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**NEW YEAR'S TWICE TERMS AND CONDITIONS**

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## TERMS AND CONDITIONS

Welcome to the user agreement platform for the services offered by New Year's Twice LLC, ("New Year's Twice", "we," "our" or "us"). The following terms and conditions (the "Terms") govern your access to and/or use of the website "www.newyearstwicel.com" and New Year's Twice content, services, and products available at and/or through the site and other services (collectively, the "Services").

**Please read the Terms of Service carefully before you start to use the Site. By accessing, browsing, registering to use the Site, or Services or by clicking to accept or agree to the Terms of Service & our privacy policy when this option is made available to you, you acknowledge that you have read, understood accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms of Use & Privacy Policy, do not use any portion of the Site, or the Services. Failure to use the Site in accordance with these Terms & Privacy Policy may be cause for termination of your access and may subject you to civil or criminal liability.**

If you do not agree with all of the provisions of this agreement, you may not use the Services. To remove any doubt, in the event of any conflict or discrepancy between these Terms and conditions and any other provisions and/or terms and/or otherwise between **us** and you, the provisions and the terms of these Terms of Use will prevail. Please feel free to contact us with any questions regarding the content of this agreement.

### 1. ACCEPTANCE OF TERMS

The Services are offered subject to your acceptance of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, New Year's Twice Company Privacy Policy), and procedures that may be published from time to time by New Year's Twice Company related to the Services, which shall be incorporated herein by reference. By accessing, registering for, and/or using the Services in any manner you agree to the Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

**AS SOON AS ANY PAYMENT IS MADE, A CONTRACT WILL ARISE BETWEEN YOU AND NEW YEAR'S TWICE LLC"**

In these Terms, "you" and "your" refer to the individual or entity that uses the Site, or Services. "We", "us", or "our" refer to NEW YEAR'S TWICE. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

### 2. USAGE/ ELIGIBILITY

You will use this site in a manner consistent with any, and all, applicable laws, legislation, rules and regulations. If you violate any restrictions in these terms, you agree to indemnify **NEW YEAR'S TWICE** for any losses, costs or damages, including reasonable legal fees, incurred by **NEW YEAR'S TWICE** in relation to, or arising out of, such a breach.

### 3. ABOUT NEW YEAR'S TWICE SERVICES

**NEW YEAR'S TWICE** is intended to democratize time travel and bring people together from all over the world to enjoy a unique experience and bond during an amazing week.

We put a lot of time into deciding where New Year's Twice would take place, and we chose Hawaii because we felt it offered the perfect balance of nightlife options together with vast opportunities for exploring breathtaking natural landscapes.

We believe this will allow each one of you to have a perfect week in your own way, and we hope this will be one of the best experiences in your life.

**Our 2022 and 2023 Planned activities;**

We intend to facilitate the sale of tickets and arrange accommodation and tour for the New festival/holiday in which we will celebrate the 2022 New Year's Eve two consecutive nights in Auckland (NZ) and Honolulu thanks to their 23 hours of time difference. Also, the fact both islands are big and have metropolitan areas of more than 1 million people made us feel we could not go wrong. Time travelers will be able to join many activities organized by us. We will follow that with a week in Hawaii with many organized activities.

Please note that we do not technically organize the festival or sell any alcohol ourselves, we resell the tickets to existing parties in Auckland (1 night) and Honolulu (7 nights).

For full understanding of our schedule, we advise that you visit; <https://www.newyearstwice.com/>

**4. GENERAL RULES OF PARTICIPATION**

By participating in the event, the following set of rules shall apply;

- You agree and acknowledge that New Year's Twice LLC can collect images of your participation in the event that can be used on NEW YEAR'S TWICE website, all social platforms, media, advertising, etc.
- You agree and acknowledge that New Year's Twice LLC shall bear no responsibility if either one of the planes transporting you to the event is late, nor should we give any form of compensation, thus including hotels or food.
- You agree and acknowledge that for any damage or loss of property occasioned as a result of your participation in the event, you shall take full responsibility and you release us from any form of liability.
- New Year's Twice LLC reserves the right to refuse admission to any of the events during the trip should any customer become excessively inebriated, abuse illegal substances, or cause trouble in any way.
- You agree and acknowledge that New Year's Twice LLC is released from any liability of any personal injury that you or others might suffer as a result of your participation in the event.
- You agree and acknowledge that by buying a ticket you agree to be included in our newsletter.

