

## **TERMS AND CONDITIONS**

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## **1. Introduction and Acceptance of Terms:**

1.1 Welcome to Winngoo Gala, a virtual celebration and event platform run by Winngoo Group Limited (“the Company”, “we”, “our”, or “us”). We are a company registered in England and Wales.

1.2 These Terms and Conditions (“Terms”) outline the binding agreement between the Company and any individual or entity (“you”, “your”, or “User”) who accesses, registers for, or takes part in any virtual celebration, event, workshop, or related service available through the Winngoo Gala Platform (“Platform” or “Service”).

1.3 By using the Platform, you confirm that you have read, understood, and agree to these Terms, along with our Privacy Policy, Cookie Policy, and any other guidelines or policies that may be added to the Platform occasionally.

1.4 These Terms apply whether you are:

- An Attendee (a participant or guest joining a virtual celebration or event).
- An Organizer (an individual or entity hosting, managing, or commissioning an event on the Platform).
- A Sponsor, Advertiser, or Partner promoting their brand or products through the Platform.

1.5 If you do not agree to these Terms, you must stop using the Platform and all related Services.

## **2. Purpose and Nature of the Platform:**

2.1 Winngoo Gala is a virtual celebration platform that enables online events, celebrations, and experiences such as:

- Corporate events and team-building activities,
- Educational and training workshops,
- Weddings, birthdays, anniversaries, and private festivities,
- Entertainment, performances, and showcases.

2.2 The Platform acts as a technology bridge that allows Organizers to create, host, and manage virtual events while Attendees can join these events online.

2.3 Unless stated otherwise, the Company does not produce, organize, or sponsor events. We provide the tools and technology for hosting virtual celebrations, while Organizers are responsible for the content, safety, and execution of their events.

### **3. Applicability of UK Law:**

3.1 These Terms are governed by the laws of England and Wales.

3.2 As a UK-based platform, the Company follows applicable laws, including:

- The Consumer Rights Act 2015,
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013,
- The Data Protection Act 2018 and UK GDPR,
- The Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”),
- The Electronic Commerce (EC Directive) Regulations 2002,
- The Companies Act 2006,
- Relevant common law principles of contract, tort, and equity.

3.3 Nothing in these Terms limits your rights as a consumer under UK law, and any provision that conflicts with these rights will be adjusted to comply with legal protections.

### **4. Definitions:**

For these Terms, unless the context suggests otherwise:

- “Account” means a registered profile created by a User on the Platform.
- “Attendee” refers to any User participating in an event as a guest or audience member.
- “Organizer” means any person or entity that hosts or commissions a virtual event on the Platform.

- “Event” refers to any virtual celebration, activity, or session made available via the Platform.
- “Services” collectively refers to all features, functionalities, technologies, and offerings provided by Winngoo Gala.
- “User-Generated Content” means any content or materials shared by a User during an Event or on the Platform.
- “Force Majeure Event” refers to situations beyond the Company’s control, such as natural disasters, pandemics, technical failures, or government restrictions.

## **5. Eligibility and Capacity:**

5.1 To use the Platform, you must:

- (a) Be at least 18 years old or the age of legal majority in your area;
- (b) Have the legal capacity to enter into binding contracts;
- (c) Follow all applicable laws and regulations in the UK and your local area.

5.2 If you register for a company, organization, or other entity, you confirm that you are authorized to bind that entity to these Terms.

5.3 The Company can deny access to the Platform or Services to anyone at its discretion, especially if there has been previous misuse or a breach of the Terms.

## **6. Nature of Agreement:**

6.1 These Terms constitute the entire agreement between you and the Company and replace all previous discussions, negotiations, or agreements, whether written or spoken.

6.2 Additional agreements may apply to specific events, such as sponsorship contracts, performer agreements, or vendor terms, and those agreements will be read alongside these Terms.

6.3 If there is a conflict between these Terms and additional agreements, the provisions of these Terms will take priority unless otherwise stated in writing and signed by the Company.

## **Account Creation, Registration, Ticketing & Payments**

### **7. Account Creation and Security:**

7.1 To access certain features of the Platform, including hosting or attending Events, you may need to create a User Account by providing accurate, complete, and current information.

7.2 You agree to:

- Provide truthful and up-to-date information during registration,
- Maintain and promptly update your information as needed,
- Keep your account credentials (username and password) secure,
- Not share your login details with anyone else,
- Be responsible for all activities that happen under your account.

7.3 If you suspect unauthorized use of your account, you must inform the Company immediately at [support@winngoogala.co.uk](mailto:support@winngoogala.co.uk) (designated email).

7.4 The Company can suspend, restrict, or terminate accounts if:

- Information provided is false, misleading, or incomplete,
- Accounts are used for illegal or unauthorized purposes,
- Accounts are compromised or involved in fraudulent activity.

7.5 Users acknowledge that accessing an account is a privilege, not a right. The Company can revoke access without liability if these Terms are misused or breached.

