



STEAMFORGED CROWDFUNDING CAMPAIGN TERMS AND CONDITIONS

Effective as of 28 April 2020.

Please read the following important Terms carefully. By backing our project on Kickstarter and/or the Pledge Manager, you confirm that you agree to these Terms, and enter into a legally binding agreement with us. If you do not agree to these Terms, do not back our project.

You must be at least 18 years old to back our project. Please also see the delivery restrictions in clauses 4.3 and 10.1 of these Terms.

Do you need extra help?

If you would like this contract in another format (for example: audio, large print) please contact us using the contact details at the top of this page.

About Steamforged

We are a UK based developer and publisher of board games. Our titles include Guild Ball, Shadow Games, Godtear, Animal Adventures, Resident Evil™ 2: The Board Game, Dark Souls™: The Board Game, Dark Souls™: The Card Game, and Horizon Zero Dawn™: The Board Game. Our story started and continues on Kickstarter, where we raise funding for our creative projects.

How our campaigns work – an overview

Our campaigns begin on Kickstarter. The details of our current project are published on our Kickstarter campaign page of the project. That page also details our funding goal and the reward levels you can choose when backing our project on Kickstarter. The project will only be funded if it reaches its fundraising goal by the deadline published on the campaign's page.

But the campaign does not end there. If the Kickstarter stage of the campaign is successful, it will continue on a pledge manager platform (for example, Backerkit or CrowdOx). If you missed the Kickstarter deadline, you can still back our campaign on the pledge manager. Whether you are an early or late backer, you can also increase your original pledge and upgrade your reward and select add-ons on the pledge manager. You will need to confirm your reward and shipping address, and pay our shipping costs and any outstanding balances by the pledge manager fundraising deadline. When the project is completed and campaign rewards ready, we will commence shipping them to our backers.

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1 WHO WE ARE AND HOW TO CONTACT US

- 1.1. **Who we are.** When we say **we**, **us** or **our**, we mean Steamforged Games Ltd, a company registered in England and Wales under company number 09091884. You can find our website at <https://steamforged.com/>, and our webstore at <https://store-uk.steamforged.com/>. Our registered office is at Unit 1 Kestrel Road, Trafford Park, Manchester, England, M17 1SF. Our main trading address is at our registered office. Our VAT number is GB189304189.
- 1.2. **How to contact us.** If you wish to contact us for any reason, including because you have any questions, there is a problem with our campaign, you wish to complain or end your contract with us, you can contact us:
 - (a) by e-mail at <https://steamforged.com/support/contact>
 - (b) calling our customer support team at +441614290000; or
 - (c) by post to the address set out in clause **Error! Reference source not found.** above.

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2 CONTACTING YOU

- 2.1. **How we may contact you.** If we have to contact you, we will do so by e-mail using the contact details Kickstarter holds for you in your Kickstarter account when you back our campaign on Kickstarter, or as you may provide to us later.
- 2.2. **You must give us accurate information.**

It is your responsibility and a condition of your contract with us that you must provide us with your accurate and complete e-mail and shipping address and let us know as soon as any of these addresses change.

We need your email to keep you updated about the progress of the campaign and our project, and to send you important communication about your pledge and rewards. We need your shipping address to send your reward to you. We will not be liable to you if we are prevented from performing our contractual obligations as a result of your failure to comply with this condition.

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3 ABOUT THESE TERMS AND OUR CONTRACT WITH YOU

- 3.1. **What these Terms cover.** These are the terms and conditions (**Terms**) which govern our contractual relationship with you in respect of our crowdfunding campaign (**Campaign**). We run the Campaign on Kickstarter (a primary crowdfunding platform), and on a pledge management and secondary crowdfunding platform (for example, Backerkit or CrowdOx) (**Pledge Manager**). The purpose of the Campaign is to fund our creative project, the details of which are published on the Kickstarter page of our Campaign (**Project**).
- 3.2. **Why you should read these Terms.** Please read these Terms carefully and make sure that you understand them before backing our Project on Kickstarter or the Pledge Manager. These Terms set out



your legal rights and responsibilities, our legal rights and responsibilities, and certain key information required by law.

