

in obtaining them, potentially at additional cost to the customer.

# Coddy Terms and Conditions of Sale

By the reservation, a contract is concluded between the customer and Coddy SRL, BE 0698 613 596, having its registered office at 36 Avenue de Tervueren, 1040 Brussels (Belgium) (hereinafter referred to as "Coddy"), according to the clauses of the General Conditions below (hereinafter referred to as "General Conditions").

## Article 1: Definitions

**Activity:** An activity is a team-building experience or school outing designed to be engaging and immersive, calling on a range of group skills.

**Organiser:** Coddy is a company that manages its own licences and creates its own Activities without depending on external partners for their use.

**Partners:** External entities or individuals with whom Coddy collaborates for the provision of complementary services or the animation of activities. These partners are selected according to quality and efficiency criteria defined by Coddy.

**Customer:** Any person, company or organisation who makes a booking for an Activity with Coddy. The customer is responsible for communication with Coddy and for compliance with the Terms and Conditions.

**Booking:** the confirmation by which the Customer attests, via the Coddy website, email, online chat, partner site, or telephone, his/her intention to participate in an activity organised by Coddy SRL, in accordance with these General Conditions. This booking implies full acceptance of the General Conditions.

## Article 2: Organisation of Activities

By confirming the booking in writing by email, the Customer receives the right to take part in the chosen activity, on the days, at the times and in the location specified, with a minimum number of 20 participants.

The number of participants may be adjusted up or down up to seven days before the event.

Coddy is responsible for the practical organisation of the activity, which includes, but is not limited to

- Preparing and launching the activity. For the Premium package, a host is present to launch the game, while for the Pro package, players launch the game themselves using their personal smartphone.
- Determining the site where the activity will take place and the configuration of the play stations, if applicable.
- Activities are generally carried out without the need for special authorisations from the relevant authorities. However, if such permits are required, Coddy can assist

## Article 3: Price and payment

**Prices:** The prices of the activities are indicated in the specific offer or on the Coddy website. These prices include all the services described for each offer (Pro or Premium) without additional charges for the use of personal equipment (participants' smartphones).

Coddy reserves the right to change prices at any time, but confirmed bookings will be honoured at the prices originally agreed.

**Booking Confirmation and Payments :** A deposit of 60% of the total price is required at the time of confirmation of the booking to ensure that the activity takes place under the agreed conditions and at the agreed price.

The remaining balance, i.e. 40% of the total price, must be paid no later than seven days before the date of the activity, adjusted according to the final number of participants confirmed by this deadline. This invoice will be referred to as the **Balance Invoice**.

**Changes by the Customer :** The customer may change the number of participants up to seven days before the activity. The customer is obliged to pay the price in accordance with the number of players planned, even if the actual number of participants is lower.

- If the number of participants is adjusted downwards, but remains above the required minimum of 20, the price will be recalculated accordingly and reflected in the **Balance Invoice**.
- Any reduction in the number of participants below the minimum required (20 participants) will be invoiced at the minimum number of participants.

If, on the day of the event, the number of participants turns out to be higher than the number forecast, an adjustment invoice will be issued to the Customer under the same conditions.

**Cancellations and refunds:** Cancellations made by the customer more than seven days before the event will allow a full refund of the deposit already paid.

For cancellations made less than seven days before the event, Coddy retains the deposit.

In the event of cancellation by Coddy, for whatever reason, a full refund, including the deposit, will be made.

**Payments and Late Payment Penalties:** Payments may be made by bank transfer, credit card or via the online payment platforms specified in the offer or invoice.

In the event of late payment, the first reminder letter is sent free of charge to the customer, who then has a further 14 days in which to settle the invoice.

For persistent delays after this deadline, the following penalties apply:

- **For a balance due ≤ EUR 150:** EUR 20 reminder fee.
- **For a balance due > EUR 150 and ≤ EUR 500:** Reminder fee of EUR 30 plus 10% of the amount exceeding EUR 150.

