

Goosechase Adventures Inc. and Holes in the Wall Collective, Inc Terms of Use

GOOSECHASE ADVENTURES INC. ("GOOSECHASE") OWNS AND OPERATES THE WEBSITE LOCATED AT <https://www.goosechase.com/> ("WEBSITE") AND THE GOOSECHASE APPLICATION (THE "APP").

HOLES IN THE WALL COLLECTIVE, INC ("HWC"), IS A NEW YORK REGISTERED 501(C)3, A FEDERALLY RECOGNIZED NONPROFIT CORPORATIONS WITH THE EIN: 83-1062956 HWC HAS CREATED THIS EXPERIENCE AS A PUBLIC SERVICE AND IS THEREFORE OPEN TO THE GENERAL PUBLIC IF PARTICIPANTS ABIDE BY COMMUNITY STANDARDS SET HEREIN. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. THIS EXPERIENCE IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

THESE TERMS OF USE APPLY TO ALL USERS OF THE WEBSITE, INCLUDING USERS WHO UPLOAD ANY MATERIALS TO THE WEBSITE, USERS WHO USE SERVICES PROVIDED THROUGH THIS WEBSITE, USERS WHO DOWNLOAD THE GOOSECHASE APP AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE OR APP.

BY USING THIS WEBSITE AND/OR THE GOOSECHASE APP YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN DO NOT USE THE GOOSECHASE APP OR THIS WEBSITE OR ANY OF ITS CONTENT OR SERVICES. THESE TERMS OF USE MAY BE AMENDED OR UPDATED BY GOOSECHASE FROM TIME TO TIME WITHOUT NOTICE AND THE TERMS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS. ANY NEW FEATURES THAT MAY BE ADDED TO THIS WEBSITE FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF USE, UNLESS STATED OTHERWISE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS OF USE.

1. The Service

The Goosechase service allows users to create, join and complete missions created by Holes in the Wall Collective, Inc (HWC) for the Experience THIS IS YOUR CITY: Climate Scavenger Hunt- Climate Week NYC September 20th to September 29th Missions are made up of various tasks, which may include activities such as submitting photos or videos, checking-in at specific locations, or answering questions in order to receive points. In order to access the Service and start creating or contributing with other users, you must be a registered user ("User"). The Service may be used from a computer or a personal mobile device if the User has downloaded the App.

2. Age of users

The Service is designed to be used by individuals who are over the age of thirteen. The Service is not intended to be used by users under the "Designated Age", which shall be the greater of thirteen or the age designated in your local jurisdiction in respect of processing personal data. If you are an Organizer organizing Games for individuals who are under the Designated Age in your jurisdiction, then you represent and covenant that (i) such individuals shall only use mobile devices provided by you, and not their own mobile devices; (ii) such individuals shall only use generic accounts created by you on their behalf, which are not associated with any individual or an anonymized guest account made available by Goosechase; (iii) no personal information regarding such individuals shall be uploaded into the service (whether through the creation of user accounts, uploaded User Content (as defined below) or otherwise); and (iv) you shall have obtained all the requisite consents required under applicable law in respect of the use of the Service from the parents or guardians of such individuals. To partake in any alcohol consumption related to the experience, users must be 21 years of age. If you are a User then you represent and warrant that you are over the Designated Age in your jurisdiction, or are otherwise only using the Service in the manner specified above.

3. DISCLAIMER OF MISSIONS

ALL MISSIONS (INCLUDING WITHOUT LIMITATION ANY CONTENT, TASKS, ACTIVITIES, EVENTS, LOCATIONS, LOCAL CONDITIONS AND CIRCUMSTANCES) ARE THE SOLE RESPONSIBILITY OF THE USERS. THIS MEANS THAT THE USER, AND NOT GOOSECHASE OR HWC, IS ENTIRELY RESPONSIBLE FOR ALL MISSIONS ORGANIZED BY HWC, AND THE USER IS ENTIRELY RESPONSIBLE FOR PARTICIPATING IN THAT MISSION AND ANY CONSEQUENCE THAT MAY ARISE FROM THEIR PARTICIPATION IN THAT MISSION.

