
Private event Terms and Conditions

Dya Australia Trading as Paint for Fun

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Dear Client,

Thank you for signing up for your private Paint for Fun/Dya Australia event (the "Event")

1. How the Service works

The Company is an entertainment service that will provide you with an evening of instruction at the venue. The Company reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how the Company operates the Service. Any description of how the Service works should not be considered a representation or obligation with respect to how the Service will always work, as the Company is constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms.

a. **Choice of Instructor** While the Company will endeavour to make the artist/instructor you have requested available for the Event, the availability of a specific artist/instructor at the Event may change at the Company's sole discretion without notice to you.

b. **Materials Provided** The Materials, including all paints, canvases, brushes, easels, aprons and other supplies necessary for the Event (to be determined in the sole judgment of the Company) ("Equipment") will be provided for the Event. The quality of the paint, canvases, brushes, easels, aprons and artist/instructor may vary from event to event, and venue to venue, and may be affected by a variety of factors outside of the control of the Company. To the extent there will be in excess of twenty Event Attendees, you must inform the Company of the number of additional Event Attendees at least forty-eight hours in advance of the Event, in order to allow for the proper number/amount of supplies to be at the Event.

c. **End Result** The Company makes no representations or warranties about the quality of the painting of Event Attendees or the individual experiences of Event Attendees. Every painting will be unique and the expectation that any painting created at the Event will be a facsimile of the Work of Art depicted on the Website is patently absurd.

d. **Start Time** The Company will make every effort to begin the instruction at the designated start time and complete the instruction in under two hours. However, the time it takes to begin and complete the instruction will vary based on a number of factors, and the Company makes no representation as to the exact amount of instruction time at the Event.

e. **Capacity Limitations** The venue may have capacity limitations for the Event. The Company will confirm that the venue you choose has capacity for the number of guests you originally schedule for the Event. You must provide a final headcount to the Company at least 3 days prior to your Event. To the extent you increase the number of Event Attendees after you originally schedule the Event, there may not be enough space to accommodate the increased number. The Company recommends that you arrive at the venue 15 minutes prior to the start of the Event. Only Event Attendees approved by you may attend your Event.

2. **Unauthorised use**

Company Works of Art are developed by, and for, the Company. With the exception of your Work of Art at the Event, you may not copy or reproduce Company Works of Art or any portion thereof, and you may not sell, lease or distribute any reproduction of any Company Work of Art, including the Work of Art that you create at your Event. Any unauthorised uses of Company Works of Art are strictly prohibited. Each Event Attendee may take the Work of Art they created at the Event with them at the conclusion of the Event.

3. **Privacy policy and communication with you**

Any personally identifying information submitted through the Service is subject to the Company's Privacy Policy, the terms of which are incorporated herein by reference. By using the Service, you are expressly and/or impliedly consenting to receive communications, electronic or otherwise, from the Company notwithstanding that you signed up for a Dya Australia/Paint for Fun event. For example, the Company may send you newsletters about new Company features, special offers, promotional announcements and customer surveys via email or other methods. The Company will not sell your email address to any third party.

4. **Promotions Company**

Promotions may not be utilised in conjunction with any Private Event.

5. **Billing**

Ticket fees and charges are fully earned upon payment. The Company will require 50% deposit to confirm your Event. The Company will charge the balance once the final headcount is established at least 3 days in advance of your Event. The Company will set up a payment link where you can submit payment via credit card or direct bank transfer. Your payment is not refundable but **will be used as credit towards a future event** if you cancel more than 21 days before the Event, but in such case you may only reschedule your Event once. Payment is not refundable if your Event is cancelled within 21 days of the

Event. By purchasing a Ticket, you are expressly agreeing that the Company is authorised to charge you a ticket fee at the then current rate, and any other charges you may incur in connection with your use of the Service to the Payment Method you provided during registration. Please note that prices and charges are subject to change with notice.

6. Right to terminate

The Company reserves the right to terminate or restrict your use of the Service, without notice, for any or no reason whatsoever. The Company does not warrant that any of the events or materials used in connection with the Service nor does the Company warrant the operation of the Service.

7. Age restriction

The following age restrictions apply to all Company Events, unless otherwise provided herein with respect to All Ages Events. The Service may only be used by children under the legal drinking age where your Event is held if the venue where your Event is held permits children to be present. It is up to you to check with the venue in advance of your Event to determine whether children will be permitted to attend your Event. The Company is not responsible in any manner if a person or persons under the legal drinking age where the Event is being held attend the Event. In the event the Company or its licensee or agent discovers that an Event Attendee is under the legal drinking age in the venue where your Event is held, and the venue does not permit such persons, the Company or its licensee or agent may refuse to offer instruction to any under age individual, regardless of whether that individual has a Ticket to the Event.

8. Venue At the Event

You may encounter third-party services ("TPS"), including, but not limited to food and beverage service from the venue where your Event will take place. These TPS are provided solely as a convenience to you, and the Company is not responsible for and does not endorse the TPS provided by the venue where your Event will take place. You understand that you are responsible for all additional charges you incur at your Event, including, but not limited to food and beverage charges.