### **8. Registration for Events:**

8.1 You can register for Events through the Platform or through approved third-party payment processors or ticketing providers.

8.2 By registering for an Event, you agree to:

- Provide any required information accurately,
- Pay applicable fees according to the payment terms,
- Follow the rules, schedules, and participation requirements given by the Organizer or the Company.

8.3 Event registration is personal and cannot be transferred unless the Organizer gives written permission.

8.4 The Company may set participant limits on Events for technical or operational reasons. Access will be on a first-come, first-served basis, and no further registrations will be allowed once capacity is reached.

## **9. Ticketing and Fees:**

9.1 The Company may charge fees for access to Events, premium Services, or other features. These fees will be shown clearly at the point of purchase and may include applicable taxes (including VAT, where required).

9.2 Unless stated otherwise:

- All fees are in Pounds Sterling (GBP),
- Prices may change based on currency conversion rates for international users,
- VAT will apply in line with the Value Added Tax Act 1994.

9.3 Ticket prices may change at the Company's discretion. However, any changes will not impact confirmed and paid orders.

9.4 Promotional discounts, vouchers, or coupons may be offered occasionally. These offers have specific eligibility requirements and may be changed or removed without notice.

## **10. Payment Terms:**

10.1 Payments for tickets or services must be made using accepted methods on the Platform, which may include debit/credit cards, PayPal, Stripe, or other approved payment methods.

10.2 By providing payment information, you confirm that:

- You are authorized to use the payment method given,
- Your payment information is accurate and current,
- You will pay all charges incurred under your account.

10.3 All transactions are securely processed by third-party payment processors. The Company does not store your full payment card details but may retain some transaction data as required by UK GDPR and applicable payment security standards (including PCI DSS).

10.4 If your payment method is declined or unauthorized, the Company reserves the right to:

- Cancel or suspend your registration,
- Refuse future participation until all outstanding amounts are paid,
- Take legal action or pursue debt collection if needed.

## **11. Contract Formation:**

11.1 A legally binding contract forms between you and the Company (or between you and the relevant Organizer, if applicable) when:

- (a) You complete the registration process,
- (b) Your payment is processed successfully, and



(c) You receive a confirmation email or electronic receipt.

11.2 The contract allows you a limited right to attend the Event as described, always subject to these Terms and any extra rules from the Organizer.

11.3 The Company can reject or cancel any registration before confirmation. In this case, no contract will exist, and any payment made will be fully refunded.

## **12. Refunds and Cancellations:**

12.1 Consumer Rights Act 2015 & Consumer Contracts Regulations 2013: Under UK law, consumers typically have the right to cancel contracts for services within 14 days (the “cooling-off period”). However, if the service has already been provided in full (such as access to a live digital Event), your cancellation right may be lost.

12.2 Refunds follow these rules:

- If an Event is cancelled by the Organizer or Company, you will receive a full refund of the ticket price.
- If an Event is rescheduled, you can either attend the new date or request a refund.
- If you cancel your attendance voluntarily, refunds are not guaranteed and depend on the Organizer’s decision, unless statutory rights apply.

12.3 Refund requests must be sent in writing to [support@winngoogala.co.uk](mailto:support@winngoogala.co.uk) within 7 days of the scheduled Event date, unless stated otherwise in supplemental policies.

12.4 Refunds will be processed using the original payment method, and the Company is not responsible for any delays caused by third-party payment processors or banks.

12.5 Administrative or transaction fees may be deducted from refunds unless prohibited by law.

### **13. Rescheduling and Force Majeure:**

13.1 The Company and Organizers can reschedule or adjust Events if uncontrollable circumstances arise, including:

- Internet or server outages,
- Illness or unavailability of key performers,
- Government-imposed restrictions,
- Force Majeure Events such as natural disasters or pandemics.

13.2 If an Event is rescheduled, your registration will automatically transfer to the new date. If you cannot attend, you can request a refund in writing within 14 days of being notified.

13.3 The Company is not liable for any compensation, damages, or losses resulting from rescheduling or cancellation of Events, except where expressly stated.

## **Event Access, Technical Requirements & Participant Conduct**

### **14. Access to Virtual Events:**

14.1 After successful registration and confirmation, Attendees will receive a limited, non-exclusive, revocable right to access the Event via the Platform.

14.2 Access is usually provided through digital login credentials, unique event links valid for 24 hours, or embedded access codes. You agree not to:

- Share your login details with anyone,
- Allow others to join using your registration information,
- Attempt to bypass security measures or access restrictions.

14.3 The Company can revoke access at any time without refund if:

- Credentials are shared or misused,
- You engage in disruptive or unlawful behaviour,
- You violate these Terms or any additional Event rules.