- 3.3 ***Our contract with you.*** By backing our Project on Kickstarter or the Pledge Manager, you confirm that you agree to these Terms, and enter into a legally binding agreement with us (see clauses 5.1(d) and 7.2(c)). If you do not agree to these Terms, do not back our Project.
- 3.4 ***The nature of our contract with you.*** Kickstarter and the Pledge Manager are not online shops, and our contract with you is not a sales contract. We are not selling goods or services to you. Instead, we are inviting you to pledge your financial support to fund our creative Project. You may do it in return for a reward (**Reward**) or by way of donation without a reward (**Donation**). We are not promising that the Campaign will be successful. When you make your pledge and select your preferred reward level option (**Reward Level**) you are not ordering something that already exists. You will need to confirm your choices and pay our shipping cost at a later stage. Even then, we cannot guarantee that the Project will definitely be completed or that it will be completed on time. If it is completed, your Reward will be shipped to you at that point, which is likely to be several months after you have made and fulfilled your Pledge. However, if the Campaign and the Project are successful, then you will have supported the creation of something new. If you pledged in return for a Reward, then you will also have received a product of the Project representing a good value for money in comparison with its retail release, and including Campaign exclusive items.
- 3.5 ***What is not covered in these Terms or our contract with you.*** You need to hold a Kickstarter account in order to back our Project. Your relationship with Kickstarter will be governed by Kickstarter's terms and conditions. Similarly, your use of the Pledge Manager will be subject to the Pledge Manager's terms and conditions. Kickstarter and the Pledge Manager use third party payment service providers (e.g. Stripe or PayPal) and the payment you make using their services will be governed by their terms and conditions. Our contractual relationship with you is separate from any contract you may enter into with any of those providers.
- 3.6 ***Language of these Terms.*** These Terms are only available in English. No other languages will apply to our Campaign.
- 3.7 ***Changes to these Terms.*** We may amend these Terms from time to time. Please see the top of this document to check when they became effective. Updated terms will apply to new campaigns but will not affect our relationship with you in respect of campaigns launched before the effective date of such new terms.

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4 THE ELIGIBILITY CRITERIA YOU MUST MEET

- 4.1 ***You must be at least 18 years old.*** You must be at least 18 years old to accept our Terms and back our Project.
- 4.2 ***You may only participate for non-business reasons.*** You may only back our Project under these Terms for your private, non-commercial purposes (that is purposes which are wholly or mainly outside your trade, business, craft or profession). If you wish to fund our projects for business purposes, please contact us using one of the methods set out in clause 1.2 of these Terms.
- 4.3 ***Delivery restrictions.*** We are unable to ship products to the territories listed in clause 10.1 of these Terms. If you reside in one of those countries, unfortunately, you are not eligible to back our Project.

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5 THE BACKING PROCESS ON KICKSTARTER (KICKSTARTER PLEDGES)

5.1 ***How to back the Project on Kickstarter.*** To back our Project, you must take the following steps:

- (a) read these Terms and ensure that you are happy to back our Project on these Terms;
- (b) on our Kickstarter Campaign page select either “pledge without a reward” to pledge a Donation, or your chosen Reward Level to pledge in return for a Reward, and enter the amount of money you wish to pledge to back our Project;
- (c) log into your Kickstarter account if you have one, or register for and log into your Kickstarter account; and
- (d) proceed to the Kickstarter’s checkout page, enter the required payment information and place your Pledge, at which point a legally binding contract will come into force between you and us.

5.2 ***What happens next.*** Once you have made your Pledge on Kickstarter:

- (a) Kickstarter (or its payment service provider) may pre-authorise or reserve a charge on your payment method for the amount of your Pledge but you will not be charged at that point; and
- (b) Kickstarter will email to you a confirmation of your Pledge; and
- (c) if the Kickstarter Campaign is successful, Kickstarter will charge the amount of your Pledge to your payment method on the expiry of the fundraising deadline published on the Kickstarter page of our Campaign (**Kickstarter Deadline**) and send you an email to confirm that; or
- (d) if the Kickstarter Campaign is unsuccessful, Kickstarter will inform you by email, you will not be charged, and neither you nor us will have any further obligations under this contract.

