

## Terms of Use City Challenge B.V.

### 1. Definitions

1.1 These Terms of Use (hereinafter Terms) use the following definitions:

- a) City Challenge B.V. (hereinafter City Challenge), a company based on de Kanaalweg 15G-L, 3526 KL Utrecht, which facilitates the application (game) 'City Challenge' or 'City Challenge Amsterdam'.
- b) User: the User who purchase the Ticket or rents the game (with associated rented Tablet and possible charger) at the Point of Purchase:
- c) Point of Purchase: The Hostel or Ticket Office which provides the Tablets (and chargers) or sells the Ticket.
- d) Equipment: the Equipment required for the implementation of the Agreement provided to the User by the Point of Purchase, including: Tablet(s) and charger(s), and the game, or the application, on the Tablet.
- e) Ticket: ticket for the game purchased by the User at the Point of Sale. This Ticket allows the User to pick up and return the Tablet (and charger) from the Ticket Office indicated on the map on the specified date.
- f) Delivery: the actual provision of the rented Equipment to the User.
- g) Appendix A 'Form for declaration' is an integral part of these Terms.

### 2. Applicability

- 2.1 These Terms apply to all services and Equipment performed and provided by City Challenge, including providing Tablets and chargers and associated instructions, as well as all agreements, correspondence and suchlike of City Challenge.
- 2.2 Deviations from these Terms are only valid if explicitly agreed in writing. If the User accepts the rental agreement (the Agreement) without comment, this counts as acceptance of the applicability of the Terms of City Challenge. The Terms also apply to agreements with the User for which third parties are engaged for its implementation, whether or not in employment.
- 2.3 In case of conflict between the provisions of these Terms and the terms of the Agreement, the provisions in these Terms shall prevail.
- 2.4 If one or several (parts of) provisions of these Terms become void or nullified, the remaining provisions shall remain in full force and the void or nullified provision(s) of these Terms shall be replaced by (a) new, legally permissible provision(s). The purpose and intent of the original invalid or unenforceable provision(s) shall be observed as much as possible.
- 2.5 If uncertainty exists regarding the interpretation of one or more provisions of these Terms, or if a situation occurs between parties which is not governed by these Terms, explanation shall take place and 'the spirit' of these provisions and the Terms respectively shall be observed.
- 2.6 If City Challenge allows tacit deviation from these Terms, this will never detract from its right to demand immediate and correct compliance with the Terms. The User never derives any rights if City Challenge does not always require strict compliance with these Terms.
- 2.7 City Challenge reserves the right to modify and/or supplement these Terms. Minor modifications are valid without acknowledgement of the User. Other modifications will be communicated to the User.

### 3. Conclusion of the Agreement with the User

- 3.1 The Agreement between City Challenge and the User is concluded when the User signs the Agreement and pays the amount, including deposit.
- 3.2 After the payment transaction, which must be done by debit card, for renting the equipment with the corresponding game, the User can no longer withdraw the purchase.
- 3.3 Providing an email address and country of origin is not required. The email address is used to provide the results of the game, newsletters and payments. This subscription can be cancelled at any time.
- 3.4 City Challenge cannot be held to the Agreement if the User reasonably understands or should understand that the Agreement or any part thereof contains an obvious mistake or error.

### 4. Delivery and implementation of the Agreement

- 4.1 After payment of the rent and the deposit and signing the completed rental agreement (with the exception of the option to fill in an email address), the User is provided with a Tablet (possibly with charger) by a Ticket Office, or with a Ticket by the Hostel, with which the User can pick up the Tablet (and charger) from the Ticket Office indicated on the Agreement on the indicated date.
- 4.2 The User is required to return the provided Tablet (and charger) before 20:00 to the Point of Purchase indicated on the Agreement on the specified date. The User will be refunded the deposit if the Tablet (and possible charger) is/are returned undamaged and in time. The deposit will be returned to the account from which it was withdrawn.
- 4.3 The User must inspect the provided materials. The User must check if the provided equipment is undamaged and in working order. The User should at least verify if the Tablet can be turned on. If this is not the case, the User must report this to the Point of Purchase of City Challenge as soon as possible.
- 4.4 The risk of the Equipment, including loss, damage or loss of value, is transferred to the User when the Equipment is legally and/or factually transferred to his power, or to any third party designated by the User.