14.4 Organizers and the Company may limit the number of devices or simultaneous connections per account.

## **15. Technical Requirements and User Responsibilities:**

15.1 You are responsible for having the necessary equipment, software, and internet connection to access and take part in Events. The minimum requirements may include:

- A reliable broadband internet connection.
- A compatible device (desktop, laptop, tablet, or mobile phone).
- Supported browser or app versions.
- Working audio and video hardware.

15.2 The Company will provide useful information about technical requirements before Events but will not be liable if you fail to meet those requirements.

15.3 You acknowledge that:

- The quality of your participation may vary based on your internet connection and equipment.
- The Company cannot guarantee uninterrupted access due to factors outside its control, such as ISP issues or hardware failures.
- You are responsible for protecting your own system from malware, viruses, or other harmful technologies.

The company will not be liable for small issues and will not take the responsibility for any kind of minor problems.

15.4 If the Company offers technical support, it is provided "as is" and without any warranty.

## **16. Platform Availability and Service Interruptions:**

16.1 While the Company tries to ensure reliable access, the Platform may be temporarily unavailable due to:

- Maintenance or upgrades.
- Technical outages.
- Conditions beyond the Company's reasonable control.

16.2 The Company will make reasonable efforts to inform you of planned downtime but does not promise uninterrupted availability.

16.3 If there are technical interruptions during a live Event:

- The Organizer may try to resume or extend the Event.

- The Company may, at its discretion, provide access to a recording or an alternative session.

- Refunds will not be provided solely due to temporary service interruptions unless required by law.

## **17. Participant Code of Conduct:**

17.1 You agree to behave in a respectful, lawful, and professional way when attending or taking part in Events. Prohibited behaviors include, but are not limited to:

- (a) Using threatening, abusive, or harassing language.
- (b) Disrupting an Event with excessive noise, spamming, or offensive behavior.
- (c) Sharing content that is defamatory, obscene, discriminatory, or illegal under UK law.
- (d) Uploading or transmitting material that infringes on others' intellectual property rights.
- (e) Promoting or soliciting unrelated products, services, or businesses during Events without prior permission.
- (f) Recording, photographing, or live-streaming Events without clear written consent from the Organizer or Company.

17.2 The Company and Organizers can remove or block any participant who engages in prohibited conduct without refund or compensation.

17.3 Organizers may have additional codes of conduct for specific Events, which will apply to all participants.

## **18. Moderation and Removal of Content:**

18.1 Events may include interactive features like live chat, polls, Q&A sessions, breakout rooms, or collaborative tools.

18.2 You acknowledge that:

- The Company may monitor, moderate, or remove User-Generated Content if it violates these Terms or applicable law.
- The Company is not required to review all content in real-time and does not guarantee the removal of all prohibited material.
- You are solely responsible for any content you post, transmit, or share during an Event.

18.3 Without limiting its rights, the Company may:

- Disable your ability to post or interact in chats.
- Remove offensive material.
- Suspend or terminate your access to Events.
- Report unlawful conduct to law enforcement or regulators.

## **19. Recording and Media Use:**

19.1 Events hosted on the Platform may be recorded by the Organizer or Company for purposes such as:

- Quality assurance.
- Post-event playback for registered participants.
- Marketing, promotional, or training use.

19.2 By participating in an Event, you grant the Company and the Organizer a non-exclusive, royalty-free, perpetual license to use your name, voice, likeness, and participation in any recordings, in accordance with applicable data protection laws.

19.3 You are strictly prohibited from:

- Recording or rebroadcasting any Event without prior written authorization.
- Using recordings for commercial gain, redistribution, or derivative works.
- Misrepresenting your participation or affiliation with the Company or Organizer.

19.4 If you do not want to appear in recordings, it is your responsibility to turn off your camera and microphone during events. However, your username, chat contributions, and attendance may still be captured.

## **20. Security and Misuse:**

20.1 You must not try to:

- Gain unauthorized access to the Platform, servers, or related systems.
- Introduce malicious software, viruses, or code.
- Conduct denial-of-service attacks or other disruptive activities.
- Exploit vulnerabilities or reverse-engineer the Platform.

20.2 Violating this clause may result in:

- Immediate suspension or termination of access.
- Civil claims for damages.
- Criminal prosecution under the Computer Misuse Act 1990 and related laws.

20.3 The Company implements reasonable technical and organizational measures to secure the Platform but cannot guarantee complete protection. You acknowledge that using the internet involves certain risks and agree to use the Platform at your own risk.

## **21. Ownership of Platform and Services:**

21.1 The Platform, including its software, source code, design, user interface, databases, audiovisual content, and all related technology, is and will remain the exclusive property of Winnadoo Group Limited or its licensors.

21.2 All content provided by the Company, including logos, trade names, trademarks, branding materials, digital artwork, videos, text, and event templates, is protected by:

- The Copyright, Designs and Patents Act 1988 (UK).
- The Trade Marks Act 1994 (UK).
- International copyright and trademark agreements, including the Berne Convention.

