## TERMS & CONDITIONS - Tearaways | 2021

#### If you have any issues with your booking, please contact <u>tickets@yourdaysout.com.</u>

When visiting Tearaways Pet Farm & Activity Centre you agree to accept the following T&Cs:

# Please ensure you have booked your preferred date & time. Bookings are non transferable, non refundable.

Each customer must have a valid ticket.

There MUST be at least one adult ticket to accompany any child on the farm.

- Please print out your ticket or show on your phone to gain admission.
- Ticket is only valid for date and time slot booked. Under 18 month's Free Admission.
- We operate a self-supervised facility and parents & guardians are responsible for children in their care at all times.
- We take all reasonable steps to ensure Tearaways Pet Farm & Activity Centre is as safe as possible, but the nature of children's play means that accidents can occasionally happen. Children must be supervised by an Adult at all times and rules must be followed.
- No liability will be accepted for any injury, damage or loss while on these premises.

### Gift Cards / Loyalty Cards

If you booked your tickets with a Gift Card you MUST present a valid gift voucher on arrival or full amount is payable.

One FULL Loyalty card per child must be presented on arrival or full amount is payable.

### TERMS & CONDITIONS - YourDaysOut

YourDaysOut (YDO) is a Saas platfrom that provides a Site and Services to Premium Business Partners, acting as an agent between the Customer (the person using the website and/or purchasing a ticket) and the Organiser (the person who is selling the ticket).

The Organiser signs up with YDO as a Premium Business Partner and, via a login, is given access to the Site and Services on the platform whereby they have full control over the content of their Page.

YDO provides free access to the Site to the Customer. The Services available to the Customer are provided to the Customer pursuant to the User Agreement and YDO reserves the right to publish additional operating rules or policies from time to time.

Organisers, Customers and third parties using our Site and Services can be referred collectively as "Users," "you" or "your."

Users agrees to indemnify, defend (at YDO's request), and hold YDO, its parent, subsidiaries, affiliates, shareholders, officers, directors and employees, harmless from any claim or demand, including reasonable legal expenses, made or brought by any third party due to or arising out of the Users use of the Site or Services or any part thereof, or the violation of the User Agreements or any provision therein by the Users or the infringement or misappropriation by the User, or a third party using the Users's computer, of any account or password to access and/or use the Services, or the violation of any intellectual property rights of any person or entity, or the use or misuse by the User or third parties of the User's passwords or accounts.

The Site and the Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. YDO is a development site, constantly updating and improving the Site and the Services, which at times can result in down-time, although every effort will be made to provide the Site and Services for 100% of the time.

YDO is not liable for any delays, delivery failures, or other damage resulting from delays.

YDO acts as a data processor on behalf of the Organiser (data controller). Any information or data, transactional or otherwise, about the Organiser's customers (the Data) which the Organiser obtains through the customer purchasing tickets on YDO, is the property and the responsibility of the Organiser and shall be stored by YDO only for the exclusive use of the Organiser.

YDO is not the organiser or owner of the events listed on the Site. Rather, YDO provides its Services, which allow Users to create events, manage ticketing and registration and promote their events. The Organiser is solely responsible for ensuring that any page displaying their event on the Services (and the event itself) meet all applicable local, state, provincial, national and other laws, rules and regulations, and that the goods and services described on the event page are delivered as described and in an accurate satisfactory manner. Customers must use Stripe payment processing when purchasing a ticket and YDO.

If you wish to transfer tickets to an event you have purchased on YDO, please contact the Organiser of the event.

As all transactions are between an Organiser and its respective attendees, YDO asks that all Customers contact the applicable Organiser of their event or activity with any refund requests. Refunds from event organisers may include the value of the ticket, less any booking and processing fees, which will constitute full renumeration.

Keep this ticket in a safe place, as you would money or a regular ticket. YourDaysOut or the organiser do not accept any responsibility for loss or damage to your ticket. YourDaysOut or the organiser, are not responsible for any inconvenience caused by unauthorised duplication. In the event that duplicate copies appear, the organiser/venue reserves the right to refuse entry to all ticket holders and may refund the original purchaser the value of the ticket, less any admin and processing fees, which will constitute full renumeration. The event date and time is subject to change without notice. Management reserves the right to refuse admission.