- 4.5 The implementation of the Agreement is solely for the benefit of the User. Third parties cannot derive any rights from the Agreement.
5. Obligations and liability of the User
- 5.1 The User is responsible for the rented equipment, and should make all reasonable efforts to ensure that the Equipment is returned to the Point of Purchase in its original state. If damage to the Equipment is attributable to reckless or imprudent behaviour or intent of the User, the User shall be required to pay compensation. This compensation may amount to € 200,-, depending on the severity of the damage:
- Slight fall and impact damage such as dents, scratches or other small surface defects. Compensation to be paid by the User: € 50,-
  - Severe fall and impact damage, including broken screen, broken buttons or deep scratches. Compensation to be paid by the User: € 100,-
  - Very severe fall and impact damage which makes the equipment partially or completely unusable. Compensation to be paid by the User: € 200,-
  - Water damage which makes the equipment partially or completely unusable. Compensation to be paid by the User: € 200,-
- 5.2 If the damage cannot be attributable to the User but to third parties, the User must immediately ask for the personal details of the responsible person. This duty also includes verifying the details by means of an identity document. If the User does not have these details when returning the Equipment, he/she shall be responsible for the damages due to reckless or imprudent behaviour.
- 5.3 The User must report theft by a third party to the police. If the theft is attributable to careless handling of the User, the User must indemnify the Point of Purchase. This equates to paying the purchase price of the rented equipment. The following acts are regarded as careless, among others:
- Leaving the equipment unattended;
  - Storing the equipment in a place in view of a potential thief;
  - Not reporting the theft to the police.
- 5.4 If the User is guilty of theft, the User will be reported to the police. City Challenge will use of the details left at the Point of Purchase.
- 5.5 The User is not authorised to provide the rented Equipment to a third party. If the User provides the Equipment to a third party, the User will still bear the complete risk for theft and damages.
6. Reservation of ownership
- 6.1 City Challenge remains the owner of the rented Equipment made available to the User at all times.
7. Complaints and refund
- 7.1 If the game of the User is interrupted by a cause attributable to City Challenge, the User will be entitled to a new game with the accompanying Equipment. The User can also receive a refund if he/she does not want to play the game again. City Challenge will be in default when:
- A software problem interrupts or obstructs the game;
  - The rented equipment does not function properly due to poor maintenance.
- The User must immediately report the complaint when returning the Equipment, or contact the City Challenge Point of Purchase in advance. If the complaint is determined to be legitimate, the rental price and the deposit will be returned to the bank account from which it was withdrawn.
- 7.2 In addition to the circumstances described in Article 8.1, City Challenge will only return the rental price to the User in special circumstances, which will be reviewed on a case-by-case basis.
- 7.3 Complaints of a different nature must be made within a reasonable time after the User becomes aware, or should have become aware, of the facts on which the complaint is based, and should be submitted by email to [info@touristchallenge.com](mailto:info@touristchallenge.com). City Challenge aims to respond within 14 days. The User can also contact City Challenge by phone, but is not guaranteed to receive a response.
8. Liability of City Challenge
- 8.1 If City Challenge is found to be liable, this liability shall be limited by the arrangements in this provision.
- 8.2 If City Challenge is found liable with respect to the implementation of an agreement, this liability will at all times be limited to the rental amount and the deposit as specified in the rental agreement related to the implementation of the agreement resulting in the damages. In the interpretation of this Article and the following provisions, City Challenge also includes its employees and any third parties involved in the implementation of the agreement.
- 8.3 Executing the missions of the game, such as entering locations, taking pictures of objects, etc. will be at the sole risk and responsibility of the User. City Challenge is not liable for damages to the User or third parties incurred during the game, including direct and indirect damages, consequential damages, personal injury or property damage, damage caused by the incorrect and/or

improper use of the Equipment, unless the damage is directly attributable to intent or gross negligence by City Challenge and the User demonstrates he/she is not at fault.

- 8.4 City Challenge is always authorised to minimise or undo the damage of the User as much as possible, and the User will cooperate with this.
- 8.5 The User is obliged to minimise or, where possible, undo his/her damage as much as possible.
- 8.6 Without prejudice to the provision of Article 6:89 DCC, any claim for damages lapses one year after the Agreement has been implemented.