- **For a balance due > EUR 500:** Reminder fee of EUR 65 plus 5% of the amount exceeding EUR 500, up to a maximum of EUR 2,000 in total fees.

## Article 4: Provisions concerning the Health and Behaviour of Customers and Participants

**Health and Safety:** Participants must be in good physical and mental health to take part in the activities offered by Coddy. It is forbidden to participate in activities under the influence of alcohol, drugs or medication that could impair judgment.

Coddy reserves the right to refuse access to any person deemed unfit to participate safely in the activity.

**Behaviour of Participants:** Participants must behave in a responsible and respectful manner towards other participants, the moderators and all third parties involved.

It is forbidden to disrupt public order, to imitate actions that could be interpreted as threatening, or to commit acts that could be perceived as dangerous or illegal.

Participants are expected to follow the instructions given by the facilitators or by the game system itself throughout the activity.

**Use of Personal Equipment:** Participants are responsible for the correct use of their personal equipment (mainly smartphones) used in the games. Coddy is not responsible for any damage, loss or incorrect operation of personal equipment during the activity.

All equipment provided by Coddy for the activity must be used in accordance with the instructions given and returned in good condition. In the event of damage to or loss of the equipment supplied, the Customer will be held responsible and replacement or repair costs may be charged.

**Respect for the Premises:** Participants must respect the premises where the activities take place. Any damage caused to property, whether private or public, may result in financial penalties for which the Customer responsible will be invoiced.

## Article 5: Equipment

**Use of Personal Equipment:** Participants will use their own smartphone or personal device to participate in the activities. Coddy will not supply any electronic equipment but may, depending on the offer chosen, supply or arrange for partners to supply accessories or physical supports required for the activity.

Participants are responsible for fully charging their device and maintaining it in good working order during the activity.

**Supply of Materials by Coddy or Partners:** For certain activities, specifically those under the Premium offer, Coddy or its partners may supply additional materials required for the activity (e.g. physical game elements, tablets or smartphones, decorative accessories, etc.).

All equipment supplied by Coddy or its partners remains the property of the supplying entity and must be returned at the end of the activity

in the condition in which it was received, except for normal wear and tear. Participants will be responsible for any damage or loss of equipment during the activity and replacement or repair costs may be imposed.

**Liability for Damage:** In the event of damage to or loss of equipment supplied by Coddy or its partners, the customer will be held responsible and will have to cover the costs of replacement or repair.

Coddy and its partners will take the necessary measures to ensure that the material supplied is in good working order and suitable for its intended use. However, neither Coddy nor its partners will be responsible for technical interruptions or failures that are not directly attributable to defects in the material supplied.

**Instructions for use:** Clear instructions on the use of the equipment will be provided by Coddy or its partners before the start of the activity. It is imperative that all instructions are scrupulously followed by participants to ensure the safety and smooth running of the activity.

## Article 6: Duration and end of the activity

**Planned duration:** Each activity organised by Coddy is planned for a specific duration mentioned in the offer, on the website or when confirming the booking. Participants are expected to respect the allocated timing to ensure a smooth and organised experience.

**Punctuality:** Participants must arrive at the activity venue at least 15 minutes before the scheduled start time to enable the activity to begin in real time. Late arrivals may result in a reduction in game time, with no possibility of refund or extension.

**Extensions and Modifications:** Any request to extend the duration of an activity or to change the planned end date must be submitted to Coddy at least 48 hours before the start time of the activity for participants in the Premium package. For the Pro package, participants may start the activity at their convenience without prior notice, unless otherwise specified in the terms of the offer.

Acceptance of changes to the Premium package is at Coddy's discretion and may require a cost adjustment.

**Interruptions and Cancellations:** If the activity is interrupted due to unforeseen circumstances not attributable to Coddy or its partners, the Premium formula Customer will be able to reschedule on a new date at no extra cost, provided that Coddy is notified at least 48 hours in advance, except in cases of force majeure.

