

# TERMS AND CONDITIONS

## Acceptance of Terms and Conditions of Use

This page states the Terms and Conditions (“Terms”) under which you may use The MBT Events website, the MBT Immersive website or attend an MBT Immersive Experience or any other MBT Events produced event. These websites are managed and maintained by MBT Events, based in Alabama, USA. Please read this page carefully. By using these website or attending an MBT Events produced event (including MBT Immersive Experiences) you agree to be bound by these Terms. Therefore, if you cannot accept these Terms, please do not use these sites or attend one of our events or immersive experiences. MBT Events reserves the right to revise these Terms without notice by updating this posting. Using these sites or attending an MBT produced event or Immersive Experience after any changes are posted to these Terms constitutes your acceptance of those changes. Please consult these terms of use regularly.

## Payments

MBT Events accepts payments by debit/credit card, check or PayPal. All debit cards, credit cards or Pay Pal transactions are subject to a 3% surcharge. If sending funds from Europe, you have the option to use TransferWise without any additional surcharge. Contact us for details.

Please be aware that some Visa and Master Card issuing banks impose a “Foreign Transaction Fee” on credit card transactions processed outside of the U.S., even if the transaction is denominated in U.S. Dollars. This “Foreign Transaction Fee” is an arbitrary fee imposed by the credit card issuing banks, which accrues solely to their benefit.

If you hold a U.S. bank account, please check if your bank offers online money transfers using Zelle. If they do, you can send funds directly to [keith@mbtevents.com](mailto:keith@mbtevents.com) without penalty or entering additional bank details. This is our preferred payment method if possible.

Personal checks, cashier’s checks and money orders are accepted as long as they are received at least 90 days prior to the program start date. Please make checks payable to MBT Events and send to:

MBT Events LLC  
PO Box 4081  
Huntsville, AL 35815

Note: If you live outside the U.S., your check must be drawn from a U.S. bank (in U.S. Dollars) only. A \$35 US dollar returned check fee will be charged for each item returned from a bank.

### **Payment Arrangements for Immersive Experiences**

To guarantee your place(s) at the Immersive Experience of your choice, a deposit of \$500 USD per person (for the cabin) or, 500€ per person (for the Chateau) is required within 30 days of your registration. Although every effort will be made to contact you, failure to pay the required deposit within 30 days may result in the cancellation of your reservation without notice.

Full payment is due no later than 90 days prior to the start date of the Immersive you will be attending. If your final payment is not received by this 90-day deadline, you will be given a grace period of seven (7) days, during which time you will still be allowed to submit the final payment. Failure to submit the final payment within the seven (7) day grace period constitutes a forfeiture of your reservation in the program as well as the full amount of the initial deposit. In addition, you will need to reapply to attend another program in the future.

You are responsible for discretionary travel cancellation insurance, health insurance, airfare, optional international mobile services, and any other travel expenses, none of which are covered by your payment to MBT Events. These recommended items are not available through MBT Events, although part of your Immersive Experience cost does go towards mandatory cancellation insurance that MBT Events has to take out on the cabin (cabin only). You will also be paying towards liability insurance for the cabin. MBT events is the sole beneficiary of these insurance policies. The insurance company has the right of subrogation, and to sue you for any damages caused by you to reimburse them for such damages.

### **Immersive Experience Program Cancellation/Transfer Policy**

Due to advanced planning requirements by program participants and MBT Events, it is necessary that we administer the following policy:

If for any reason you are not able to attend the Immersive Experience for which you have booked, the following conditions shall apply:

1. If you cancel your booking before you have paid in full, your deposit will be non-refundable but can be applied to a booking at a future date.
2. If you cancel your booking once you have paid in full, we will issue a non-refundable credit voucher that can be used towards another Immersive Experience at a later date.

If you choose to transfer to another Immersive Experience program using your credit voucher then you must do so at least 30 days prior to the start date of that experience.

3. If you cancel less than 7 days before an Immersive Experience starts or if you fail to turn up at the experience for which you have booked, no refund or credit voucher will be given.