GOOSECHASE DOES NOT CONTROL OR ACTIVELY MONITOR MISSIONS AND, AS SUCH, DOES NOT GUARANTEE THE SAFETY, INTEGRITY, SUITABILITY OR QUALITY OF ANY SUCH MISSIONS. USERS AND ORGANIZERS ACKNOWLEDGE THAT BY USING THE SERVICE, THEY MAY BE EXPOSED TO RISKS AND DANGERS, UNSUITABLE MISSIONS, AND OTHER CONSEQUENCES. UNDER NO CIRCUMSTANCES WILL GOOSECHASE OR HWC BE LIABLE IN ANY WAY FOR ANY MISSIONS OR ANY CONSEQUENCES ARISING FROM SUCH MISSIONS, INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY MISSIONS, OR FOR ANY OFFENSE, INJURY, DEATH, LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) OF ANY KIND INCURRED OR SUFFERED AS A RESULT OF PARTICIPATING IN ANY MISSIONS MADE AVAILABLE VIA THE SERVICE. FURTHER DISCLAIMERS ARE SET OUT LATER IN THIS AGREEMENT.

4. Content

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Website by Organizers or Users whether in Missions or otherwise ("User Content"), is the sole responsibility of such Users. This means that the User, and not Goosechase or HWC, is entirely responsible for all

such material uploaded, posted, emailed, transmitted, or otherwise made available by using the Service. Goosechase does not control or actively monitor User content and, as such, does not guarantee the accuracy, integrity, suitability or quality of such content. Users acknowledge that by using the Service, they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Goosechase or HWC be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Service. If your User Content will include any personal data of individuals located in the European Economic Area, you are responsible for notifying Goosechase and you may be required to enter in a Data Processing Agreement with Goosechase in order to use the Service.

5. Restrictions on User Content and Use of the Service

Goosechase and HWC reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate Organizers or Users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

In using the Website, App and/or Service You shall not:

- a. copy any content unless expressly permitted to do so herein;
- b. upload, post, email, transmit or otherwise make available any material that:
 - i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - ii. You do not have a right to make available under any law or under a contractual relationship;
 - iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
 - iv. is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - v. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy; or
 - vi. contains any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- c. impersonate any person or entity or misrepresent their affiliation with a person or entity;

- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or impersonate another person or organization;
- e. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- f. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- g. collect or store personal data about other users or viewers;
- h. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website or App; or
- i. modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the App or any software provided as part of the Website, except to the extent the foregoing restrictions are expressly prohibited by applicable law.

You also agree not to access the Website in a manner that utilizes the resources of the Website more heavily than would be the case for an individual person using a conventional web browser. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on this Website.

6. License of Content

By submitting, posting or displaying User Content on or through the Service, you grant us (and our agents) a non-exclusive, royalty-free, world-wide, perpetual license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content to the extent required to provide the Service. Goosechase will not be responsible or liable for any use of User Content in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit.

7. End User License

Except for User Content, the App, this Website, the Service and the information and materials that it contains, are the property of Goosechase and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement, Goosechase grants you a non-transferable, non-exclusive, license to (a) use the Service for your use, and (b) download, install and use one copy of the App on each mobile device that you own or control, in each case solely for your own use (the "License"). The App is licensed to you and not sold. Nothing in the Terms gives you a right to use the Goosechase or Goosechase names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website. Any future release, update, or other addition to functionality of the Website, App or Service shall be subject to the terms of these Terms.

8. Feedback

If You provide Goosechase with any suggestions, comments or other feedback relating to any aspect of the Website, App and/or Service ("Feedback"), Goosechase may use such Feedback in the Website or in any other Goosechase products or services (collectively, "Goosechase Offerings"). Accordingly, You agree that: (a) Goosechase is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to GooseChase, (c) Goosechase (including all of its successors and assigns and any successors and assigns of any of the Goosechase Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any Goosechase Offerings, and (d) You are not entitled to receive any compensation or re-imburement of any kind from Goosechase or any of the other users of the Website in respect of the Feedback.

9. Marketing

You agree that Goosechase and/or HWC may, from time to time in force, and to its absolute discretion, make use of any videos or pictures submitted by you and/or of you ("Media Material"), for marketing, commercial, analytical, or promotional use.

You further grant, a non-exclusive, royalty free, world-wide, perpetual license to Goosechase Adventures Inc. and the International Teaching Learning Cooperative Network (ITLC), to use, copy, modify, transmit, display and distribute Your name, images and videos or images and videos of You, where You could be identified, or not, to be used on Goosechase Adventures Inc. and/or International Teaching Learning Cooperative Network social media accounts, blog, website, or for any other commercial purpose. You further release Goosechase Adventures and International Teaching Learning Cooperative Network, and their respective representatives, employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of Media Material, including, without limitation, all claims for invasion of privacy, infringement of rights of publicity, defamation and any other personal and/or property rights. You further acknowledge and agrees that no sums will be due to You as a result of the use and/or exploitation of Media Material, or any rights therein.