5.3 ***Confirmation number.*** Kickstarter will assign a pledge confirmation number to your Pledge and tell you what it is in the Pledge confirmation email. It will help us if you can tell us that number whenever you contact us about your Pledge.

5.4 ***The meaning of a successful campaign.*** The Kickstarter Campaign will be successful if it reaches its fundraising goal published on the Kickstarter page of our Campaign by the Kickstarter Deadline.

5.5 ***If Kickstarter cannot collect your Pledge.*** If Kickstarter is unable to collect your Pledge (for example, because your credit card expired before the Kickstarter Deadline and you have not provided updated information, or because there are insufficient funds on your credit card when Kickstarter attempts to charge your card), you must pay your Pledge to Kickstarter without undue delay and in any event no later than within 14 days from receiving Kickstarter’s or our notification informing you that the amount is due.

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6 OUR OBLIGATIONS IF THE KICKSTARTER CAMPAIGN IS SUCCESSFUL

6.1 ***Our obligations.*** If the Kickstarter Campaign is successful:

- (a) we will use our reasonable endeavours to complete the Project;
- (b) we will keep you updated on the progress of the Project by posting updates on the Kickstarter page of our Campaign;
- (c) if you made a Pledge in return for a Reward (rather than by way of Donation), we will contact you to seek your completion of our pledge management survey and make any outstanding payments (see clauses 7.4 to 7.6 for details); and



(d) if you made a Pledge in return for a Reward and the Project is completed, we will use our reasonable endeavours to fulfil and deliver your Reward to you (subject to your compliance with your obligations set out in clauses 2.2 and 7.5).

6.2 ***If the Project is not completed.*** Due to the nature of the Project (as explained in clause 3.4), despite our best efforts we might sometimes not be able to complete the Project as promised. If this happens, we will use our reasonable endeavours to remedy the situation, for example:

- (a) post an update that explains what work has been done, how funds were used, and what prevents us from finishing the Project as planned;
- (b) work diligently and in good faith to bring the Project to the best possible conclusion in a timeframe communicated to you and other backers;
- (c) demonstrate that we have used funds appropriately and made reasonable efforts to complete the Project as promised;
- (d) be honest, and make no material misrepresentations in our communication to you and other backers; and/or
- (e) offer to return any remaining funds to backers who made a pledge with a reward but have not received their reward (in proportion to the amounts pledged), or else explain how those funds will be used to complete the Project in some alternate form.

6.3 ***Timing of our performance.*** Except for the Kickstarter Deadline as published on our Kickstarter Campaign page, and the Pledge Manager Deadline as will be communicated to you later (see clause 7.5), any performance timescales set out in these Terms, published on our Kickstarter or Pledge Manager Campaign pages, or communicated to you otherwise, are estimates only and not deadlines. This is due to the nature of the Campaign and the Project (as explained in clause 3.4). We will not be in breach of our contract with you if we do not meet any such estimated dates or timescales.

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7 THE BACKING PROCESS ON THE PLEDGE MANAGER (PLEDGE MANAGER PLEDGES)

7.1 ***What happens after the Kickstarter Campaign ends.*** After the Kickstarter stage of our Campaign ends, we will import the Kickstarter Campaign information into the Pledge Manager and use it in order to:

- (a) manage backer's information and to fulfil their rewards (see clauses 7.4 to 7.6);
- (b) increase the funding of our Project by accepting Pledges from new backers (see clause 7.2); and
- (c) increase the funding of our Project by allowing existing and new backers to increase their Pledges (see clause 7.6).

7.2 ***Late backers: How to back the Project on the Pledge Manager.*** If you miss the Kickstarter Deadline, you can still back our Project on the Pledge Manager whilst the Campaign remains open for late backers (as will be communicated on our Campaign pages) by taking the following steps:

- (a) read these Terms and ensure that you are happy to back our Project on these Terms;
- (b) on our Pledge Manager Campaign page select either "pledge without a reward" to pledge a Donation, or your chosen Reward Level to pledge in return for a Reward, and enter the amount of money you wish to pledge to back our Project; and
- (c) proceed to the Pledge Manager's checkout page, enter the required payment information, place your Pledge, and pay the pledged amount, at which point a legally binding contract will come into force between you and us.