21.3 Nothing in these Terms will transfer any ownership rights of the Platform or its content to Users. Instead, you receive a limited, revocable, non-transferable license to access and use the Platform according to these Terms.

## **22. Restrictions on Use of Platform Intellectual Property:**

22.1 You may not use, without prior written consent from the Company:

- (a) Copy, reproduce, modify, or adapt any part of the Platform or its content.
- (b) Distribute, sell, sublicense, or lease access to the Platform.
- (c) Reverse-engineer, decompile, or disassemble the Platform's software.
- (d) Use the Company's trademarks or branding in any way that suggests endorsement without permission.
- (e) Create derivative works based on the Platform's services, templates, or features.

22.2 Unauthorized use of the Company's intellectual property may result in civil liability, injunctive relief, and, in cases of deliberate infringement, criminal penalties under UK law.



## **23. User-Generated Content:**

23.1 During Events, Users may upload, share, transmit, or display content (“User-Generated Content” or “UGC”), including text, images, audio, video, or other digital materials.

23.2 You keep ownership of any UGC you create and submit, subject to the following:

- By submitting UGC, you grant the Company and the relevant Organizer a worldwide, royalty-free, non-exclusive, sublicensable license to use, reproduce, distribute, publicly display, and create derivative works of your content related to the delivery, promotion, or marketing of the Platform and related Events.

- This license will remain in effect even if your account or participation in Events is terminated.

23.3 You warrant and represent that:

- You own or control all rights in the UGC you submit.
- Your UGC does not infringe any copyright, trademark, trade secret, or other proprietary rights of third parties.
- Your UGC is not illegal, defamatory, obscene, or otherwise objectionable under UK law.

23.4 You agree to indemnify and hold harmless the Company, its affiliates, and Organizers from any claims, damages, or liabilities arising from your UGC, including intellectual property infringement claims.

## **24. Use of Event Content by Organizers and Sponsors:**

24.1 Organizers may record, reproduce, or reuse Events hosted on the Platform. By attending an Event, you consent to the Organizer’s lawful use of that content for future distribution, in line with applicable data protection laws.

24.2 Sponsors and advertisers may show logos, brand messages, or digital banners during Events. Unless explicitly prohibited, participating in an Event may expose you to such commercial content.

24.3 The Company does not endorse or take responsibility for the intellectual property rights of third-party Sponsors, Vendors, or Organizers. Any disputes concerning third-party intellectual property must be settled directly with the relevant party.

## 25. Prohibited Content and Infringement Policy:

25.1 Users are strictly prohibited from submitting UGC that:

- (a) Infringes on copyright, trademark, patent, design right, or any other intellectual property right of another person.
- (b) Misappropriates confidential information or trade secrets.
- (c) Contains pirated, counterfeit, or unauthorized material.
- (d) Uses images, music, or video without proper licenses.

25.2 The Company operates a “notice and takedown” policy according to the Electronic Commerce (EC Directive) Regulations 2002. If you believe your intellectual property rights are infringed, please notify us in writing with:

- A description of the infringing content.
- Proof of your ownership.
- Your contact details.
- A declaration of your good faith belief that the use is unauthorized.

25.3 Upon receiving a valid notice, the Company may remove or disable access to the disputed content while the matter is investigated.

## **26. Event Recordings and Licensing:**

26.1 Unless expressly agreed in writing, Attendees will not acquire any ownership rights in Event recordings, slides, digital resources, or supplementary materials provided by Organizers or the Company.

26.2 Access to Event recordings (when provided) is for personal, non-commercial use only. You must not:

- Redistribute, resell, or sublicense Event recordings.
- Upload Event recordings to public platforms (such as YouTube, Facebook, TikTok) without authorization.
- Remove any copyright or trademark notices.

26.3 The Company and Organizers reserve the right to take legal action against unauthorized use of Event recordings.

## **27. Intellectual Property Rights of Third Parties:**

27.1 Some content shown during Events (such as music, films, literary works, or branded materials) may be licensed from third parties.

27.2 Users acknowledge that such third-party rights are protected and cannot be used outside the authorization for the Event.

27.3 When necessary, Organizers are responsible for obtaining appropriate performance licenses, such as:

- Public performance rights for music under the Copyright, Designs and Patents Act 1988.
- PRS for Music or PPL licenses (where applicable).
- Synchronization rights for audiovisual materials.

27.4 The Company is not liable if Organizers or Users fail to obtain necessary licenses for third-party intellectual property.

## **28. Data Protection Statement:**

28.1 The Company is dedicated to protecting the privacy and personal data of all Users, Attendees, and Organizers.

28.2 All processing of personal data is done in line with:

- The UK General Data Protection Regulation (UK GDPR).
- The Data Protection Act 2018.
- Relevant guidance issued by the Information Commissioner's Office (ICO).

28.3 For data protection purposes, the Company acts as the "Data Controller" regarding personal data collected through the Platform. In some cases, such as when an Organizer directly processes Attendee data, the Organizer may act as a separate Data Controller or as a Data Processor on behalf of the Company.

