

TERMS & CONDITIONS

Effective Date: August 9th, 2024

THE AGREEMENT: The use of this website and services on this website provided by [Museum of Illusions Manchester Ltd](#) are subject to the following Terms & Conditions (“Agreement”), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the users (you or your) use of all pages on the Website (defined below) and any services provided by, on, or through this Website (“Services”).

1) WHO WE ARE

www.moimanchester.com is a site offered to you by Museum of Illusions Manchester Ltd registered in England and Wales under company number 14964131 and whose registered office at 58-66 Market Street, Manchester, M1 1PW, United Kingdom (we, us or our) and operated by www.moimanchester.com.

To contact us, please email info@moimanchester.com or telephone our customer service line on +44 0161 560 2800.

2) ACCEPTANCE OF TERMS

By using the Website and/or the Services, You warrant that You have read and reviewed this Agreement and that You agree to be bound by and abide by this Agreement, the Company’s Privacy Policy and the Company’s Cookie Policy, incorporated herein by reference and any other legal or regulatory terms which may be imposed by law and apply with these terms. If You do not agree to be bound by this Agreement and/or our Privacy Policy, you must not use the Website and must leave the Website immediately.

This Agreement may be amended by the Company from time to time, such amended terms shall be effective upon posting. By continuing to access or use the Website after such posting, you will be deemed to have accepted such amendments.

To use the Website and register for or buy any of the Services available through it you must be at least 18 years old, and legally able to enter into a contract.

3) INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. This Agreement permits you to use the Website for your personal, non-commercial use only. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from the Company.

The Company name, the term 'Museum of Illusions', the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

The Company's status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged (except where the content is user-generated).

If you print off, copy, download, share or repost any part of the Website in breach of this Agreement, your right to use our site will cease immediately and you must, at the Company's option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

4) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others;
- IX) In any way that violates any applicable local, national or international law or regulation;
- X) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- XI) To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); and
- XII) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

b) Additionally, you agree not to

- I) Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- II) Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

III) Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorised in this Agreement, without our prior written consent.

IV) Use any device, software, or routine that interferes with the proper working of the Website.

V) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

VI) Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

VII) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

VIII) Otherwise attempt to interfere with the proper working of the Website.

5) PERSONAL INFORMATION

Your privacy and personal information are important to the Company and all and any personal information that you provide via the Website and/or that the Company collects on the Website is subject to the Company's [Privacy Policy](#) which explains what personal information the Company collects from you, how and why the Company collects, stores, uses and shares such information, your rights in relation to your personal information and how to contact the Company and supervisory authorities if you have a query or complaint about the use of your personal information.

6) SALES

The Company may sell goods or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and you acknowledge and agree that you purchase such goods and services at your own risk.

No Refunds

Once acquired, whether by purchase or on a complimentary basis, all Tickets are non-refundable, non-transferable and void if altered. Tickets that Museum of Illusions reasonably suspects have been transferred or altered will not be honoured. If lost, Tickets will not be replaced. You will only receive a refund in the event the venue needs to cancel due to circumstances beyond its reasonable control and it cannot reschedule within a reasonable time.

7) SHIPPING/DELIVERY POLICY

You agree to ensure payment for any items you may purchase from the Company using the Website, and you acknowledge and affirm that prices are subject to change. When purchasing a physical good, you agree to provide the Company with a valid email and shipping address, as well as valid billing information. The Company reserves the right to reject or cancel an order for any reason, including errors or omissions in the information that you provide to the Company. The Company also may request additional information from you prior to confirming a sale, and the Company reserves the right to place any additional restrictions on the sale of any of the Company's products. For the sale of physical products, the Company may pre-authorise your credit or debit card at the time you place the order, or the Company may simply charge your card upon shipment. You agree to monitor your method of payment. Shipment costs and dates are subject to change from the costs and dates that you are quoted due to unforeseen circumstances. Ticket allocation and rescheduling are subject to the local policy and discretion of Company locations.

Risk and Title

You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with the Company. In other words, the risk in the products passes to you from the time of delivery.

8) REVERSE ENGINEERING & SECURITY

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the Company's security procedures, you must treat such information as confidential. You must not disclose it to any third party.

The Company has the right to disable any user identification code or password, whether chosen by you or allocated by the Company, at any time, if in the Company's reasonable opinion you have failed to comply with any of the provisions of this Agreement.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify the Company using the contact details stated above.

You agree not to:

- a) Reverse engineer, disassemble, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorised access, circumvention of encryption or other security tools, data mining, or interference with any host, user, or network.

9) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold the Company harmless against any and all legal claims and demands, including reasonable legal fees, which may arise from or relate to your use or misuse of the Website or Services, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense if the Company wishes.

10) SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

11) THIRD-PARTY LINKS & CONTENT

The Company may occasionally post links to third party websites or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of your use of any third party services linked to from the Website. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by the Company. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of this Agreement.

You agree to cooperate with the Company in causing any unauthorised framing or linking immediately to stop. The Company reserves the right to withdraw linking permission without notice.

The Company may disable all or any social media features and any links at any time without notice in the Company's discretion.

12) MODIFICATION & VARIATION / SUSPENSION

The Company may modify this Agreement from time to time without notice to You. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time.

The Company may update and change the Website from time to time. The Website is made available free of charge. The Company does not guarantee that the Website, or any content

on it, will always be available or be uninterrupted. The Company may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. The Company will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of this Agreement and other applicable terms of service, and that they comply with them.

a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement. You agree that your continued use of the Website after any modifications to this Agreement is a manifestation of your continued assent to this Agreement.

c) In the event that you fail to monitor any modifications to or variations of this Agreement, you agree that such failure shall be considered an affirmative waiver of your right to review the modified Agreement.

13) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

14) NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by the Company are on an “As Is” basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free (including free from bugs or viruses), or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained

through the Services. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Website or Services is your sole responsibility and that the Company is not liable for any such damage or loss. You are responsible for configuring your information technology, computer programs and platform to access the Website. You should use your own virus protection software.

15) LIMITATION ON LIABILITY

The maximum liability of the Company arising from or relating to this Agreement is limited to the amount you paid to the Company in the last six (6) months. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16) GENERAL PROVISIONS

Third party rights

No one other than a party to this Agreement has any right to enforce any term of this Agreement.

Disputes and Governing Law

The Company will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Services or any other matter, please contact the Company as soon as possible using the contact details set out at the top of this Agreement. This Agreement is subject to the laws of England and Wales. All disputes arising in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

f) ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. The Company may transfer its rights and obligations under this Agreement to another organisation. The Company will always tell you in writing if this happens and the Company will ensure that the transfer will not affect your rights under the Agreement. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by the Company, the rights and

liabilities of the Company will bind and insure to any assignees, administrators, successors, and executors.

g) SEVERABILITY

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

h) NO WAIVER

In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

i) HEADINGS FOR CONVENIENCE ONLY

Headings of parts and sub-parts under this Agreement are for convenience and organisation only. Headings shall not affect the meaning of any provisions of this Agreement.

j) NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

No agency, partnership, or joint venture has been created between the parties as a result of this Agreement. No party has any authority to bind the other to third parties.

k) FORCE MAJEURE

The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.