Coddy reserves the right to cancel or modify the terms of the activity for valid reasons and will inform participants as soon as possible.

## Article 7: Complaints

**Complaints Procedure:** Customers or participants who wish to make a complaint about an activity must do so in writing, addressed to Coddy, within seven working days of the date of the activity. The complaint must include precise details of the problem encountered and any relevant evidence (photos, videos, testimonials).

**Coddy's response:** Coddy undertakes to deal with all complaints in a professional manner and to provide a formal response within 14 working days of receipt of the complaint. This response may include proposals for resolution, partial or full refunds, or other compensation, depending on the nature of the complaint and the terms of the offer.

**Complaints follow-up:** Where further investigation is required, Coddy may extend the response time by up to 30 working days to ensure a full and fair analysis. Customers will be informed of any delay in the handling of their complaint.

**Complaints Resolution:** Coddy aims to resolve complaints to the satisfaction of the customer, based on fairness and good management practices. Final decisions on complaints will be taken in consideration of the evidence available, the testimonies of participants, and the terms and conditions of the activity.

## Article 8: Liability

**Liability Waiver:** The Customer warrants that each participant has appropriate liability insurance, including but not limited to family and health insurance, and, if applicable, that self-employed persons are in good standing with their Social Security. Coddy will not be responsible for any incidents or damage suffered which are not covered by such insurance.

If adequate insurance is not in place, the customer will be held solely responsible for any damage not covered.

**Liability of Participants:** Participants are jointly and severally liable for all commitments made under this agreement. This includes liability for any damage they may cause during the activity to property or to third parties.

Coddy will not be responsible for any safety or other legal violations committed by the client or participants. Participants are expected to follow all rules and instructions given for the activity in order to maintain a safe environment for all.

**Responsibility for Equipment Supplied:** Both Coddy and its partners who may supply equipment for the Activities warrant that such equipment is in good working order and fit for purpose. However, Coddy will not be liable for equipment failures that are not attributable to a failure to supply or a lack of proper maintenance on their part.

## Article 9: Cancellation

**Force Majeure:** Coddy endeavours to comply with all the provisions set out in this agreement, including services, staff, activities (including those provided by partners), and the general organisation of services. However, in the event of force majeure, such as strikes, extreme weather conditions, technical faults, accidents, or damaged equipment, Coddy reserves the right to cancel an activity or offer an alternative.

If an alternative is offered and the customer rejects it, Coddy will be released from any obligation to the customer in respect of that specific activity. In this case, the customer will not be entitled to any compensation or refund other than the opportunity to reschedule the activity on a new date at no additional cost.

**Cancellation by the customer:** If the customer wishes to cancel the activity, the following conditions apply:

1. Cancellation more than seven days before the activity: 100% refund of the deposit paid.
2. Cancellation less than seven days before the activity: the deposit and any other payments remain the property of Coddy, and no refund is possible. The activity may be rescheduled.

**Cancellation by Coddy:** In the event of cancellation by Coddy for reasons other than force majeure (for example, lack of participants or unavailability of partners), Coddy will offer either a full refund of all payments made or the possibility of rescheduling the activity at a later date, at the customer's discretion.

## Article 10: Privacy

**Use of Customer and Participant Data:** The Customer agrees that Coddy may use the photos, audio fragments and videos taken before, during and after the activity for promotional purposes.

The customer declares, on their own behalf and on behalf of the other participants, that they agree to their position being recorded during the activity and to the other participants being made aware of it, solely for the purpose of the activity and for the duration of the activity or until the equipment is returned.

The customer also declares that, for promotional purposes, the activity data, including the position of participants, may be tracked by third parties via the Internet. However, the identity of the customer and participants will not be revealed to third parties.

**Processing of Personal Data:** Coddy may only use the data of customers and/or participants for purposes related to the activity and insofar as this is necessary, and if this use is for the benefit of the customer, in accordance with the customer's instructions.