## **29. Categories of Personal Data Collected:**

The Company may collect and process these categories of personal data:

- (a) Identity Data – name, title, date of birth, gender, job title.
- (b) Contact Data – email address, phone number, billing address, postal address.
- (c) Account Data – username, password, login history, security settings.
- (d) Transaction Data – details of purchases, subscriptions, payment methods.
- (e) Event Participation Data – attendance records, chat logs, Q&A inputs, poll responses, breakout room activity, voice and video recordings.
- (f) Technical Data – IP address, device type, browser version, operating system, cookies, geolocation data.
- (g) Marketing Preferences – opt-ins to newsletters, promotions, or surveys.

### **30. Legal Basis for Processing:**

30.1 We will only process personal data if there is a lawful basis under Article 6 of the UK GDPR, including:

- Consent, where you explicitly opt in to marketing communications.
- Contract, where processing is necessary for a contract's performance (e.g., registering for an Event).
- Legal Obligation, where processing is required to meet laws (e.g., accounting or tax regulations).
- Legitimate Interests, where processing is necessary for the Company's business operations, as long as your fundamental rights are not overridden.

30.2 If we collect special category data (e.g., accessibility requirements, dietary preferences, health information), we will only process it under Article 9 of the UK GDPR and with your explicit consent.

### **31. Purposes of Data Processing:**

The Company may process personal data for the following reasons:

- (a) Registering, authenticating, and granting access to Events.
- (b) Delivering Event content, recordings, and additional resources.
- (c) Managing billing, payment processing, and preventing fraud.
- (d) Providing technical support, troubleshooting, and improving services.
- (e) Monitoring participation for engagement analytics.
- (f) Complying with legal and regulatory obligations.
- (g) Conducting direct marketing and promotional communication (subject to your opt-out rights).

## **32. Data Sharing and Disclosure:**

32.1 We may share personal data with:

- Event Organizers and Hosts to deliver Events.
- Service providers (IT support, payment processors, cloud hosting, video conferencing tools).
- Professional advisers (lawyers, auditors, accountants).
- Regulatory bodies, courts, or law enforcement agencies when required by law.

32.2 We will not sell data to third parties for unrelated commercial gain.

32.3 If we use third-party service providers, we will have contracts in place to ensure compliance with UK GDPR and international data protection standards.

## **33. International Data Transfers:**

33.1 We may transfer personal data outside the UK, including to places that do not offer the same level of data protection.

33.2 In these cases, the Company will ensure:

- Use of UK International Data Transfer Agreements (IDTAs) or Addenda to EU Standard Contractual Clauses.
- Appropriate safeguards and security measures.
- Users are informed of such transfers when necessary.

### **34. Data Retention:**

34.1 We will keep personal data only for as long as necessary for the purposes outlined in these Terms. Retention periods may differ based on:

- Legal obligations (e.g., tax or accounting laws requiring records for 6 years).
- Operational needs (e.g., keeping event attendance logs for quality review).
- Marketing and communication preferences.

34.2 When personal data is no longer needed, it will be securely deleted, anonymized, or archived according to industry best practices.

### **35. Data Subject Rights :**

Under the UK GDPR, you have these rights:

- (a) Right to Access – obtain confirmation on whether we process your personal data and request a copy of it.
- (b) Right to Rectification – request corrections to inaccurate or incomplete data.
- (c) Right to Erasure (“Right to be Forgotten”) – request deletion of personal data, subject to legal limitations.
- (d) Right to Restriction of Processing – request a temporary halt to processing under certain conditions.

- (e) Right to Data Portability – request that your data be transferred to another controller in a machine-readable format.
- (f) Right to Object – object to processing based on legitimate interests or for direct marketing.
- (g) Rights related to Automated Decision-Making – not to be subject to automated decisions that produce legal or significant effects.

35.1 To exercise these rights, you may contact the Company.

### **36. Cookies and Tracking Technologies:**

36.1 The Platform uses cookies, pixels, and similar technologies for purposes that include:

- Authentication and security.
- Remembering user preferences.
- Analytics (e.g., Google Analytics, event engagement metrics).
- Advertising and remarketing (based on consent).

36.2 By continuing to use the Platform, you consent to cookies in line with the Company's Cookie Policy.

36.3 You can manage cookie preferences through your browser settings or opt-out options on the Platform. However, disabling some cookies may affect functionality or access to Events.

### **37. Data Security:**

37.1 The Company takes reasonable technical and organizational steps to protect personal data, including:

- Encrypting data during transfer and at rest.



- Using secure servers and firewalls.
- Implementing multi-factor authentication for administrative access.
- Conducting regular penetration testing and vulnerability scanning.

37.2 Even with these measures, no system is completely secure. You acknowledge the risks of sending personal data over the internet and understand that the Company cannot be held liable for unauthorized access beyond its control.