We do understand that special circumstances arise from time to time. In this instance, please contact MBT Events. At our sole discretion, other remedies could be available on a case by case basis. If a special accommodation is made, you agree that it is not reasonable for you to rely upon the assumption that this special accommodation will be made again in the future, nor is it evidence of past performance, nor is it a waiver of any rights held by MBT Events. Special accommodation will be made on a case by case basis under the sole discretion of MBT Events. MBT Events will only consider issuing a full refund (less a 10% admin fee) if the event is sold out and we are able to resell the space you had reserved at an Immersive Experience to another person.

If you do not attend the Immersive Experience for which you are registered, any and all payments you have made will not be refunded unless you have prior written approval from MBT Events.

MBT Events reserves the right to cancel a program 30 days in advance of the program date if there is not sufficient enrollment, or for any other reason. If we cancel the program, you will be notified and given the option to transfer monies paid to another program or to receive a full refund of monies paid. You agree to assume the risk that a Force Majeure will prevent you from attending an event or cause the event to be canceled, including but not limited to the injury, sickness or death of the presenter.

### **Immersive Experience Arrival and Departure Times**

Arrival time for all the Immersives is 4 PM onwards on arrival day. Please, no early arrivals as we are on a tight planning schedule.

Departure time is no later than 10:30 AM on departure day.

Please respect the needed down time for the presenter and staff. In addition, preparations for the next group need to be accomplished.

### **Immersive Experience Attendees**

Only registered guests are allowed to be in the rooms and part of the Immersive to insure the experience is optimal for those involved.

## **Electronic Communications**

Visiting mbtevents.com, mbtimmersive.com or sending emails to MBT Events constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on these sites, satisfy any legal requirement that such communications be in writing.

MBT Events does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use mbtevents.com or mbtimmersive.com only with permission of a parent or guardian.

## **Links to third party sites/third party services**

The websites mbtevents.com and mbtimmersive.com (hereafter referred to as “The Sites” or “These Sites”) may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of MBT Events and MBT Events is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. MBT Events is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MBT Events of that site or any association with its operators.

Certain services made available via mbtevents.com or mbtimmersive.com may be delivered by third party sites and organizations. By using any product, service or functionality originating from the mbtevents.com or mbtimmersive.com domain, you hereby acknowledge and consent that MBT Events may share such information and data with any third party with whom MBT Events has a contractual relationship to provide the requested product, service or functionality on behalf of mbtevents.com or mbtimmersive.com users and customers.

## **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use mbtevents.com and/or mbtimmersive.com strictly in accordance with these terms of

use. As a condition of your use of these sites, you warrant to MBT Events that you will not use these sites for any purpose that is unlawful or prohibited by these Terms. You may not use these sites in any manner which could damage, disable, overburden, or impair these sites or interfere with any other party's use and enjoyment of these sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through these sites. You agree not to take any action that might compromise the security of the website, render the websites inaccessible to others or otherwise cause damage to the websites or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use these website in any manner that might interfere with the rights of third parties. To access these websites or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of these websites that all the information you provide on this website will be correct, current, and complete. If MBT Events believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this website or any of its resources, and to terminate or suspend your access at any time, without notice. All Content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on these sites, is the property of MBT Events or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such Content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Content, in whole or in part, found on these sites. MBT Events Content is not for resale. Your use of these sites does not entitle you to make any unauthorized use of any protected Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Content. You will use protected Content solely for your personal use, and will make no other use of the Content without the express written permission of MBT Events and the copyright owner. You agree that you do not acquire any ownership rights in any

protected Content. We do not grant you any licenses, express or implied, to the intellectual property of MBT Events or our licensors except as expressly authorized by these Terms.

### **Restrictions on Use**

These website are provided solely for non-commercial, personal use, and/or so that you may learn about MBT Events and the programs we provide. You may not use these websites for any other purpose, including any commercial purpose, without MBT Events' express prior written consent. For example, you may not (and may not authorize any other party to) (1) co-brand these websites, or (2) frame these websites, or (3) hyper-link to these websites, without the express prior written permission of an authorized representative of MBT Events. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this website or Content accessible within this website. You agree to cooperate with MBT Events in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

### **International Users**

The Service is controlled, operated and administered by MBT Events from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the MBT Events Content accessed through [mbtevents.com](http://mbtevents.com) or [mbtimmersive.com](http://mbtimmersive.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Downloading Material**

You understand that MBT Events cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, malware, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this website for the reconstruction of any lost data. MBT Events does not assume any responsibility or risk for your use of the Internet.

