

Terms & Conditions

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, awol.io ("Our Site") and the terms of sale. Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"System" means any online communications infrastructure that We make available through Our Site either now or in the future. This may include, but is not limited to, contact forms, email, live chat and forums; and

"We/Us/Our" means AWOL Adventure Limited, a company registered in England under 08100091 in the United Kingdom.

"Product/Goods" means any digital or physical item of goods that are sold or distributed by Us

"Buyer" means the person who purchases the above.

2. Information About Us

2.1 Our Site, awol.io, is owned and operated by AWOL Adventure Limited a limited company registered in England under 8100091.

3. Access to Our Site

3.1 Access to Our Site is free of charge. Some content on the site (for instance digital photos) that are for sale may be watermarked for the purposes of revenue protection, or you may be required to register and/or log in to view the content.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Intellectual Property Rights

4.1 All content included on Our Site (including all user-facing material such as text and images, and all underlying content such as code, software and databases) and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All content is protected by applicable United Kingdom and international intellectual property laws and treaties.

4.2 For personal use (including research and private study) only, you may:

4.2.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);

4.2.2 Download Our Site (or any part of it) for caching;

4.2.3 Print pages from Our Site;

4.2.4 Download, copy, clip, print, or otherwise save extracts from pages on Our Site; and

4.2.5 Save pages from Our Site for later and/or offline viewing.

4.3 You may not use any content downloaded, copied, clipped, printed or otherwise saved from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access,

viewing and use of Our Site for general information purposes whether by business users or consumers.

4.4 You may not systematically copy content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.

4.5 Subject to sub-Clauses 4.2 and 4.7 you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content or any other material from Our Site unless given express written permission to do so by Us.

4.6 Our status as the owner and author of the content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

4.7 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

5. Links to Our Site

5.1 You may link to Our Site provided that:

5.1.1 You do so in a fair and legal manner;

5.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

5.1.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and

5.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

5.2 You may link to any page of Our Site provided you comply with the remainder of this Clause 5.

5.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us via the contact form for further information.

5.4 You may not link to Our Site from any other site the content of which contains material that:

5.4.1 Is sexually explicit;

5.4.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;

5.4.3 Promotes violence;

5.4.4 Promotes or assists in any form of unlawful activity;

5.4.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

5.4.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

5.4.7 Is calculated or is otherwise likely to deceive another person;

5.4.8 Is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

5.4.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);

5.4.10 Implies any form of affiliation with Us where none exists;

5.4.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

5.4.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

5.5 Please note that the content criteria described under sub-Clause 5.4 apply only to content over which the owner and/or operator of the site in question has direct control. You will not, therefore, be in breach of these Terms and Conditions if, for example, other

users of a site on which you establish a link to Our Site post content such as comments that violate the above criteria.

6. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

7. Use of Our System

7.1 You may use Our System at any time to contact Us, provided you abide by the following rules. You must not:

7.1.1 Communicate in a way that is obscene, deliberately offensive, hateful or otherwise inflammatory;

7.1.2 Submit information that promotes violence;

7.1.3 Submit information that promotes or assists in any form of unlawful activity;

7.1.4 Submit information that discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;

7.1.5 Submit information that is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

7.1.6 Submit information that is calculated or is otherwise likely to deceive;

7.1.7 Submit information that is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

7.1.8 Misleadingly impersonate any person or otherwise misrepresent your identity or affiliation in a way that is calculated to deceive;

7.1.9 Imply any form of affiliation with Us where none exists;

7.1.10 Infringe, or assist in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

7.1.11 Submit information in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

7.2 We may monitor any and all communications made using Our System.

7.3 Any information that you send to Us through Our System may be modified by Us and, by sending us such information, you waive your moral right to be identified as the author of that information.

7.4 Any personal information sent to Us, whether through Our System or otherwise, will be collected, used and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Clause 13.

8. Disclaimers and Legal Rights

8.1 The content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought.

8.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, as a consumer you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

8.3 We make reasonable efforts to ensure that the content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date.

9. Our Liability

9.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any content included on Our Site.