### **38. Children and Data Protection:**

38.1 The Platform is not designed for children under 16 years old without parental consent.

38.2 If an Event is aimed specifically at children, we will put additional safeguards and consents in place as required by the age Appropriate Design Code (Children's Code).

### **39. Complaints and Supervisory Authority:**

39.1 If you are unhappy with how the Company handles your personal data, first contact the Company.

Payments, Fees, Cancellations & Refunds

### **40. General Principles of Payment:**

40.1 All fees for access to Events, subscriptions, or extra services must be paid in full before the Event starts, unless we agree otherwise in writing.

40.2 Payments can be made using accepted methods, which may include:

- Credit or debit cards.

- Digital wallets (e.g., Apple Pay, Google Pay).
- Bank transfers.
- Third-party payment processors allowed under the Payment Services Regulations 2017.

40.3 By providing payment details, you confirm that you are authorized to use the selected method and that you have enough funds to cover the transaction.

#### **41. Currency, Pricing, and Taxes:**

41.1 Unless stated otherwise, all prices are in Pounds Sterling (GBP) and include UK taxes, such as VAT.

41.2 The Company can change prices at any time. These changes will not affect completed purchases but may apply to future Events or subscriptions.

41.3 Organizers who set their own Event fees are responsible for handling tax obligations, including VAT registration, collection, and remittance.

#### **42. Invoicing and Receipts:**

42.1 After payment, you will receive a confirmation email and an electronic receipt or invoice that includes:

- The Event or service you purchased.
- The total amount paid.
- Applicable VAT or taxes.

- The date of payment and transaction reference.

42.2 Invoices will be issued according to UK VAT regulations. You should keep copies of invoices for your records.

### **43. Consumer Rights and Cancellation (UK Law):**

43.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are a consumer, you may have the right to cancel your purchase within 14 days of entering the contract (“Cooling-Off Period”). This is subject to the following conditions:

- If the Event has been accessed, attended, or started during the Cooling-Off Period, you waive your right to cancel.
- If digital content is available immediately upon purchase, you agree to forfeit the right to cancel once access has been granted.

43.2 To request a refund under statutory cancellation rights, you must submit a written request to the Company within the Cooling-Off Period.

### **44. Company’s Refund Policy:**

44.1 In addition to your statutory rights, the Company may have a discretionary refund policy, which may include:

- Refunds for Events cancelled by the Organizer or Company without a rescheduled alternative.
- Partial refunds when technical issues on the Company’s side seriously affect access to an Event.
- No refunds for dissatisfaction due to technical problems on the Attendee’s end (e.g., poor internet connection, outdated software).

44.2 Refunds will usually be processed using the same payment method used for the purchase. Processing times may vary based on your bank or payment provider but will not exceed 14 working days from the approval date.

#### **45. Rescheduling and Substitutions:**

45.1 If an Event is postponed, you will be promptly notified and given the option of:

- Access to the rescheduled Event, or
- A full refund if you cannot attend the new date.

45.2 If you cannot attend an Event, some Organizers may allow you to substitute another Attendee, subject to prior written notice and any necessary security checks.

#### **46. Non-Payment and Chargebacks:**

46.1 If a payment is declined, reversed, or charged back:

- The Company can suspend or terminate your access to the Platform or Events.
- You may incur administrative fees and recovery costs.
- The Company may take legal steps to recover unpaid amounts.

46.2 Repeated chargebacks or fraudulent transactions may lead to a permanent suspension of your account.

#### **47. Disputed Payments:**

47.1.1 If you think a payment was made by mistake, you must inform the Company within 30 days of the transaction.

47.2 The Company will look into disputed payments and may ask for supporting evidence, such as bank statements or receipts.

47.3 While the investigation is ongoing, the Company may suspend access to the disputed funds, but will try to resolve disputes quickly and fairly.

#### **48. Promotional Codes and Discounts:**

48.1 Occasionally, the Company may provide promotional codes, vouchers, or discounts. These are subject to:

- Clear expiry dates.
- Non-transferability.
- Limits on use per customer.

48.2 Promotional offers may not be combined with other discounts unless specifically allowed.

48.3 Misusing promotional codes, such as reselling, duplicating, or sharing without permission, may lead to transaction cancellation and account suspension.

#### **Liability, Disclaimers & Indemnities**

##### **49. General Disclaimer of Warranties :**

49.1 The Platform and all Events are offered on an “as is” and “as available” basis.

49.2 To the greatest extent allowed by law, the Company disclaims all warranties, both expressed and implied, including but not limited to:

- Merchantability.
- Suitability for a particular purpose.
- Accuracy, reliability, or completeness of content.
- Non-infringement of third-party rights.

49.3 The Company does not guarantee that:

- The Platform will be uninterrupted, secure, or error-free.
- Events will meet your expectations or achieve desired outcomes.
- Technical issues will be resolved quickly or without interruptions.