7.3 ***Late backers: What happens next.*** Once you have made your Pledge on the Pledge Manager:



- (a) we will email to you a confirmation of your Pledge; and
- (b) you must complete our Pledge Manager survey by the Pledge Manager Deadline (as explained in clauses 7.4 to 7.6).

7.4 ***Why we need you to complete the survey.*** We need certain information from you in order to be able to produce and deliver your Rewards to you. When the Kickstarter stage of our Campaign is finished, Kickstarter will let us know the amount you pledged, your name, email and address. However, we will not know exactly how you wish to allocate the pledged amount to Rewards. As the address you will have provided to Kickstarter might be out of date by the time of shipment of the Reward to you, we will also need you to verify your address. We may also need other information (for example, T-shirt size if it is part of your Reward). Finally, we need you to pay our shipping charges for the Rewards and any other outstanding balances. It is important that backers complete the survey by the time that the Pledge Manager Campaign closes (**Pledge Manager Deadline**), so that we know what and how many rewards to produce, and which of our international shipping hubs to send them to in order to make deliveries most time and cost efficient to both backer and us (as further explained in clause 10.4).

7.5 ***You must complete our survey.*** After the Pledge Manager's stage of the Campaign has started, we will send you an email through the Pledge Manager asking you to complete our Pledge Manager survey by the Pledge Manager Deadline set out in that email. For the reasons explained in clause 7.4 above,

it is your responsibility and a condition of your contract with us that you must complete the survey (including paying shipping costs and all outstanding balances) by the Pledge Manager Deadline.

Please also see clause 2.2, which stipulates that the addresses you give us must be accurate, complete and up-to-date. If you fail to comply with these conditions, we may:

- (a) withhold your Reward and end our contract with you (and clause 13.3 will apply); or
- (b) make an additional charge of a reasonable sum to compensate us for any extra work that is required, including costs we incur as a result; and
- (c) we will not be responsible for supplying your Reward late or not supplying any part of it if this is caused by you not giving us the information we need or paying the shipping costs and outstanding balances by the Pledge Manager Deadline.

Please also see clause 10.4.

7.6 ***How to complete our Pledge Manager survey.*** When you receive our Pledge Manager survey:

- (a) you must confirm your chosen Rewards (which means allocating your existing Pledge amount to the rewards listed in the survey); or
- (b) alternatively, you may upgrade your Reward Level by increasing your existing Pledge amount, and must confirm how you wish to allocate that amount to rewards listed in the survey; and
- (c) you may increase your Pledge amount by adding optional extras (add-ons) to your Reward from the list provided in the survey; and
- (d) you must verify your shipping address; and
- (e) the survey will then take you to the review and confirmation page. That page will display the amount you pledged on Kickstarter or Pledge Manager (if you are a late backer), the additional amount you pledged on the Pledge Manager (through upgrades and add-ons), the shipping costs for your confirmed Reward, and the applicable sales taxes. If the balance of the Pledge you had paid through Kickstarter is lower than the total due to us, then you must enter the required payment method information and pay the outstanding balance due to us.

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8 REWARDS

- 8.1 **Availability.** Due to the nature of the Project (see clause 3.4), as the Project progresses, we may make changes to the Rewards available on our Kickstarter and Pledge Manager Campaign pages, and we do not undertake to continue to supply any particular Reward that is subject to availability. For example, if you confirm your Reward after the Pledge Manager Deadline, then the particular product you wished to receive may no longer be available. If the Reward you had chosen is no longer available, we will offer you a different Reward of equal or higher value.
- 8.2 **Your Reward may vary from the images.** The images of the Rewards on the Kickstarter and Pledge Manager Campaign pages are for illustrative purposes only. Although we have made every effort to display the products accurately, actual Rewards may also slightly differ from the published images. Due to the nature of the Project (see clause 3.4), we may make more significant changes to the look of products as the Project progresses.
- 8.3 **Packaging.** The packaging of your Reward may vary from that shown on the Kickstarter and Pledge Manager Campaign pages.
- 8.4 **Unlocking Stretch Goals.** Thanks to the nature of the Project and the Campaign, the more funding our backers pledge as the Campaign progresses, the more we will be able to afford to create and share with our backers. It is called "unlocking stretch goals". Whenever the total of the funding pledged by our backers unlocks a stretch goal, we will add a free bonus item to every Reward (for example, items from a new game expansion).

