

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR FUN FUN FUN AB

Last revised: March 31th, 2017.

These General Terms and Conditions of Purchase (the “**Terms**”) governs the purchasing of tickets to coding courses and coding events (an “**Event**”) organised by fun fun fun AB, reg. no. 559051-8030 (the “**Organiser**”, “**we**”, “**our**”, “**us**”). By purchasing or accepting a ticket to an Event (a “**Ticket**”), you (the “**Attendee**”, “**you**”) accept the following Terms. The Organiser and the Attendee may herein also each be referred to as a “**Party**” and jointly as the “**Parties**”.

1. Pricing and payment arrangements

- 1.1. Pricing details for each Event are specified on the Event-page accessible at tjejdkodar.se.
- 1.2. The total price for the Ticket(s), including all fees and taxes, is immediately due for payment when the Attendee registers for an Event or when a company registers an Attendee for an Event.
- 1.3. If the Ticket is bought by a company, the bill is due for payment within ten (10) days from when the order was made.
- 1.4. Payments shall be made with debit, prepaid or credit cards, if not otherwise specified on the Event-page, or specifically agreed with us in writing.

2. Ticket shipment and loss

- 2.1. Immediately after purchasing a Ticket to an Event, the Organiser will send the ticket in an electronic format to the Attendee’s email address as specified at the time of the purchase, if not otherwise specified on the Event-page.
- 2.2. The Attendee shall ensure that the Ticket is correct. If the Attendee has received an incorrect Ticket the Attendee shall notify the Organiser immediately, so that a correct Ticket can be provided.
- 2.3. The Tickets may not be purchased for commercial purposes, such as resale or other profitable purposes.
- 2.4. The Tickets may be purchased by companies or our business partners for the purpose of non-commercial lotteries. The companies and business partners that purchase Tickets for the purpose of such lotteries are responsible for registering the Attendees’ when such lottery has been conducted.
- 2.5. Should the Attendee lose the Ticket, the Organiser will not resend the Ticket to the Attendee.

3. Events

- 3.1. All information regarding the Event is stated on the Event-page that is accessible at tjejdkodar.se.
- 3.2. The Organiser will not provide any equipment to the Attendees' unless, this has been specified on the Event-page. The participation in all Events requires you to bring your own computer and other equipment specified on the Event-page to the Event.
- 3.3. The Organiser reserves the right to change teachers and speakers at Events, due to e.g. illness and such. In case of such change, the Event shall still entail the same elements as stated on the Event-page.

4. Travel

- 4.1. The Organiser provides Events and sells Tickets to the Events. The Ticket price does not include accommodation or travel to the Event, unless, this has been specified on the Event-page.
- 4.2. The Organiser accepts no liability for the Attendees' during travel to, from or during the Event. The Attendees' must have valid insurances covering the participation in the Event.
- 4.3. If an Attendee is unable to attend the event due to any travel disruption, the Organiser accepts no liability. The Attendee will therefore not be refunded for the purchased Ticket in such case.

5. Age limit

The age limit to all our Events is eighteen (18) years old, unless otherwise specified on the Event-page. If a Ticket has been purchased by a minor, the Ticket should immediately be cancelled and refunded.

6. Cancellation policy, Ticket transfer and refunds

- 6.1. The Swedish Distance and Off-Premises Contracts Act (2005:59) (Sw. distansavtalslagen), does not apply when purchasing Tickets to an Event. It is not possible to cancel a purchase once the registration has been made and paid for.
- 6.2. The Attendee has the right to transfer the Ticket to another person ("**New Attendee**") until twenty (20) days before the Event. The Organiser must be notified at latest twenty (20) days before the Event in case a Ticket is transferred. The Attendee may only transfer the Ticket at the same price or less, as the purchase price. The Attendee shall provide the Organiser with the name and contact details for the New Attendee.
- 6.3. The Organiser has the right to change the location of an Event until ten (10) days before the Event. The Organiser will strive to find a location as close to the original location as possible.
- 6.4. The Organiser has the right to cancel or reschedule an Event due to low enrolment or shortage of teachers or speakers, until ten (20) days before the Event. Keep this in mind when making travel arrangements. If an Event is cancelled, the Attendee will be notified by email.

- 6.5. It is the Attendee's responsibility to stay informed if an Event has been moved or cancelled.
- 6.6. Should an Event be cancelled, the Attendee shall have the right to receive a full refund shortly thereafter.
- 6.7. The Organiser has the right to cancel a purchased Ticket in case the Attendee or the company has provided the Organiser with incorrect information or is trying to circumvent these Terms, by for instance, purchasing a larger number of Tickets than permitted, or purchasing Tickets for commercial purposes such as reselling.