## **50. Liability Under UK Consumer Law:**

50.1 Consumers maintain their legal rights and remedies related to digital content, including rights under the Consumer Rights Act 2015 regarding:

- Digital content being of satisfactory quality.
- Content being suitable for its purpose.
- Content matching its description.

50.2 If digital content from the Company causes damage to your device or digital environment due to the Company's lack of reasonable care and skill, you may be eligible for repair, replacement, or compensation.

## **51.1 The Company is not liable for:**

- (a) Loss of profits, revenue, or expected savings.
- (b) Business interruption or loss of contracts.
- (c) Loss of goodwill or reputation.

(d) Loss or corruption of data.

(e) Indirect, special, or consequential loss or damage.

51.2 These exclusions apply regardless of the legal basis (contract, tort, negligence, misrepresentation, breach of statutory duty) by which the claim arises, to the maximum extent allowed by law.

## **52. Third-Party Content and Services:**

52.1 The Platform may feature third-party content, advertisements, or links. The Company does not endorse, guarantee, or take responsibility for such content.

52.2 Any interactions with third-party Organizers, Vendors, or Sponsors are solely between you and that third party.

52.3 The Company is not liable for:

- The accuracy or reliability of third-party materials.
- Goods or services offered by third parties.
- Losses from reliance on third-party statements.

## **53. Force Majeure:**

53.1 The Company is not liable for any delay or failure to meet obligations caused by events beyond its control, including but not limited to:

- Natural disasters.
- Power outages or internet disruptions.
- Industrial disputes.

- Government actions or regulations.
- Epidemics, pandemics, or public health emergencies.

53.2 If a Force Majeure Event occurs, the Company may suspend or cancel affected Events without liability but will make reasonable efforts to reschedule or offer alternatives.

#### **54. Indemnities:**

54.1 You agree to protect, defend, and hold harmless the Company, its affiliates, directors, employees, and agents from any claims, damages, liabilities, costs, and expenses (including legal fees) resulting from:

- Your violation of these Terms.
- Your misuse of the Platform or participation in Events.
- Violations of third-party intellectual property rights through your User Generated Content (UGC).
- Unlawful, offensive, or inappropriate behaviour during Events.

54.2 Organizers also agree to protect the Company from claims arising from:

- Misrepresentations about their Events.
- Violations of consumer protection or advertising laws.
- Failing to obtain necessary intellectual property licenses.

#### **55. Exclusion of Business Losses:**

55.1 If you use the Platform or Events for business purposes, you recognize that consumer protections may not apply.



55.2 In such cases, the Company is not responsible for business-related losses, including but not limited to:

- Opportunity costs.
- Disruption of business operations.
- Decrease in enterprise value.

## **Termination, Suspension & Account Closure**

### **56. Termination by the User :**

56.1 You can terminate your account with the Company at any time by:

- Submitting a request through your account settings.
- Contacting customer support in writing.

56.2 Termination does not entitle you to a refund for any fees already paid, unless required by law.

56.3 After termination, you'll lose access to:

- The Platform and all Events you've purchased or subscribed to.
- Any content, chat history, or digital materials linked to your account.

56.4 The Company may keep limited personal data for legal, regulatory, and compliance reasons as set out in Part E (Data Protection).

### **57. Suspension by the Company :**

58.1 The Company may suspend or restrict access to your account, with or without notice, if it reasonably believes you have:

- (a) Violated these Terms or any specific Event rules.
- (b) Misused the Platform or engaged in fraud.
- (c) Infringed intellectual property or data protection laws.
- (d) Engaged in abusive, discriminatory, or unlawful behaviour during an Event.
- (e) Not made timely payments for services.

57.2 Suspension may be temporary or permanent, depending on the severity of the violation.

57.3 During suspension:

- You may not access Events, recordings, or resources.
- Fees already paid will not be refunded unless required by law.

58. The Company may also terminate accounts for prolonged inactivity, such as 24 months without logging in, but will provide notice by email.

58.1 Upon termination, all rights given to you under these Terms will end immediately.

## **59. Termination of Organizers:**

59.1 Additionally, Organizers may have their accounts terminated if:

- Events are consistently canceled without a valid reason.
- Refund responsibilities are repeatedly ignored.
- Organizers do not follow UK consumer protection laws, including the Consumer Rights Act 2015 and the Consumer Protection from Unfair Trading Regulations 2008.

60. Terminating an Organizer account may lead to removal of all related Event listings and loss of access to revenue held by the Company, subject to Attendees' legal rights.

## **61. Consequences of Termination:**

61.1 After termination or suspension:

- Access to your account, Events, and content will stop immediately.
- Any outstanding fees or liabilities to the Company will be due right away.
- The Company may delete or restrict access to User Generated Content according to its data retention policies.

61.2 Termination will not affect any accrued rights or obligations of either party, including rights to payment, indemnification, or limitation of liability.