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9 PAYMENTS

- 9.1 **When you have to fulfil your Pledge.** When you have to pay us the pledged amount (and other charges (see clause 9.2)), depends on where you make your Pledge:
- (a) see clause 5.2 for information on when you have to pay your Kickstarter Pledge;
 - (b) see clause 7.2 for information on when you have to pay your Pledge Manager Pledge if you are a late backer; and
 - (c) see clause 7.6 for information on when you have to pay for your additional Pledge Manager Pledges and shipping charges for your Rewards.
- 9.2 **Charges for which you are responsible.** In addition to the pledged amount, you are responsible for paying:
- (a) shipping charges for your Reward (see clause 9.3);
 - (b) VAT (sales tax) at the applicable rate; and
 - (c) any import duties or other local taxes, which you may be liable to pay to authorities in your country (see clause 9.4).
- 9.3 **Shipping charges.** In addition to the amount of your Pledge, you must pay us our shipping costs for delivering the Reward to you. It is not possible to let you know the exact shipping cost when you make your Pledge, because: at that point you are helping to create something new and not ordering something that already exists; our shipping costs may change by the time you confirm your Reward in the Pledge Manager survey; and you may choose to add further items to your Reward when completing our Pledge Manager survey. For these reasons, our shipping charges for the Reward will be calculated when you complete the Pledge Manager survey (see clause 7.6). For estimated shipping charges, please see clause 10.4.



9.4 **Import duties and taxes may apply to your Reward.** We will ship Rewards to backers from one of our international shipping hubs (as explained in clause 10.4). If your shipping address is in a territory other than the international hub from which your Reward is shipped, the delivery may be subject to import duties or other local taxes applied by your local customs authorities when your Reward reaches your territory. We have no control over these charges and we cannot predict their amount.

9.5 **Method of payment.** Kickstarter and Backerkit currently only accept payments by credit cards and use Stripe to process payments. CrowdOx accepts credit cards and PayPal payments.

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10 SHIPPING AND DELIVERY

10.1 **Delivery restrictions.** Unfortunately, we are unable to ship Rewards to the following territories:

- (a) South America: Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela, Falkland Islands, French Guiana, South Georgia and the South Sandwich Islands;
- (b) Asia: Afghanistan, Armenia, Azerbaijan, Bahrain, Bangladesh, Bhutan, Georgia, India, Indonesia, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lebanon, Maldives, Mongolia, Myanmar, Nepal, North Korea, Oman, Pakistan, Palestine, Qatar, Saudi Arabia, Sri Lanka, Syria, Tajikistan, Timor-Leste, Turkmenistan, United Arab Emirates (UAE), Uzbekistan, Yemen;
- (c) Europe: Russia, Ukraine;
- (d) North America: Antigua and Barbuda, Bahamas, Barbados, Belize, Costa Rica, Cuba, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Haiti, Honduras, Nicaragua, Panama, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines;
- (e) North American Islands: Anguilla, Aruba, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Clipperton Island, Curacao, Greenland, Guadeloupe, Martinique, Montserrat, Navassa Island, Saba, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, Sint Eustatius, Sint Maarten, Turks and Caicos Islands, US Virgin Islands;
- (f) Africa: Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic (CAR), Chad, Comoros, Congo, Democratic Republic of the Congo, Republic of the Cote d'Ivoire, Djibouti, Egypt, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Tanzania, Togo, Tunisia, Uganda, Zambia, Zimbabwe; and
- (g) Oceania: Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Palau, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu.

We are also unable to ship to PO boxes.

10.2 **When you have to pay the shipping charges.** For the reasons explained in clause 9.3, shipping charges will be calculated and must be paid when you complete the Pledge Manager survey (see clause 7.6).

