



# The Curious Case Company Ltd.

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## Terms and Conditions of Sale

### Summary Statement

Our Terms and Conditions of Sale is a legal agreement between you and The Curious Case Company Ltd.. We know this can come across as a long and complex read, so we are providing this summary as a helpful overview of what you're agreeing to. Only the terms themselves are legally binding, not this summary.

You'll receive access to our digital game experiences via a unique Case ID, issued upon purchase. Each Case ID is valid for 6 months and can be used at any time during that period.

If you have any issues at all with your Case ID, drop us a line using our [contact details](#) and we will do our best to resolve these. If we're unable to resolve your issue, we'll refund the full cost of your Case ID.

All materials in the case are protected under copyright, and the game is intended for personal use only.

### **Returns & Refunds (Summary)**

Standard Products (digital cases) may be cancelled within 14 days of purchase if unused.

Gift cards are personalised and non-refundable, except where faulty or misdescribed. Full details are available in our [Gift Card Returns Policy](#).

## **1. OUR TERMS**

### **1.1 What these terms cover**

These are the terms and conditions on which we supply our **Products** (see 1.3) to you as digital content.

### **1.2 Why it is important to read these terms**

Please read these terms carefully before you make your purchase. These terms tell you who we are, how we will provide **Products** to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is an error contained within these terms, or a change is needed, please [contact us](#) to discuss.

### 1.3 Products

These are The Curious Case Company's digital trail and game experiences, or any associated goods that we offer for sale are hereby referred to as the "**Products**". All references to the plural shall include the singular, and vice versa.

### 1.4 Case ID

This is the mechanism by which you access the **Product** content and also serves as your order number. Entering a **Case ID** into our web app to begin a game constitutes use of the **Product**.

## 2 INFORMATION ABOUT US AND HOW TO CONTACT US

### 2.1 Who we are

We are The Curious Case Company Ltd., a company registered in England and Wales. Our company registration number is 16289798 and our registered address is 14 Kimmeridge, Bracknell, Berkshire, RG12 0UD.

### 2.2 How to contact us

If you wish to contact us please do so via our [contact form](#) or by email ([info@curiouscasecompany.com](mailto:info@curiouscasecompany.com)).

### 2.3 How we may contact you

If we need to contact you, we'll do so via the email address (or phone number, if provided) you gave us at checkout or through our [contact form](#). Our default method of communication is email.

## 3 OUR CONTRACT WITH YOU

### 3.1 How we accept your order

A contract comes into effect once we've received your payment and issued your **Case ID** via confirmation email. This document sets out the terms of that contract. In addition, you agree to and abide by our Privacy Policy and Terms of Play by purchasing **Products** or using the **Products**.

### 3.2 If we cannot accept your order

If we are unable to accept your order for any reason, we will inform you of this by email. This might be due to an error in the **Product** price or description, or that there is a service issue meaning you would not be able to complete your digital experience. In the event of these circumstances you will not be charged for the **Product**.

### 3.3 Your Case ID

Your **Case ID** is both your access key and your order number. Please include it in any correspondence with us.

## 4 OUR *PRODUCTS*

### 4.1 *Products* may vary slightly from their pictures

The images shown of our *Products* on our website are for illustrative purposes only. Although we make every effort to display the details accurately, we cannot guarantee that these are totally accurate to the *Product* experience.

### 4.2 Use of the *Product*

Use of the *Product* is at your own risk and subject to our [Terms of Play](#), which must be accepted before starting the game.

## 5 YOUR RIGHTS TO MAKE CHANGES

If you want to make a change to your purchase, please contact us. We'll confirm whether the change is possible and let you know if it affects the price or availability of the revised *Product*. We'll always seek your approval before making any changes. If we can't make the change, or the consequences are unacceptable to you, you may choose to end the contract (**see clause 8**).

### Returns & Refunds (Quick Reference)

You may cancel unused *Products* within 14 days of purchase. Gift cards are non-returnable unless faulty or misdescribed. Please see our [Gift Card Returns Policy](#) for full details.

## 6. CHANGES TO *PRODUCTS* AFTER PURCHASE

### 6.1 We may make minor and reasonable changes to *Products* after purchase, for example:

**6.1.1** to reflect any changes in laws and regulatory requirements, or for example to make changes as a result of any identified safety concerns.