## **62. Appeal and Review Process:**

62.1 If your account is suspended or terminated, you may appeal in writing to the Company within 14 days of being notified.

62.2 Appeals must include:

- Your account details.
- Reasons for the appeal.
- Supporting evidence.

62.3 The Company will review appeals in a reasonable timeframe and may decide to:

- Reinstate the account.
- Uphold the suspension or termination.
- Impose other penalties (such as restrictions on participation).

62.4 The Company's decision on appeals is final and does not affect your rights under UK consumer law.

## **Governing Law, Jurisdiction & Dispute Resolution:**

### **63. Governing Law :**

63.1 These Terms and any disputes or claims (including non-contractual disputes or claims) related to them will be governed by the laws of England and Wales.

63.2 If Users are outside the UK, local consumer protection laws in your country may also apply, but this does not change the application of English law as the main governing law of this Agreement.

### **64. Jurisdiction:**

64.1 You agree that the courts of England and Wales will have exclusive authority to settle any disputes or claims (including non-contractual disputes or claims) related to these Terms, subject to Clause 69 (Alternative Dispute Resolution).

64.2 If you are a consumer living in another part of the UK (Scotland or Northern Ireland), you can also bring claims in your local courts.

64.3 If Organizers are established or located outside the UK, any legal actions must still be taken in the courts of England and Wales unless agreed otherwise in writing.

### **65. Arbitration Option for Commercial Users :**

65.1 For disputes involving Organizers or business Users (not consumers), the Company may send disputes to binding arbitration under the rules of the London Court of International Arbitration (LCIA).

65.2 The arbitration location will be London, and the arbitration language will be English.

65.3 The arbitration panel will consist of one arbitrator chosen according to LCIA rules, unless the complexity of the dispute justifies three arbitrators.

65.4 Arbitration outcomes will be final and binding for both parties, with no right of appeal except as outlined by the Arbitration Act 1996.

#### **66. Limitation Period for Claims :**

66.1 Any claim or legal action related to these Terms must be initiated within two (2) years from the date the issue occurred, unless UK statutory law requires a longer period.

#### **67. Injunctive and Equitable Relief :**

67.1 Nothing in these Terms prevents the Company from seeking urgent temporary relief (like injunctions or specific performance orders) from the courts of England and Wales to protect its intellectual property rights, confidential information, or the Platform's integrity.

67.2 These remedies are in addition to other rights or remedies available under law.

#### **68. International Users:**

68.1 If you access the Platform from outside the UK, you must ensure your use complies with local laws and regulations.

68.2 The Company does not guarantee that the Platform or Events are appropriate or legal to use in other places.

68.3 To the greatest extent allowed, you agree that disputes will be decided exclusively under the laws and jurisdiction of England and Wales, as stated above.

## **Miscellaneous & Final Provisions :**

### **69. Assignment and Transfer:**

69.1 You cannot assign, transfer, or sub-license your rights or obligations under these Terms without the prior written approval of the Company.

69.2 The Company may assign or transfer its rights and obligations under these Terms, fully or partially, to any affiliate, successor, or buyer without notice, as long as it does not significantly reduce your rights as a consumer under UK law.

### **70. Severability:**

70.1 If any part of these Terms is found to be invalid, unlawful, or unenforceable by a court, that part will be removed from the rest of the Terms.

70.2 The remaining parts will continue to be valid and enforceable, and the invalid part will be adjusted to the minimum extent needed to make it valid.

### **71. Entire Agreement:**

71.1 These Terms, along with:

- The Cookie Policy,
- Any specific terms or conditions for Events,

make up the entire agreement between you and the Company, replacing all previous agreements, discussions, or understandings, whether oral or written.

71.2 No statements, representations, or promises by the Company, its employees, or agents will be binding unless explicitly listed in these Terms.

## **72. Notices :**

72.1 All notices under these Terms must be in writing and sent by:

- Email to the registered email address of the User; or
- Post to the registered address of the Company.

72.2 Notices will be considered received:

- Immediately, if sent by email (unless not delivered).
- Two working days after posting if sent by first-class post within the UK.

## **73. Third-Party Rights :**

73.1 No one besides the parties to these Terms has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision.

73.2 This does not affect any rights or remedies available apart from the Act.

## **74. Language:**

74.1 These Terms are written in English. If translated into another language, the English version will take precedence in case of any inconsistencies.

## **75. Headings :**

75.1 The headings in these Terms are for convenience only and do not affect their meaning.

## **76. Modifications to the Terms :**

76.1 The Company may change or update these Terms periodically to reflect changes in:

- Applicable law or regulatory requirements.

- The operation of the Platform.

## 77. Contact Information

If you have any questions, complaints, or requests regarding these Terms, you may contact the Company at:

### **Winngoo Gala :**

- Registered Office: [Insert UK Office Address]
- Email: [Legal Contact Email]
- The Company is registered in England and Wales under company number [Number].