10.3 **Estimated shipment and delivery times.** The estimated shipment despatch times are as published on our Kickstarter and Pledge Manager Campaign pages, as may be updated as the Project progresses. We will use reasonable endeavours to ship and deliver your Reward within the estimated timescales, but we cannot guarantee that, as explained in clause 6.3. Please also note that we do not guarantee that you will receive your Reward before the product is available for purchase at retail, or other promotional opportunities, such as conventions.



10.4 **Estimated shipping costs.** If you complete the Pledge Manager survey before the Pledge Manager Deadline, then we will ship your Reward to the address you have confirmed when completing the survey from one the following international shipping hubs:

- (a) United Kingdom – for deliveries to the UK, Europe, and the rest of the world (other than as below);
- (b) USA – for deliveries to the USA;
- (c) Canada – for deliveries to Canada;
- (d) China – for deliveries to Asian and Pacific territories; and
- (e) Australia – for deliveries to Australia and New Zealand.

Our estimated shipping costs for the Hero Pledge and excluding any additional purchases from the above hubs for deliveries to the territories listed next to them are as follows:

Territory	Estimated shipping costs in GBP
United Kingdom	£12 - £20
Channel Islands, Highlands and Northern Ireland	£22-£30
USA - mainland	£18 - £26
USA - Alaska, Hawaii, Puerto Rico	£52 - £60
USA - Military overseas	£32 - £38
Canada	£26 - £30
Europe Europe (France, Germany, Belgium, Netherlands, Luxemburg, Austria, Denmark)	£12 - £20
Europe EU Other Countries	£18 - £28
Europe NON-EU	£26 - £52
Asia – China, Hong Kong, Macao	£18 - £26
Asia – Japan, South Korea, Malaysia, Philippines, Singapore, Taiwan, Thailand, Vietnam	£30 - £56
South Africa	£30 - £56
Australia	£20 - £26
New Zealand	£30 - £36
Rest of World (Please see 10.1 for delivery restrictions)	£60 - £98

If, in breach of the condition in clause 7.5, you complete the Pledge Manager survey after the Pledge Manager Deadline but we agree to still ship the Reward to you, it will be shipped from our UK shipping hub, which may increase the shipping costs you must pay.

10.5 **Delays outside our control.** If something happens that is outside of our control and affects the estimated date of delivery, we will let you know a revised estimated date for delivery of the goods.



- 10.6 **Responsibility for the goods.** We are responsible for the goods until they are delivered to you. You are responsible for the goods from the point in time when they are delivered to the address provided by you when you complete the Pledge Manager survey (see clause 7.6). In other words, the risk in the Reward passes to you when it is delivered to that address. We will not be responsible for any loss or damage to your Reward caused by you providing us with incorrect delivery details or by our compliance with your delivery instructions (for example, leaving the parcel outside your house or unattended).
- 10.7 **If you do not take delivery.** If no one is available at your address to take delivery, we will contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 13.3 will apply.

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11 PLEDGE CANCELLATIONS AND CHANGES

11.1 **How to cancel or change your Kickstarter Pledge.**

- (a) Before the Kickstarter Deadline, you can increase, decrease, or cancel your Pledge made on Kickstarter at any time by going to our Kickstarter Campaign page and selecting the "Manage My Pledge" option, except as set out in clause 11.1(b) below.
- (b) During the last 24 hours of the Kickstarter Campaign, you cannot decrease or cancel your Kickstarter Pledge without contacting Kickstarter customer support first, if that change or cancellation would result in the Kickstarter Campaign not achieving its funding goal.
- (c) You can cancel your Kickstarter Pledge in the first 14 days after the Kickstarter Deadline by informing us of your decision to cancel using one of the contact methods set out in clause 1.2. If you do so, we will refund to you the amount of the Pledge you have paid, less the fee due from us to Kickstarter in respect of your Pledge.
- (d) After the 14 days' deadline referred to in clause 11.1(c) above, you can only cancel your Kickstarter Pledge at our discretion by making special arrangements with us, and we may deduct from the refund due to you reasonable compensation for the costs we will incur as a result of you cancelling your Kickstarter Pledge.