### **Trademarks**

The material and Content accessible from these websites, and any other World Wide Web website owned, operated, licensed, or controlled by MBT Events is the proprietary information of MBT Events or the party that provided the Content to MBT Events, and

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## **Copyrights**

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Any speeches, presentations, materials, performances or other intellectual property found or presented at an event is the property of MBT Events, and Lightning Strike Books, or other copyright owners. You hereby promise not to make recordings of the events without express written permission of MBT Events. If any materials, records, or recordings are made by you while attending an event, you hereby grant all rights in such materials, records, or recordings to MBT Events.

## **Indemnification**

You agree to indemnify, defend and hold harmless MBT Events, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use these sites or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. MBT Events reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MBT Events in asserting any available defenses.

Furthermore, you agree to indemnify, defend and hold harmless MBT Events for any injury, whether physical, emotional, to property, or any other harm, sustained while attending an event that is in any way caused by a subcontractor, any 3<sup>rd</sup> party, the premises at which an event is held, or any combination thereof.

## **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of, relating to, or concerning these Terms and Conditions, or any provisions hereof, concerning, arising out of, or relating to an event, or any other claims between you and MBT Events, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties if that association is unavailable or unwilling to administer the arbitration. The arbitration will take place in Alabama, USA or in another location only if mutually agreed upon by the parties. The language of the arbitration shall be English. The arbitrators award shall be final, and judgment may be entered upon it in any court having jurisdiction. The arbitrator shall apply, and both parties agree to be bound by, the laws of the state of Alabama when adjudicating the arbitration. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, or an event, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The cost of the arbitration will be borne by the party instigating the arbitration until such time as the arbitrator sees fit to make an award. The parties agree to arbitrate all disputes and claims that arise between the parties for any reason including in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions or any claims arising out of or in connection to an MBT Event, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted.

THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL'S CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THESE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MBT EVENTS AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/ OR CHANGES IN THESE SITES AT ANY TIME.

MBT EVENTS AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THESE SITES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MBT EVENTS AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MBT EVENTS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THESE SITES, WITH THE DELAY OR INABILITY TO USE THESE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THESE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THESE SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MBT EVENTS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THESE SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THESE SITES.

## **Termination/access restriction**

MBT Events reserves the right, at its sole discretion, to terminate your access to these sites and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Alabama and you hereby consent to the exclusive jurisdiction and venue of courts in Alabama in all disputes arising out of or relating to the use of these sites. Use of these sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MBT Events as a result of this agreement or use of these sites. MBT Events' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MBT Events' right to comply with governmental, court and law enforcement requests or requirements relating to your use of these sites or information provided to or gathered by MBT Events with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MBT Events with respect to the sites aforementioned and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MBT Events with respect to these sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Although under no obligation to do so, MBT Events reserves the right to monitor use of these websites to determine compliance with these Terms of Use, as well as the right to remove or refuse any information for any reason.

Notwithstanding these rights, you remain solely responsible for the content of your Submissions. You acknowledge and agree that neither MBT Events nor any third party that provides Content to MBT Events will assume or have any liability for any action or inaction by MBT Events or such third party with respect to any Submission.

### **Terms of Use**

By accepting this agreement you waive and hold harmless MBT Events from any claims resulting from any action taken by MBT Events during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either MBT Events or law enforcement authorities.

### **Claims of Copyright Infringement**

Pursuant to Title 17, United States Code, Section 512©, notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent.

### **Miscellaneous**

These Terms of Use will be governed and interpreted pursuant to the laws of Alabama, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Alabama in connection with any dispute between you and MBT Events arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and/or federal courts in Madison County, Alabama. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter.

### **Waiver**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Notwithstanding the foregoing, any additional terms and conditions on these websites will govern the items to which they pertain. MBT Events may revise these Terms of Use at any time by updating this posting.

## **Contact Us**

MBT Events welcomes your questions and comments regarding these Terms and Conditions: MBT Events PO Box 4081, Huntsville, AL 35815

Email: [immersive@mbtevents.com](mailto:immersive@mbtevents.com), [keith@mbtevents.com](mailto:keith@mbtevents.com), [donna@mbtevents.com](mailto:donna@mbtevents.com)

Effective as of September 1st 2017

These Terms supersede any and all previous Terms