

Terms & Conditions

(Valid from 12.8.2021)

General

1. Games are provided under the SO Games (stands for Smart Outdoor Games) brand by Petr Kloucek, Na Skalkach 951, 277 11 Neratovice, Czechia, IC 76181006 (hereby **Provider** or **SO Games**).
2. Hereby **Client** or **Player** is a person who purchased a game operated by the Provider
3. Preferred communication tool between the Provider and Client is email

Game Booking & Purchasing

1. Game booking can be done only on the website
2. The contractual relationship between the Provider and the Client arises by purchasing a game on the website via the payment gate
3. After the successful payment is confirmed by the pay gate provider, activation code(s) will be generated and sent to the Client electronically, namely via email to client's address provided while game booking

Android Device & Application

1. To play the purchased game having SO Games application installed is essential
2. To successfully download and run the application the Client needs to possess a device with Android version 6+ operating system installed. The Provider is not responsible for any technical issues if the Client runs the application on a device with older version
3. The application uses GPS module, therefore devices with no GPS support are cannot be used

Game Download & Activation

1. The client should download the application only from Google Play store, otherwise the Provider is not responsible for possible technical issues. Relevant link for the application source is provided in the email along with the activation code(s)
2. Once the application is installed, use the activation code to download the game to the device. The application will use available internet connection (Wi-Fi, mobile ...)
3. Then the game is ready to be started at the Starting Point. Each game has different starting point specified at its description on the website

Playing Game

1. The application does not need internet connectivity until all tasks are accomplished, meaning the application does not cause any extra costs for consumed data. However, at the end of the game it is possible to submit client's game performance statistics to SO Games server and load current ranking in the Leaderboard. This is optional though.
4. The application leads the player to different places in order to introduce tasks which needs to be solved. The answer is always needed to enter to the application.
5. Every task has one **hint & skip task** option when using them gives the player relevant penalty points:
 - a. **Hint** – gives an extra help to solve the problem
 - b. **Skip task** – can be used to skip whole task without giving the correct answer
6. All games are designed as follows:
 - a. Player never needs to enter private property. All tasks are located at public places
 - b. Solving tasks never asks the player to commit any offence therefore the Provider is not responsible for any possible legal consequences held against the player
7. Player understands they play the games based on their decision at own risk. Meaning if any there are any circumstances which can cause higher risk of injury or harms (i.e. construction site etc.), keep on playing is up to the player consideration. The Provider has no responsibility for possible injuries or other harms
8. Players under 15 years of age have to be accompanied by at least one adult (18 yo+)

Copyright

1. The Player understands all tasks within the game is part of the intellectual property of the Provider and the Player is not allowed to publish these or any other related facts, use them for their own business purposes nor use them any way which could cause any financial loss or other harm to the Provider

limitation of liability

1. The Provider is not responsible for any possible inaccuracy in the in games, especially related to the historical facts
2. If a game has an invented story set into real historical circumstances, it is unable to distinguish between the story and real historical facts
3. Provider is responsible for the SO Games application functionality, not for technical functionality of the device where the application is installed

Agreement

1. The agreement between Client and Provider is done by Client's payment

Agreement Cancelation

1. The Agreement Cancelation can be done only via the Contact Form placed on the Providers website
2. Client is allowed to cancel the purchase agreement within 14 days
3. When canceling the contract, the Client has to provide purchase time & date, their identity information (name, surname, email which was used while game purchasing, game activation code(s)) and preferred way of the delivering the financial compensation
4. Provider is obliged to return the financial amount to the Client within 30 days

Refund Policy

1. The warranty period is 24 months from the purchase date
2. The Client's complaint is solved within 7 days from the date when complaint was raised
3. If the complaint is considered as justified the Financial compensation can be full or partial depending on how serious defect the Client faced
4. Any complaint can be raised via the Contact form on the Provider's website or direct email (info@smartoutdoorgames.com). Further communication will be held via email
5. When claiming the warranty Client has to provide:
 - 5.1. Describe what went wrong / Reason of the warranty claim
 - 5.2. Invoice number
 - 5.3. Name of game which caused issues
 - 5.4. Identity information (name, surname, email which was used while game purchasing)
 - 5.5. Game activation code(s)
 - 5.6. Bank account to be refunded to
6. Client will be refunded by 100% of the purchase price if
 - 6.1. Client cannot start or finish game for any technical reason caused by Provider
 - 6.2. Client is unable to finish game due to an unexpected obstacle on the way for which cannot get to a checkpoint
 - 6.3. Weather was too bad (heavy rain, storm) so you could not play during your stay
 - 6.4. Client could not play due to COVID-19 (or other) restrictions
7. Client will be partially refunded if
 - 7.1. Client could finish the game but you experienced significant issues which bothered you playing
 - 7.2. Client could not solve at least one task for a mistake in a game

Consent to the Processing of Personal Data

1. By purchasing a game on the SO Games website, the Client agrees with processing of their personal data

2. The only data being saved in the Provider's database is the Client's email for the game activation code(s) delivery and possible communication regarding the Client's purchase order, complaints etc.
3. By purchasing a game, the Client agrees to receive possible information emails with frequency not higher than one email per month. Client can unsubscribe from these emails on the SO Games website