7. Disclaimers and limitations of liability

- 7.1. The Event and the Event materials are provided "as is" without warranty of any kind, either expressed, or implied, including, but not limited to, all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights.
- 7.2. The Organiser is keen to provide the Attendees' with the best possible Events. However, the Organiser does not warrant any particular result from attending an Event. The Attendee must participate actively during the Event and accepts the responsibility for their own training and learning.
- 7.3. The Organiser's liability shall be restricted to direct damages. Under no circumstances and under no applicable law (contractual, non-contractual or otherwise) shall the Organiser or any of its employees and such be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, interruption of work, loss of productivity or contract, or any other commercial damages or losses.
- 7.4. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of the Organiser. The Organiser is not liable for criminal, non-contractual, or negligent actions or omissions of third parties that affect the Event.
- 7.5. In no event shall the Organiser be liable for any damages in excess of the amount the Organiser received from the Attendee, company or business partner for the Ticket purchase. Not even if, the Organiser has been informed of the possibility of such damages, or any other claims by any other party.

8. Intellectual property

- 8.1. All material on the Organiser's website and Event materials that are provided by email or physically in connection with or during the Event is the property of the Organiser, or in applicable cases the teachers and speakers at the Event.
- 8.2. The use of the Event materials is restricted to the Attendee's individual training and attendance at the Event. The Attendee may not copy, share, modify, transmit, distribute, or in any other way,

exploit the Event materials provided by the Organiser, teachers or speakers. The Attendee shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the Event materials.

8.3. The above shall apply in all cases, if the Organiser has not given its consent to such actions in writing.

9. Privacy

The Organiser is the data controller and shall ensure that your personal data is processed lawfully and in accordance with current data protection regulations. More information on how the Attendee's personal data is processed can be found in the Privacy Policy.

10. Use of photos

10.1. By purchasing or accepting a Ticket to an Event the Attendee accepts that photos of the Attendee from the Event will be shared with the Organiser's business partners and shared in various communication channels used by the Organiser, for the purpose of promoting Events by the Organiser and business partners. The Attendee accepts that no compensation will be received for such use of the photos.

10.2. The Organiser is not responsible for photos taken and used by others at the Event.

11. Force majeure

Neither Party shall be responsible to the other Party for any failure or delay in performing any of its obligations under these Terms or for other non-performance hereof if such delay or non-performance is caused by strike, fire, flood, riot, civil commotion, act or ordinance of any governmental or local authority, terrorism, or by any other cause of extraordinary character beyond the reasonable control and/or action of each Party. The Party that is prevented to perform under these Terms due to a force majeure event shall immediately inform the other Party of such event and use reasonable efforts to remove or overcome the hindrance for performance.

12. Commercial disputes

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, the language to be used in the arbitral proceedings shall be English (unless agreed between the parties otherwise). This contract shall be governed by the substantive laws of Sweden.

13. Consumers

If you have purchased the Ticket(s) in the capacity of a private person ("**Consumer**") directly from the Organiser, the following shall apply:

13.1. Withdrawal from coding courses

13.1.1. In accordance with the Swedish Distance and Off-Premises Contracts Act (2005:59) (Sw. distansavtalslagen), the Consumer is entitled to withdrawal from the Ticket purchase within 14 days from the date on which the purchase was made (withdrawal period) and be fully refunded.

13.1.2. If the course starts during the withdrawal period, the Organiser will require the Consumer to give an explicit consent to start the course and agree to that the right to withdrawal does not include the completed course. If the Consumer exercises the right to withdrawal after the course has started, but before completion of the course, the Organiser will retain a proportional share of the Ticket price in relation to the completed course elements.

13.1.3. If the Consumer wishes to exercise the right to withdrawal, the Consumer must inform the Organiser within 14 days from the Ticket purchase. Such information shall be sent to hello@tjejdkodar.se.

13.2. Withdrawal from coding events

13.2.1. The right to withdrawal according to the Distance and Off-Premises Contracts Act (2005:59) (Sw. distansavtalslagen), is not applicable regarding coding events that are limited to a short period of time, such as coding camps.

13.3. Consumer disputes

13.3.1. Should a dispute occur between the Consumer and the Organiser, the Parties shall primarily seek to resolve the dispute through a mutual understanding.

In case such understanding is not reached between the Parties the Consumer may choose to submit a complaint to ARN (Sw. Allmänna reklamationsnämnden) via www.arn.se. The Consumer may also submit the complaint to the European Commission Online Dispute Resolution platform via <http://ec.europa.eu/consumers/odr>. By submitting the complaint via the platform, the complaint will automatically be forwarded to the relevant national body of consumer dispute resolution.

13.4. Further information regarding Consumer rights can be found on the Swedish Consumer Agency's (Sw. Konsumentverket) website: <http://www.konsumentverket.se/languages/english-engelska/>.