take between 10 to 15 business days.

- 8.5. For customized programs of any kind, the downpayment invoice of 50% is non-refundable.
- 8.6. For customized programs of any kind, when booking through our customer service or direct on the website, the following is applicable to cancellation or modifications of your booking:
  - d. Up to 14 days in advance, you will receive a 100% refund of the remaining 50%.
  - e. Up to 7 days in advance, you will receive a 70% refund of the remaining 50%.
  - f. Up to 48 hours in advance, you will receive a 20% refund of the remaining 50%.
  - g. Up to less than 48 hours in advance, there will not be a refund.Refunds if applicable, will be done in the same way as the payment and take between 10 to 15 business days.
- 8.7. For customized programs of any kind, the project management and material cost will not be refunded. If the client cancels the activity, XVENTURA will make a cost calculation of the cost up to the point of cancellation. If the costs are higher than the downpayment invoice, there will be an additional invoice send. If the costs are lower than the downpayment, there will be no refund. The downpayment is nonrefundable.
- 8.8. For customized programs of any kind, any modification to the starting time will result in an additional invoice for the overtime worked by the XVENTURA team. Changing the starting time of delaying the starting time last minute, will result in an additional invoice.
- 8.9. In the event of bad weather or other cases of force majeure or act of God, another day/time will be arranged. XVENTURA will give an alternative date or time. Similar to the original date and time. If the client cannot comply with the new date or time, the activity will be cancelled, and the client will receive a 20% refund. The project management costs and materials will not be refunded. In case XVENTURA cannot give a suitable new date and time due to availability, the client will receive 100% refund.

## **9. RE-BOOKING**

- 9.1. If you want to re-book your reservation to a different day and/or time, you can do so without any costs up to 48 hours in advance.
- 9.2. If you want to re-book your reservation to a different day and/or time less than 48-hours in advance of the original reservation, you pay the re-book fee of €40,- ex VAT.
- 9.3. Re-booking has to occur within 6 months of the original reservation.

## **10. IMAGE RIGHTS**

- 10.1. XVENTURA remains the right to publish all pictures and videos taken during an XVENTURA activity or event by XVENTURA.
- 10.2. Images or video used in the website, social media or any other online publication can be altered upon request of the person in the picture. Please contact us via [info@XVENTURA.com](mailto:info@XVENTURA.com) if you have any objection and we will take your request into consideration.
- 10.3. Images used in hard copy print will not be changed upon request.



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