11.2 **How to cancel or change your Pledge Manager Pledge.** After the Kickstarter Campaign has successfully ended:

- (a) You can make a new Pledge or increase your existing Pledge and select your Rewards during the Pledge Manager Campaign as set out in clauses 7.2 and 7.6.
- (b) You can cancel your Pledge made under clause 7.2, and any increases to your Pledge made on the Pledge Manager in accordance with clause 7.6, until the Pledge Manager Deadline by informing us of your decision to cancel using one of the contact methods set out in clause 1.2. If you do so, we will refund to you all the payments you made to us during the Pledge Manager Campaign (including shipping costs) but not your original Kickstarter Pledge.
- (c) After the Pledge Manager Deadline, you can only cancel your Pledge Manager Pledge at our discretion by making special arrangements with us, and we may deduct from the refund due to you reasonable compensation for the costs we will incur as a result of you cancelling your Pledge Manager Pledge.

11.3 **Returning the Reward to us after cancellation.** If you cancel your Pledge under clause 11.1(d) and/or clause 11.2(c) after we have shipped the Reward to you, you must send the Reward back to us, at your cost, to the address set out in clause 1.2(c), without undue delay, and in any event no later than within 14 days from cancelling your Pledge or delivery of the Reward to you (whichever is later). You will be liable to us for any diminished value of the Reward resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.



- 11.4 **When we will make the refund.** We will make the reimbursement without undue delay, and not later than:
- (a) if you cancel your Pledge before your Reward is shipped to you, 14 days after the day on which we are informed about your decision to cancel your Pledge; or
 - (b) if you cancel your Pledge after your Reward was shipped to you, 14 days after the day we received back from you any Reward supplied.
- 11.5 **How we will make the refund.** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

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12 IF THERE IS A PROBLEM WITH THE CAMPAIGN OR YOUR REWARD

- 12.1 **What to do if there is a problem.** If there is a problem with the Campaign, your Pledge or Reward, you have a question or complaint, or wish to contact us for any other reason, please contact us using one of the methods in clause 1.2.
- 12.2 **Your legal rights in respect of your Reward.** We are under a legal duty to supply products that are in conformity with your contract with us. The box below summarises your key legal rights in that respect.

The Consumer Rights Act 2015 says that goods supplied to consumers must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the goods, your legal rights entitle you to the following:

- *up to 30 days: if your goods are faulty, then you can get an immediate refund;*
- *up to six months: if your goods cannot be repaired or replaced, then you're entitled to a full refund, in most cases; and*
- *up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.*

This is a summary of some of your legal rights. They are subject to certain exceptions. You may also have other legal rights. Nothing in these Terms affects your legal rights under the Act. You may also have other rights in law. If you wish to exercise those rights, please contact us using one of the contact methods set out in clause 1.2.

- 12.3 **Fair wear and tear.** Your rights under this clause 12 do not apply to faults, which result from fair wear and tear.
- 12.4 **Your obligation to return a rejected Reward.** If you wish to exercise your legal rights to reject the Reward because the goods are faulty or misdescribed, you must post them back to us to the address set out in clause 1.2(c). We will pay the costs of postage or collection. Please let us know before returning the goods so that we can email you a return label.
- 12.5 **Refunds.** When you exercise your right to reject the goods and get a refund, and we agree that you are entitled to a refund, we will reimburse the total price you paid for the product including delivery charges. When you exercise your right to price reduction, we will refund to you the difference between the price you paid for the product and the reduced price.
- 12.6 **Deductions from refunds.** If you reject the goods after the first six months after delivery, we may reduce the refund amount by a deduction for use, to take account of the use you have had of the goods in the period since they were delivered.



12.7 ***How we will make the refund.*** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

12.8 ***When we will make the refund.*** We will make the reimbursement without undue delay, and not later than within 14 days beginning with the day on which we agree that you are entitled to a refund.

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13 YOUR AND OUR RIGHTS TO END THIS CONTRACT

13.1 ***You may end this contract if we break it.*** You may end this contract at any time by contacting us using one of the methods set out in clause 1.2, if we break its terms materially or repeatedly, and, if what we have done can be put right, we fail to put it right after you have notified us of that breach and given us a reasonable opportunity to do so. If you end this contract because we break it, the contract will end immediately, and we will refund to you any sums paid by you under the contract.