As an exception, Coddy :

1. a) Will not transfer personal data to third parties unless explicitly required or permitted by law;
2. b) Notify the customer of any obligation or request to communicate personal data to third parties;
3. c) Will not copy personal data, except for back-up purposes necessary for the provision of services;
4. d) Will not retain any personal data for longer than is necessary to carry out and monitor the activity;
5. e) Restrict access to data to Coddy employees who need the data in order to provide the services or carry out the activity, and who have undertaken to process the data in accordance with the applicable legislation.

**Right to Delete Data:** Coddy allows each participant to delete or anonymise their personal data via their customer account. This deletion can be carried out at any time and Coddy ensures that any deleted data is not retained unnecessarily.

## Article 11: Property rights

**Intellectual Property:** All intellectual property rights concerning the software used, the concept of the activities, the domain names, the names of the activities, the design of the activities, etc., remain the full property of Coddy. None of these properties may be copied, modified or used without prior authorisation from Coddy.

Any modification or creation of content exclusive to the customer during the activities remains the full property of Coddy. Coddy retains all rights, including unlimited geographical marketing rights, to this content. This applies regardless of the customer's specifications or bespoke requests.

**Restrictions on Modification:** Any transformation, modification or adaptation of Coddy's intellectual property without the express consent of Coddy is strictly prohibited. This includes, but is not limited to, software, game designs, graphic materials and text.

**Exclusivity of Content:** The content developed and provided for the activities by Coddy, including, without limitation, text, game scripts, graphics, and interactive interfaces, remains the exclusive property of Coddy. This content may not be used by other parties without Coddy's prior written permission.

## Article 12: Dispute resolution

**Applicability of Belgian Law:** In the event of any dispute concerning this contract, including its interpretation, application and questions of payment, Belgian law shall be exclusively applicable to govern such disputes.

**Competent Jurisdiction:** The courts of Brussels will have exclusive jurisdiction to judge any dispute between Coddy and a customer or participant. This specification ensures that any legal proceedings remain in a predictable and centralised jurisdiction, thus facilitating the management of disputes.

### Important details on conflicts :

**Prices:** The prices of Coddy's activities are explicitly stated on the specific offer or Coddy's website, including all the services described for each offer, with no additional charges for the use of personal equipment. Coddy reserves the right to change these prices at any time, but confirmed bookings will be honoured at the prices originally agreed.

**Booking confirmation and payments:** A deposit of 60% of the total price is required on confirmation of the booking to guarantee the activity. The balance of 40% must be paid seven days before the activity, adjusted to the final number of participants, and is documented in the **Balance Invoice**.

**Changes by the Client:** Customers may adjust the number of participants up to seven days before the activity. The final adjusted price will reflect these changes, but will not fall below the price for the required minimum of 20 participants.

**Cancellation and refund:** Customers cancelling more than seven days before the event will receive a 100% refund of their deposit. Cancellations less than seven days prior to the event will not receive a refund of the deposit. If Coddy cancels the activity for any reason, a full refund, including the deposit, will be made.

**Payment:** Payments can be made by bank transfer, credit card, or via online payment platforms. Late payment penalties will be applied to any amount outstanding after the specified due date.

## Article 13: Entirety of the Contract

### Completeness of the Contract :

These General Terms and Conditions, together with any quotations and Special Terms and Conditions explicitly approved in writing by Coddy, constitute the entire agreement between Coddy and the Customer. This contract supersedes any other prior agreement, communication or understanding between the parties relating to its subject matter.

**Validity of Clauses:** If one or more clauses of this contract are found to be invalid or declared as such by virtue of the law, a regulation or following a final decision by a competent court, the other clauses will retain all their force and scope, and the validity of the contract as a whole will not be affected.

### Modification of the Clauses :

No modification of the clauses of this contract will be effective without the written and explicit agreement of Coddy. Amendments must be drawn up and signed by authorised representatives of Coddy and the customer. This contract cannot be unilaterally modified in the customer's purchase order or any other document not expressly approved by Coddy.