**5. EXCLUSION OF LIABILITY FOR EXTERNAL LINKS**

The Website may provide links to external Internet sites. **NEW YEAR'S TWICE hereby** declares explicitly that it does not endorse and has no control over the layout or content of linked pages and dissociates itself expressly from all contents of all linked pages of third parties. NEW YEAR'S TWICE makes no representation or warranties of any kind regarding third party websites, and shall not be liable for the use or content of such sites. Our **privacy and cookie notice** do not apply to any collection and processing of your personal data on or through such external sites.

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. Unless otherwise indicated we are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**6. INTELLECTUAL PROPERTY**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

**7. TERMS RELATING TO TRIPS**

With regards to trips, the Trip will go ahead as planned only if travel regulations allow it by the date of the trip and gatherings of 300 people or more are allowed in both New Zealand and Hawaii.

Participation in the events shall be subject to government regulations. We on our part will strive to ensure that we are fully compliant with government regulations. More importantly, your participation for the event may be subjected to you taking a COVID – 19 TEST or having received an authorized COVID-19 vaccine, depending on travel regulations. Failure to do so will mean customer will not be able to travel and New Year’s Twice LLC shall bear no responsibility.

ONE of these conditions must be true for the trip to take place:

- Travel between New Zealand and US is freely allowed.
- OR travel between New Zealand and US allowed with a COVID-19 test. Failure to do so will mean customer will not be able to travel and New Year’s Twice LLC shall bear no responsibility. Customer shall bear all costs for the test.
- OR travel between New Zealand and US allowed only if traveler is vaccinated and complying with vaccination date requirements. Failure to do so will mean customer will not be able to travel and New Year’s Twice LLC shall bear no responsibility or costs for the vaccine.

**Cancellation because of COVID-19 travel restrictions:**

If the above conditions for travel are not met the event will be cancelled and the full-face value of what the customer paid for the ticket will be refunded within 30 days.

Ticketing partner commission is not included in the face value of the ticket, and any claim about the ticketing partners shall be made directly to them.

Trips might be cancelled as a result of force majeure. In no event shall NEW YEAR’S TWICE be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities that might hinder the trip.

**Return policy:**

If trip goes ahead as planned the customer cannot cancel the reservation. The only changes accepted are ticket type changes.

You also agree and acknowledge that flights scheduled for trips to the events are out of our control and that any delayed flight that makes it impossible for you to make it in time for the New Year's Eve event shall not entitle you to any refund or compensation.

**Modifications to event:**

New Year's Twice LLC reserves itself the right to make modifications to an event as long as it doesn't affect ability to celebrate New Year's Eve Twice, hotel rating, or location. Some of these possible modifications are listed below but not limited to:

- Reduction of party size if there are still rules of maximum number of gatherings.
- Change of excursions depending on if some hikes are closed.

**8. YOUR REPRESENTATIONS**

By using our services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use (4) you are not under the age of 21; (5) you are not a minor in the jurisdiction of which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose (8) that you will not bring any baby on board for the event and (9) your use of the Site will not violate any applicable laws or regulations.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

**9. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site, including these Terms of Service and the Privacy Policy.

**10. MODE OF PAYMENT**

Acceptable mode of Payments for use of the service shall be done via PayPal & credit cards - VISA, MasterCard, AMEX, and DISCOVER. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for all charges you incur for any order. You are responsible for, and agree to pay, all such charges. If we or our third-party payment processor cannot obtain authorization for charges to your payment method or if any amounts you authorize us to charge to your payment

method are reversed or charged back for any reason, we may, at our option, in addition to any other remedies: make second and/or subsequent attempts to charge your payment method, and/or use any other lawful means to collect payment on any outstanding amounts due to us.

**11. INDEMNITY AND WAIVER.**

**Indemnification.** You will defend, indemnify and hold New Year's Twice, our licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from all demands, proceedings, losses, costs, damages, awards, fees, expenses, and/or liabilities of any nature including without limitation reasonable attorneys' fees, that arise from and/or relate to (i) your use of the Services and/or inability to use the Services; (ii) your User Content; (iii) your violation of the Terms, (iv) your violation of any rights of a third party through the use of the Services or User Content; (v) fraud you commit and/or your intentional misconduct and/or negligence (vi) your interaction with any other user; and/or (vii) your use of the Services that is in violation of any applicable privacy law. We reserve the right to assume the exclusive defences and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences. You agree not to settle any matter without the prior written consent of New Year's Twice. New Year's Twice will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**Waiver.** You hereby forever discharge and release us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, and/or that relates directly or indirectly to: (i) the Services; (ii) any inaccurate, incomplete, unreliable, illegal or infringing content posted on the Services, whether caused by us or any user of the Services, or by any of the equipment or programming associated with or utilized in the Services; (iii) the conduct, whether online or offline, of any user; (iv) any injury, loss or damage caused by another user or User Content posted on the Services, whether online or offline; and (v) any error, omission, interruption, deletion, defect, delay in operation and/or transmission, communications line failure, theft and/or destruction and/or unauthorized access to, and/or alteration of, the Services users' communications