9. Disclaimers of warranties and limitations on liability

THE SERVICE, THE WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE SERVICE, AND YOUR EVENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, THE WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE SERVICE, AND YOUR EVENT. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE, THE WEBSITE, AND ALL CONTENT ASSOCIATED THEREWITH, ANY OTHER FEATURES ASSOCIATED WITH THE SERVICE, AND YOUR EVENT WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT THE COMPANY MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE SERVICE AND YOUR EVENT, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. THE

COMPANY SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF TPS, WORKS OF ART, AND EQUIPMENT. Without limiting the foregoing, the Company assumes no liability or responsibility for any of the following (except in the case of gross negligence or willful misconduct on the part of the Company):

(i) errors or omissions in the content delivered by the Service or on the Website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Service and/or Website or user interfaces; (iv) delivery and or display of any content contained on the Website, or otherwise through the Service; and (v) any losses or damages arising as a result of or related to your Event, the provision of TPS at your Event, the consequences of the provision of TPS at your Event, or otherwise through the Service itself, including any losses or damages arising from the Service, Website, Equipment, your Event, or

TPS. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF SATISFACTORY QUALITY OF YOUR WORK OF ART. In addition, the Company does not represent or warrant that the information accessible via the Website is accurate, complete, or current. The Company does not make any representations with respect to the content contained on events from the Service or the descriptions of any event content contained on the Website and user interfaces. The Company does not represent or guarantee that your use of the Service will be free from interruption, and the Company disclaims any liability with respect thereto. No oral or written information or advice given by the Company or the Company's authorised representatives shall create a warranty or otherwise constitute a representation binding upon the Company. IN NO EVENT SHALL THE COMPANY, OR ANY OF ITS MANAGERS, MEMBERS, EMPLOYEES, LICENSEES, EMPLOYEES OR AGENTS OF LICENSEES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR YOUR EVENT ATTENDEES FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE, THE WEBSITE, TPS, YOUR EVENT, AND ALL CONTENT ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE SERVICE, AND FEATURES OR FUNCTIONALITIES ASSOCIATED THEREWITH. IN NO CIRCUMSTANCE SHALL THE COMPANY'S TOTAL LIABILITY TO YOU OR ANY EVENT ATTENDEES FOR ANY DAMAGES OR LOSSES EXCEED THE MAXIMUM OF THE TICKET PRICE FOR THE EVENT.

10. Intellectual property

The Website, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of the Company. The trademarks, service marks and trade dress of the Company may not be used or reproduced without prior written approval from the Company and may not be used in connection with any product or service that is not affiliated with the Company, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of the Company, or in any manner that disparages or discredits the Company. Other trademarks that appear on the Website and user interfaces are the property of their respective owners, who may or

may not be affiliated with, connected to, or sponsored by the Company. Any images of persons or personalities contained on the Website are not an indication or endorsement of the Company or any particular product or our service unless otherwise indicated. You agree that the Company is and shall remain the sole owner of all rights, title, and interest in and to any and all Works of Art, and that you shall only have the limited right to utilize a Work of Art for your Event and/or the promotion of an Event, and for no other purpose. At the conclusion of your Event, you may take your own Work of Art with you. You further agree that you will not reproduce, copy, or otherwise distribute for profit the Work of Art you created (or any reproduction thereof). You acknowledge that you do not have, acquire or retain any rights to any such Works of Art after the end of your Event (or after repeat Events utilizing the same Work of Art). You acknowledge that any photographs taken at your Event by any instructor, assistant, or licensee ("Licensee") or the agent or employee of a Licensee, which photographs depict in any manner the Work of Art, the set-up of your Event, the participants or instructors or staff at your Event, you, or the equipment, materials, supplies or marketing materials related to the Company in any way shall become the property of the Company, may not be reproduced or utilized except as authorized by the Company, and that the Company is free to use all such materials at its sole and absolute discretion, including photo-shopping and/or altering any portions of any such photographs.

11. Customer service

If you need assistance, you may find answers and reach Customer Service at any time at admin@dyaaustralia.com.au. You may also visit the FAQ page at the websites where you will find the answers to many frequently asked questions.

12. Your conduct

in accessing the Dya Australia/Paint for Fun service By accessing the Service, including the Website, you agree to use the Service, including all features and functionalities associated therewith, the Website and user experience and all content associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the Service or content therein. You also agree not to interfere with the instructors, customers or anyone connected to any portion of the Service or to violate any of the procedures, policies or regulations of establishments connected to the Service. You also agree not to impersonate any other person while using the Service, conduct yourself in a vulgar or offensive manner while using the Service, or use the Service for any unlawful purpose.

13. Survival

Both your and the Company's obligations in these Terms, which by their nature, have significance after the conclusion of the Event, shall survive the termination or expiration of these Terms and the conclusion of the Event.

14. Authority

You represent and warrant that you have the full right, power, and authority to enter into these Terms on behalf of yourself and any Event Attendees.

15. **Force majeure**

Neither you nor the Company shall be liable for the failure to perform any of the obligations hereunder (other than the payment of money) during any period in which such performance is delayed by fire, flood, earthquake, other natural disaster, war, embargo, riot or the intervention of any government authority, provided that the party that is unable to perform immediately notifies the other party of such inability.

16. **Electronic transactions**

You agree to conduct transactions, including, but not limited to the purchase of your Event Ticket and the acknowledgement of these Terms and future transactions, by electronic means.