9.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any content included on Our Site.

9.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 8.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any content from it) or any other site referred to on Our Site.

9.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

9.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

10. Viruses, Malware and Security

10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

10.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

10.6 By breaching the provisions of sub-Clauses 10.3 to 10.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. Acceptable Usage Policy

11.1 You may only use Our Site in a manner that is lawful. Specifically:

11.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;

11.1.2 You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

11.1.3 You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and

11.1.4 You must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

11.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

11.2.1 Suspend, whether temporarily or permanently, your right to access Our Site;

11.2.2 Issue you with a written warning;

11.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

11.2.4 Take further legal action against you as appropriate;

11.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

11.2.6 Any other actions which We deem reasonably appropriate (and lawful).

11.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

12. Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policies, available in the footer of awol.io. These policies are incorporated into these Terms and Conditions by this reference.

13. Data Protection

13.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

13.2 We may use your personal information to:

13.2.1 Reply to any communications you send to Us;

13.2.2 Send you important notices, as detailed in Clause 14;

13.2.3 Notify you of any images that have been tagged with you as a registered user.

13.3 We will not pass on your personal information to any third parties without first obtaining your express permission to do so.

Please refer to the more detailed Privacy Policy available at:

<https://live.awol.io/assets/docs/privacy.pdf>

(<https://live.awol.io/assets/docs/privacy.pdf>)

14. Communications from Us

14.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

14.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 5 business days for your new preferences to take effect.

14.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at photos@awoladventure.com (<mailto:photos@awoladventure.com>).

15. Changes to these Terms and Conditions

15.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

15.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

16. Terms of Sale

16.1 Pricing: We have sole discretion over pricing for Goods, and may change or run promotional activity at any time. We may change the scope or extent of any product at any time.

16.2 Pre-order purchases: We may choose to offer discounted digital photo bundles before an Event (known as "Photo Pre Orders") for which the following terms apply, and may not be varied for the purposes of absolute fairness to all customers:

- 16.2.1 – We guarantee you at least 3 digital photos from a single participant at an event (typically identified by a unique race number). We do not warrant that these photos will be from different locations, or of any particular standard or fitness for purpose, although we will endeavour to provide products of the best possible quality.
- 16.2.2 – Subject to the exceptions outlined in 16.2.3, if we fail to meet the above guaranteed standard of product delivery, we will issue you with a full and immediate refund.
- 16.2.3 – Exceptions:
 - The participant for which the pre-order has been made, must complete the event with a visible race number attached (except in the case that the event format does not include race numbers, for instance a swim event, in which case a written number must be present).
 - In the case of the postponement or cancellation of an event, your pre-order will be transferred to the next available instance of that event free of charge.
- 16.2.4 – To raise a query, or request transfer of your pre-order, please raise a support ticket on our helpdesk by emailing photos@awoladventure.com (<mailto:photos@awoladventure.com>)

16.3 Delivery: We will deliver goods to you as follows:

- 16.3.1 – Digital Products (for instance photos) once purchased, will be available to download from the "My Orders" section of the website, to logged-in users that have purchased those image/s. It is your responsibility to ensure the device you are using has the necessary capability to download or save images. Once you have downloaded, the image will not be stored indefinitely on our systems, and we recommend that you keep copies.
- 16.3.2 – Physical Merchandise (for instance prints, canvases and mugs) will be delivered by a tracked and signed-for delivery method. The buyer must ensure that they are present for delivery, and if not, that they pick up the delivery slip within time to avoid the product being returned to us. In case of non-delivery, we will liaise with the customer to arrange re-delivery, the costs of which are to be covered by the customer. In the case of goods arriving damaged, please take a photo of the items and email it with a full description of the order and issue experienced, to the helpdesk at photos@awoladventure.com (<mailto:photos@awoladventure.com>)

17. Law and Jurisdiction

17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

17.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

17.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18. Contacting Us

To contact Us, please email Us at photos@awoladventure.com (<mailto:photos@awoladventure.com>).