**12. ABOUT THE FLIGHTS**

The following terms shall be applicable to flights that we schedule for your trips;

- You agree and acknowledge that we take no responsibility on actions that airport control may take against a person for misconduct due to inebriation, substance abuse, or any other reasons.
- All NZ and US travel rules must be followed including not bringing forbidden items or substances on the plane. New Year's Twice takes no responsibility for attendees being forbidden travel by airport security.
- It is the customer's responsibility to fulfill all traveling requirements including passport and Visa (if needed) and to be familiar with travel rules. There will be no refunds for customers not being able to travel because of failing to comply.
- We reserve the right to remove a user who exhibits any form of misconduct whatsoever.
- If you are late to meet up with the scheduled flight for your trip, you shall not be entitled to receive any refunds.

**Baggage Allowance:**

Checked baggage: 25 Kg and no special items of any kind (including surf boards or golf clubs).

Cabin: up to 7Kg and sum of length, width and height of each piece should not exceed 115cm.

**13. INSURANCE**

You agree and acknowledge that you are solely responsible for your own travel insurance. New Year's Twice does not offer travel insurance and shall not cover for any costs in relation to customer's travel insurance.

**14. PROHIBITED USES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as (but not limited to) user passwords.
4. Make improper use of our support services or submit false reports of abuse or misconduct.
5. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
6. Interfere with, disrupt, or create an undue burden of the Site or the networks or services connected to the Site.
7. Attempt to impersonate another user or person or use the username of another user.
8. Use any information obtained from the Site in order to harass, abuse, or harm another person.
9. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
14. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any parties' functions, operation, or maintenance of the Site.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics

interchange formats (“gifs”), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or pcms”).

16. Except as may be the result of standard search engine or Internet browser usage, use launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
17. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
18. Use the Site in a manner inconsistent with any applicable laws or regulations.
19. Use content without proper attribution
20. Use content in a fashion that does not comply with the content’s specific licensing

15. **DISCLAIMERS.**

Your access to and use of the services and content provided on [www.newyearstwicel.com](http://www.newyearstwicel.com) are at **YOUR OWN RISK**. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, (NEW YEAR'S TWICE ENTITIES are NEW YEAR'S TWICE founders, officers, directors, employees, agents, representatives, and partners) **DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, and OR NON-INFRINGEMENT.**

NEW YEAR'S TWICE make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from NEW YEAR'S TWICE or through the Services, will create any warranty not expressly made herein.

The Services may contain links to third-party websites or resources. You acknowledge and agree that the NEW YEAR'S TWICE is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by NEW YEAR'S TWICE of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEW YEAR'S TWICE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NEW YEAR'S TWICE EXCEED THE AMOUNT PAID FOR THE SERVICES. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, AND TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT NEW YEAR'S TWICE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Sites (or any features or functionality of the Sites) and the Products at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, and vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

16. **CHANGES**

If **NEW YEAR'S TWICE** decides to change these general terms and conditions, we will post the changed terms and conditions on the Website. You are advised to regularly check whether they have changed. Existing contracts will not be affected by such changes.

17. **NO WAIVER**

No waiver by either you and/or New Year's Twice of any breach and/or default and/or failure to exercise any right allowed under the Terms is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under the Terms.

18. **GOVERNING LAW AND JURISDICTION**

This general terms and conditions in relation to the use of [www.newyearstwice.com](http://www.newyearstwice.com) is hereby governed by, and constructed and enforced in accordance with the laws of the United Kingdom. The competent courts in the United Kingdom shall have the exclusive jurisdiction to resolve any dispute between you and **NEW YEAR'S TWICE**.

19. **FORCE MAJEURE**

Except for payment obligations herein, neither party will be liable for performance delays or for non-performance, and any loss or damage that may result from such delays or non-performance, due to causes beyond its reasonable control, including, without limitation, any act of God, embargo or other governmental act, new pandemic not including COVID-19, epidemic, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, or delay in transportation.

20. **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

21. **TERMINATION**

The obligations and liabilities of you and us incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

22. **MISCELLANEOUS**

You warrant and represent to us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.

23. **ENTIRE AGREEMENT**

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.