## 9. Force majeure

- 9.1 City Challenge is not liable in case of force majeure. City Challenge is not obliged to meet any obligation towards the User if City Challenge is hindered by a circumstance not caused by negligence, and which is not attributable to it under law, a legal action or generally accepted norms. As long as the period of force majeure lasts, City Challenge is entitled to suspend its obligations towards the User under this Agreement. The User will in this case not be entitled to terminate the Agreement.
- 9.2 The User cannot claim any compensation in case of force majeure.
- 9.3 Force majeure in these Terms shall mean, in addition to the corresponding meanings of law, jurisprudence and generally accepted norms, all external causes, foreseen or unforeseen, which cannot be affected by City Challenge, and due to which City Challenge is unable to fulfil its obligations. Illness, death, strikes or termination of affiliated persons or third parties engaged by City Challenge are included. City Challenge has the right to invoke force majeure if the circumstances that hinder the (further) fulfilment of the Agreement occur after City Challenge should have fulfilled its obligation.

## 10. Dissolution and suspension

- 10.1 City Challenge is entitled to dissolve or suspend (further) implementation of the Agreement if circumstances of such nature arise that fulfilment of the Agreement has become impossible, or if other circumstances mean that unaltered maintenance of the Agreement can no longer reasonably be required of City Challenge. If City Challenge decides to suspend or dissolve the Agreement, City Challenge will be in no way be liable to pay any resulting damages or costs. In the event the Agreement is dissolved or terminated, City Challenge can immediately reclaim the provided Equipment.

## 11. Intellectual property

- 11.1 The User is not allowed to make images, photographs, etc. of the game and reproduce and disclose these without the express prior written permission of City Challenge. Without express prior written permission of City Challenge, the User may not completely or partially copy, disclose, modify or hack the provided equipment, the application (the game) or the provided services, other than pursuant to these Terms, nor shall the User create a similar concept in the broadest sense of the word. This can result in a fine of € 25,000 Euro.
- 11.2 All intellectual and/or industrial property and similar rights in respect of equipment provided to the User by City Challenge belong exclusively to City Challenge or its licensors.
- 11.3 City Challenge acquires unlimited and perpetual ownership and usage rights with respect to all information and knowledge obtained by the User through playing the game or arising from the Agreement, including the right of resale (sub-license) to third parties or use for other services, including copyright on the pictures taken with the camera on the tablet by the User. The User hereby transfers this copyright to the pictures to City Challenge. This ownership also extends to game and location data stored for use, such as: results, statistics and improving the product/service. City Challenge may use the information for marketing and other commercial purposes, provided that no strictly confidential information of the User is disclosed to third parties. City Challenge shall never owe any compensation to the User in this respect.
- 11.4 If the User is aware of, or should have been aware of, a third party infringing on the rights referred to in this Article, the User is required to immediately inform City Challenge in writing.

## 12. Indemnification

- 12.1 City Challenge is entitled to engage third parties for the proper implementation of the Agreement. City Challenge is not liable for faults or negligence of such third parties, unless there is intent or gross negligence by City Challenge.
- 12.2 If these third parties wish to limit their liability related to the implementation of the Agreement with the User, City Challenge assumes and hereby confirms its powers to accept such limitation of liability on behalf of the User, if necessary.
- 12.3 The User indemnifies City Challenge of claims by third parties who suffer damages related to or arising from the Agreement with City Challenge.

## 13. Applicable law

- 13.1 All agreements between City Challenge and the User, including these Terms, are governed by Dutch law.
- 13.2 Disputes shall be resolved exclusively by the competent court in Utrecht, or by another legally competent court.
- 13.3 Having disputes heard by the court is seen as a last resort. A dispute shall only be submitted to the court if City Challenge and the User made all efforts to resolve their differences by mutual agreement.
- 13.4 If City Challenge starts legal proceedings (arbitration and binding advice included) for its claim, the User is required to pay the actual (court) costs involved with this procedure if the User is found to be (predominantly) unsuccessful.

14. Final provision

14.1 These Terms have been filed with the Chamber of Commerce under number 73733253.

14.2 These Terms shall remain in force if the name, legal form or ownership of City Challenge changes.

14.3 The last filed version or the version applicable when the Agreement was concluded shall always be applicable.

**Annex A**

Annex A 'Form for the declaration' is an integral part of these Terms.

Version April 2, 2019.

## Annex A