

# Terms & Conditions

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### **Information you provide**

You may not post, send, submit, publish, or transmit in connection with this site any material that:

1. You do not have the right to post, including proprietary material of any third party
2. Advocates illegal activity or discusses an intent to commit an illegal act
3. Is vulgar, obscene, pornographic, or indecent
4. Does not pertain directly to this site
5. Threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive
6. Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise
7. Infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity
8. Violates any law or may be considered to violate any law
9. Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content
10. Advertises any commercial endeavour (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site
11. Solicits funds, advertisers or sponsors
12. Includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications
13. Disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site
14. Includes MP3 format files

15. Amounts to a 'pyramid' or similar scheme
16. Disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site
17. Contains hyper-links to other sites that contain content that falls within the descriptions set forth above
- 18.

Although under no obligation to do so, **THE FEEL GOOD FESTIVAL** reserves the right to monitor use of this site 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 **THE FEEL GOOD FESTIVAL** nor any third party that provides Content to **THE FEEL GOOD FESTIVAL** will assume or have any liability for any action or inaction by **THE FEEL GOOD FESTIVAL** or such third party with respect to any Submission.

## Security

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). **THE FEEL GOOD FESTIVAL** will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that **THE FEEL GOOD FESTIVAL** considers insecure, **THE FEEL GOOD FESTIVAL** will be entitled to require the password to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, **THE FEEL GOOD FESTIVAL** reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. **THE FEEL GOOD FESTIVAL** reserves the right to investigate suspected violations of these Terms of Use. **THE FEEL GOOD FESTIVAL** reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing **THE FEEL GOOD FESTIVAL** to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By accepting this agreement, you waive and hold harmless **THE FEEL GOOD FESTIVAL** from any claims resulting from any action taken by **THE FEEL GOOD FESTIVAL** during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the **THE FEEL GOOD FESTIVAL** or law enforcement authorities.

## Dispute Resolution

These terms are governed by English law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident in Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland you may also bring proceedings in Scotland. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## Class Action Waiver

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

## Severability

If any clause within the Terms of Service (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from the Terms of Service, and the remainder of these Terms of Service will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, the dispute will be decided by a court.

### **Miscellaneous**

These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions, such as our Privacy Policy and other disclosures, on this site will govern the items to which they pertain. **THE FEEL GOOD FESTIVAL** may revise these Terms of Use at any time by updating this posting.

## **Ticket & Event Conditions**

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Once the ticket has been bought, it will only be changed or refunded in the case of event cancellation. SEE CONDITION BELOW.

Bad weather, natural disasters, epidemic, pandemic, Government or Local Authority enforced cancellation, or any other force majeure will not lead to ticket refunds. In this case, the ticket will be valid for the re-scheduled festival date ONLY.

While every effort is made to ensure that all scheduled activities go ahead according to the planned schedule, **THE FEEL GOOD FESTIVAL** reserve the right to change the schedule without prior notification. This includes cancellation or substitution of planned activities.

## **Disclaimer**

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1. Any person visiting **The Feel Good Festival** does so at their own risk. **The Feel Good Festival** (and associated organisations) accepts no liability for injury incurred by participating in any activity, organised or not, or whilst spectating.
2. Any person parking their vehicle at the **The Feel Good Festival** venue does so at their own risk. **The Feel Good Festival** (and associated organisations) does not accept any liability for damage to or theft of vehicles.
3. **The Feel Good Festival** (and associated organisations) does not accept any liability for any damage to or loss of the personal belongings of either the participants or their guests, whether this is during group/personal activities or where belongings are left in the venue buildings, marquee, in any vehicle or on site.
4. Participating in any classes or workshops on site, is done so entirely at your own risk. **The Feel Good Festival** indemnifies itself from any claims arising from injury whatsoever.
5. All attendees are responsible for informing the **The Feel Good Festival** event organisers of any medical or health issues that may affect their participation in any activities or event in any way, and for consulting their GP if they have any doubts about the suitability of any activity or event for any medical condition they may have.
6. There is a river in the grounds of **The Feel Good Festival** and all persons are responsible for their own safety. All children are to be accompanied by a responsible adult at all times.
7. This is a wellbeing festival, therefore excessive alcohol consumption and aggressive behavior towards any guest or **The Feel Good Festival** staff will not be tolerated and you may be asked to leave with no refunds given.

8. Illegal substances and drug use is not permitted and endorsed anywhere on site. Anyone found to be dealing or supplying drugs to fellow guests will be evicted from site and reported to the police

9. **The Feel Good Festival** reserves the right to refuse entry to anyone to the festival and to classes or workshops whatsoever.

10. **Videography & Photography:** PLEASE BE AWARE THAT BY ENTERING THIS AREA, YOU CONSENT TO YOUR VOICE, NAME, AND/OR LIKENESS BEING USED, WITHOUT COMPENSATION, IN FILMS AND TAPES FOR EXPLOITATION IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEvised, FOR ETERNITY, AND YOU RELEASE **The Feel Good Festival**, ITS SUCCESSORS, ASSIGNS AND LICENSEES FROM ANY LIABILITY WHATSOEVER OF ANY NATURE.

11. To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

12. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

13. We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another **The Feel Good Festival**, your information may be transferred to the new owners so that we may continue to sell products to you.