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11. DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS

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12. Prizes & Competition

The experience begins at 8:00 AM EST on September 6th, 2024 and ends at 12:00 AM EST on October 5 2024. To participate in the promotion, you must create an account and join the experience. No purchase necessary. Each mission is worth a number of points. When a user reaches a certain number of points, they can redeem the points for prizes. These prizes can be redeemed at the 5 prize pickups specified on holesinthewallcollective.org/scavengerhunt unless otherwise noted. Awarding of points and completion of a mission is at the sole discretion of HWC.

Prizes There will be a total of (1) one Back Market refurbished MacBook Air 2023, valued at \$900 USD awarded to the participant with the most amount of points. Should a draw occur, HWC will pick one of the drawing participants at random from a pool. The runner-up will receive (1) Annual Citibike pass, valued at \$220. Any user that reaches 1500 pts, can redeem their point at one of five breweries for one 5oz-10oz glass of beer or one Tony's Chocology bar. Certain missions will have prizes attached to them and will be announced on the day through the app.

Note: Prizes are distributed at the sole discretion of HWC and participating breweries. To partake in any alcohol consumption, users/participants must be 21 years of age. Breweries have the right to refuse service to anyone they feel will be an endangerment to themselves or others

by consuming alcohol. The user takes full responsibility of applicable laws and norms related to the consumption of alcohol and will abide all stipulations laid out in this agreement.

The Promotion is open only to legal residents of Canada and the fifty (50) United States and the District of Columbia, who are at least eighteen (18) (except Alabama and Nebraska, 19 and 21 in Mississippi) years of age or older at the time they enter the Promotion. Information provided to Goosechase is subject to our privacy policy and these policies herein.

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL GOOSECHASE OR HWC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THIS WEBSITE, APP OR THE SERVICE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE OR APP, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE. THESE LIMITATIONS SHALL APPLY EVEN IF GOOSECHASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GOOSECHASE'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

14. INDEMNIFICATION

YOU SHALL INDEMNIFY AND HOLD GOOSECHASE AND HWC AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCURRED IN CONNECTION WITH ANY MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICE AND/OR ANY VIOLATION BY YOU OF THESE TERMS OF USE.

15. Termination

Goosechase and/or HWC may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Website or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms of Use (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or

indirectly, in fraudulent or illegal activities. Termination of Your access to the Website may also include removal of some or all of the materials uploaded by You to the Website. You acknowledge and agree that all terminations may be made by Goosechase in its sole discretion and that Goosechase shall not be liable to You or any third-party for any termination of Your access to this Website or for the removal of any of the materials uploaded by You to the Website. Any termination of these terms of use by Goosechase shall be in addition to any and all other rights and remedies that Goosechase may have. The following sections shall survive any termination or expiration of this Agreement: 3, 6, 8, 9, 11, 12, 13, 18, 19 and 20.

16. Availability & Updates

Goosechase may alter, suspend, or discontinue this Website at any time and for any reason or no reason, without notice. The Website, Service and/or Goosechase App may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Goosechase may periodically add or update the information and materials on this Website without notice.

19.. Security

Information sent or received over the Internet is generally unsecure and Goosechase cannot and does not make any representation or warranty concerning security of any communication to or from the Website or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for safeguarding the password that you use to access the Service and you are responsible for any activities or actions under your password. You agree to keep your password secure. Goosechase will not be liable for any loss or damage arising from your failure to comply with these requirements.

19. Choice of Law

THIS EXPERIENCE IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

These Terms and any action related thereto shall be governed by and construed in accordance with the laws of Ny State the federal laws of the United States of America, applicable therein, without regard to conflicts of law principles.

20. General

These Terms of Use, together with any privacy policy that may be published on the Website, constitutes the entire agreement between the parties relating to the Website and Service and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by Goosechase. If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Goosechase to exercise or enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Goosechase must be in writing and shall only apply to the specific instance identified in such writing. You may not assign the terms of use, or any rights or licenses granted hereunder,

whether voluntarily, by operation of law, or otherwise without GooseChase's prior written consent.

If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the App or Service, please contact us at: hi@goosechase.com

Thank you for reading this long and dense terms of agreement.

We hope we never need to refer you back to any of it, but since the world is the world, we want to make sure all of us are protected from harm. Enjoy the experience!

Effective Date: September 6, 2024