**6.1.2** to ensure the *Products* are working as intended (e.g. fix bugs and glitches and to improve efficiency).

**6.1.3** to enhance the *Products* using customer feedback and improve the experiences.

**6.2** We reserve the right to make these changes at any time. You may not end the contract in these circumstances.

## 7 PROVISION OF THE *PRODUCT*

### 7.1 For all of our digital content experiences

We will make the digital content available immediately after purchase by issuing a *Case ID*. This grants you a non-exclusive, non-transferable licence to use the *Product* for personal, non-commercial purposes. This licence does not confer ownership of the *Product*.

## 7.2 We are not responsible for delays outside our control

If there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any **Products** you have paid for but not used (see 1.4 **Case ID**).

## 7.3 Copying and Sharing

All intellectual property rights in the **Products** (and any copies) belong to The Curious Case Company Ltd. The **Products** are protected by copyright laws and international treaties.

Your licence does not permit you to:

7.3.1 sub-license, assign, or transfer your rights;

7.3.2 copy or distribute the **Product** or its content;

7.3.3 use any illustrations, photographs, video, audio, or graphics from the **Product**.

If you are found to be in breach of this, we reserve all rights to take further action as appropriate.

## 7.4 Reasons we may suspend the supply of **Products** to you

We may suspend the supply of a **Product**:

7.4.1 to resolve technical issues or make minor improvements;.

7.4.2 to comply with legal or regulatory changes; or

7.4.3 to implement changes as described in clause 6.

## 7.5 Your rights if we suspend the supply of **Products**

We will contact you in advance to tell you we will be suspending supply of the **Product**, unless the problem is urgent or an emergency. If we have to suspend the **Products** we will remove the mechanisms to purchase a **Product**. You may contact us to end the contract for a **Product** if we suspend it, or tell you we are going to suspend it. If a **Product** is suspended for more than 7 days and you have not used your **Case ID**, we'll contact you by email with instructions on how to request a refund.

# 8 YOUR RIGHTS TO END THE CONTRACT

## 8.1 When you can end your contract with us

Your rights when you end the contract will depend on the **Products** purchased, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

**8.1.1** If what you have bought is misdescribed you may have a legal right to end the contract (or to get the **Product** replaced or to get some or all of your money back), see clause 11;

**8.1.2** If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

**8.1.3** If you have just changed your mind about the **Product**, (see clause 8.3). You may be able to get a refund if you are within the cooling-off period. This will only apply if the **Case ID** hasn't been used.

**8.1.4** In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.7.

## **8.2 Ending the contract because of something we have done or are going to do**

If you are ending this contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any **Products** you've paid for but not used. The reasons are:

**8.2.1** we have told you about a forthcoming change to the **Product** or these terms which you do not agree to;

**8.2.2** we have told you about an error in the price or description of the **Product** you have purchased and you do not wish to proceed with the **Product**;

**8.2.3** there is a risk to our ability to supply the **Products**, which may result in a significant delay because of events outside our control;

**8.2.4** we have suspended supply of the **Products** for any reason, or notify you we are going to suspend them for any reasons, in each case for a period of more than 14 days; or

**8.2.5** you have a legal right to end the contract because of something we have done wrong.

## **8.3 Exercising your right to change your mind**

For **Products** purchased online you have a legal right to change your mind. You must inform us of your decision within 14 days of purchase and before using your **Case ID** and we will issue a full refund. These rights are in line with the Consumer Contracts Regulations 2013.

## **8.4 When you don't have the right to change your mind**

You lose the right to change your mind once you've used your **Case ID** to access the **Product**.

## **8.5 Ending the contract where we are not at fault and there is no right to change your mind**

If we're not at fault and you don't have a right to change your mind, you may still end the contract before it is completed. A contract is completed once the **Product** has been delivered (via **Case ID**) and paid for. If you want to end the contract in these circumstances, just contact us to let us know.

## 9 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

### 9.1 Tell us you want to end the contract

To end the contract, please contact us using the details in clause 2.2 and include your **Case ID**.

### 9.2 How we will refund you

We will refund you the price you paid for the **Products** by the method you used for payment.

### 9.3 When your refund will be made

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

**9.3.1** We'll issue your refund within 14 days of receiving your cancellation request.

## 10 OUR RIGHTS TO END THE CONTRACT

### 10.1 We may end the contract if you break it

We may end the contract for a **Product** at any time by emailing you if:

**10.1.1** you fail to make any payment when it is due; or

**10.1.2** you use the **Product** in a way that breaches these terms, particularly clause 7.4.

### 10.2 You must compensate us if you break the contract

If we end the contract under clause 10.1, we'll refund any payments you've made for **Products** not provided. However, we may deduct or charge reasonable compensation for the net costs we incur as a result of your breach.