13.2 ***We may end the contract if you break it.*** We may end this contract at any time by writing to you if you break its terms materially or repeatedly. For example:

- (a) you fail to pay, on time and in full, any amount due to us under the contract, and you still do not make payment within 14 days of us reminding you that payment is due (see clauses 5.5, 7.2 and 7.6);
- (b) you fail to provide us with your accurate, complete and up-to-date email and shipping address (see clause 2.2);
- (c) you fail to complete the Pledge Manager survey by the Pledge Manager Deadline (see clause 7.5); or
- (d) you do not, within a reasonable time, allow us to deliver the Reward to you (see clause 10.7).

13.3 ***You must compensate us if you break the contract.*** If we end the contract under clause 13.2 above:

- (a) the contract will end immediately;
- (b) we will cease to have any obligations to you under the contract (including to deliver the Reward to you, which remains undelivered after the date of the termination); and
- (c) depending on when during the Campaign your breach occurs, we may (but are not obliged) refund to you some of the money you have paid to us, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

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14 LIMIT ON OUR RESPONSIBILITY TO YOU

This clause 14 sets out the limits and exclusions of our responsibility to you. Please read it carefully. Please also read the clauses listed in clause 14.4.

14.1 ***We are responsible to you for foreseeable loss and damage caused by us.*** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms, or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

14.2 ***We do not exclude or limit in any way our liability to you where it would be unlawful to do so.*** This includes liability for death or personal injury caused by our negligence or the negligence of our



employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights as summarised at clause 12.2.

- 14.3 ***We are not liable for business losses.*** This contract is for consumer backers (see clause 4.2). If, in breach of these Terms, you back our Campaign for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.4 ***Exclusions set out elsewhere in these Terms.*** Please also see the exclusions and limitations set out in clauses 2.2 (*You must give us accurate information*); 3.4 (*The nature of our contract with you*); 6.3 (*Timing of our performance*); 7.5 (*You must complete our survey*); 8 (*Rewards*); 10.3 (*Estimated shipment and delivery times*); and 10.6 (*Responsibility for the goods*).

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15 YOUR PRIVACY

Your personal data. Under the UK and EU data protection legislation, we are the data controller of your personal data processed in connection with our Campaign. We are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Notice](#). It is important that you read that information.

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16 OTHER IMPORTANT TERMS

- 16.1 ***Intellectual property rights.*** We (and our licensors) retain ownership in all intellectual property rights (that is, patents, rights to inventions, copyright related rights, images, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) in the products.
- 16.2 ***We may transfer this contract to someone else.*** We may transfer our rights and obligations under a contract entered with you under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 16.3 ***No one else has any rights under this contract.*** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 ***If a court finds part of these Terms illegal, the rest will continue in force.*** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 ***Even if we delay in enforcing this contract, we can still enforce it later.*** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.6 **Disputes.**



- (a) ***If you have a complaint.*** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with anything in connection with this contract, please contact us as soon as possible using one of the contact methods set out in clause 1.2.
- (b) ***Alternative dispute resolution.*** If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you and give you certain information required by law about resolving disputes through alternative dispute resolution, which is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

16.7 ***Which laws apply to this contract and where you may bring legal proceedings.*** Our Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts, except that this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

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17 LIST OF DEFINED TERMS

17.1 We have used several defined terms in these Terms in order to make it easier to read, more concise and consistent. Those terms have the same meaning every time they are used anywhere in these Terms.

17.2 Those defined terms are as follows:

- (a) **Campaign** (as defined in clause 3.1);
- (b) **Donation** (as defined in clause 3.4);
- (c) **Kickstarter Deadline** (as defined in clause 5.2(c));
- (d) **Pledge Manager** (as defined in clause 3.1);
- (e) **Pledge Manager Deadline** (as defined in clause 7.4);
- (f) **Project** (as defined in clause 3.1);
- (g) **Reward** (as defined in clause 3.4);
- (h) **Reward Level** (as defined in clause 3.4);
- (i) **successful campaign** (as defined in clause 5.4);
- (j) **Terms** (as defined in clause 3.1); and
- (k) **we, us** and **our** (as defined in clause 1.1).

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