### 10.3 We may withdraw the **Product**

In the unlikely event we need to withdraw a **Product** you've purchased, we'll notify you by email and refund any payments made for **Products** that will no longer be provided.

## 11 IF THERE IS A PROBLEM WITH THE **PRODUCT**

### 11.1 How to tell us about problems

If you have any questions or complaints about the **Product**, please contact us using the details in clause 2.2.

## 11.2 Summary of your legal rights

We're legally required to supply **Products** that conform to this contract. Here's a summary of your key legal rights under the Consumer Rights Act 2015. These rights apply in addition to anything in these terms.

### *Summary information regarding your key legal rights*

Below is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please consult Citizens Advice ([www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.)

As all of the **products** are digital content, the Consumer Rights Act 2015 states digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- If the fault can't be fixed within a reasonable time or without significant inconvenience, you may be entitled to a refund.
- If the fault damages your device and we haven't used reasonable care and skill, you may be entitled to compensation.

*Please also see clause 8.3. With respect to Exercising your right to change your mind.*

## 12 PAYMENT AND PRICE

### 12.1 When you pay for a **Product**

Payment is taken securely via Stripe at the time of order confirmation.

### 12.2 Where to find the **Product** price

The price of the **Product** (including VAT) is shown on the **Product** and payment pages at the time of purchase. We take reasonable care to ensure prices are accurate.

## 13 OUR RESPONSIBILITY TO YOU

### 13.1 Responsibility for foreseeable loss or damage

We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our failure to use reasonable care and skill. Loss or damage is considered foreseeable if it was an obvious consequence or if both you and we knew it might happen at the time the contract was made.

### 13.2 Where liability cannot be excluded

Nothing in these terms limits or excludes our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence (or that of our employees, agents, or subcontractors); for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the **Products** (see clause 11.2); and for defective **Products** under the Consumer Protection Act 1987.

### 13.3 Digital content and malicious software

You access digital content at your own risk. We are not responsible for any loss or damage caused by malware or other malicious software, unless it results from our failure to use reasonable care and skill.

### 13.4 Business use and related losses

Our **Products** are intended for personal use only. If you use them for any commercial, business, or resale purpose, we are not liable for any loss of profit, loss of business, business interruption, or loss of business opportunity. We also reserve the right to take appropriate action if our **Products** are used commercially without our prior written consent.

## 14 HOW WE MAY USE PERSONAL DATA

### 14.1 How we will use your personal data

We will use the personal data you provide to us in accordance with our [Privacy Policy](#).

### 14.2 Your personal information will be used, for example, to:

14.2.1 supply the **Products** to you

14.2.2 process your payment for the **Products**

14.2.3 give you information about the services and similar **Products** that we provide, if you gave us consent to do this. You can opt out of these communications at any time by contacting us.

14.2.4 obtain feedback from you.

14.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

## 15. OTHER TERMS

### 15.1 Transferring this agreement

We may transfer our rights and responsibilities under these terms to another organisation. If we do, we'll let you know by email and make sure your rights under the contract aren't affected. If you're unhappy with the transfer, you can contact us within 7 days to end the contract and receive a refund for any **Products** you've paid for but have not accessed.



## **15.2 No third-party rights**

This contract is just between you and us. No one else has any rights to enforce its terms (except someone you've passed your guarantee on to, if applicable).

## **15.3 If part of this contract is found to be unlawful**

Each part of this contract stands on its own. If any part is found to be unlawful by a court or authority, the rest will still apply.

## **15.4 Delays in enforcement**

If we don't act straight away when you break this contract, we're still entitled to take action later. For example, if you miss a payment and we don't follow up immediately, we can still ask you to pay later.

## **15.5 Governing law and jurisdiction**

These terms are governed by English law. Any legal proceedings relating to this contract must be brought in the courts of England and Wales.

## **15.6 Alternative dispute resolution**

If you're not satisfied with how we've handled a complaint, you may wish to use an independent alternative dispute resolution (ADR) service. ADR is a process where an impartial body reviews the facts and tries to resolve the issue without going to court. While we're not obliged to use a specific ADR provider, we'll let you know if we agree to one and how to contact them.

# **16. GIFT CARDS AND RETURNS**

## **16.1 Gift Cards Returns**

Gift cards are non-returnable and non-refundable unless faulty, misdescribed, or damaged in transit. If your card is damaged in transit, please contact us within 14 days of receipt and we'll replace it free of charge.

Full details are available in our [Gift Card Returns Policy](#).