

Pop Craft, LLC  
Terms and Conditions

Your class reservation is acceptance and agreement of the terms below.

#### Payment Policy

Payment is due at the time of the reservation to guarantee your seat. Reservations can be made through our website.

Payment made with voucher codes from daily deals sites are subject to the terms and conditions specified on the deal. Multi-person vouchers must be used in their entirety in one workshop, and any unused seats will be forfeited. Expired vouchers may be redeemed for their paid portion by entering the voucher code into the Coupon Code field through the standard checkout process.

Pop Craft reserves the right to cancel a class if fewer than 10 people register and reserves the right to cancel classes for unforeseen circumstances. Registrants will be notified at least 24 hours prior to class time when possible and refunds will be processed.

#### Refund/Return/Cancelation Policy

A credit to be used towards a future purchase will be given for individuals canceling with at least three (3) days advance notice. Credits will not be issued for cancelations made with less than three (3) days advance notice. No shows and late arrivals will not be issued credits.

At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our customers ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

Gift certificates are non-refundable, and may not be redeemed for any cash value. For items purchased to be eligible for a return, your item must be unused and in the same condition that you received it. To complete your return, we require a receipt or proof of purchase.

#### Pop Craft Service

Pop Craft is an entertainment service providing its customers with an evening of craft instruction at local eating and drinking establishments, as well as at various other locations from time to time.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Availability. The availability of Pop Craft events at particular venues will change from time to time and could potentially change on the day of the event. The availability of a specific instructor may also change at our sole discretion without notice.

Class Cancelations. Pop Craft reserves the right to cancel a class if fewer than 10 people register and reserves the right to cancel classes for unforeseen circumstances. Registrants will be notified at least 24 hours prior to class time and refunds will be processed.

Materials Provided. The quality of the materials, equipment and instructor may vary from event to event, and venue to venue, and may be affected by a variety of factors.

End result. Pop Craft makes no representations or warranties about the quality of your finished craft or individual experience.

Start Time. Pop Craft will make every effort to begin the instruction at the designated start time and complete the instruction under two (2) hours, however, the time it takes to begin and complete the instruction will vary based on a number of factors. We recommend you arrive thirty (30) minutes prior to the start of the event.

Pop Craft crafts. Pop Craft may change what crafts will be made on a particular night and may change without notice.

### Privacy Policy and Communications

Any personally identifying information submitted through the Pop Craft service is subject to our Privacy Policy, the terms of which are incorporated herein.

By using the Pop Craft service, you consent to receiving electronic communications from Pop Craft. These communications will include notices about your purchase (e.g., change in event time or venue or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Pop Craft and you receive them as part of the Pop Craft service. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

By using our service, you are consenting to receive certain communications from us. For example, Pop Craft may send you newsletters about new Pop Craft features, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply email [info@popcraftart.com](mailto:info@popcraftart.com) and ask to be removed from future correspondence.

### Binding Arbitration

If a dispute arises on an interpretation of the rights, duties and obligations under these terms, the parties each agree to submit the matter to arbitration in the State of Pennsylvania in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services unless parties otherwise agree. Any award made by the arbitrator will be final and binding and may be entered as a judgment in any court having jurisdiction. The prevailing party will be awarded all costs of arbitration including reasonable attorney's fees.

## POP CRAFT LIABILITY WAIVER

Each participant is required to fill out this form prior to attending a Pop Craft class or event.

Please initial each:

\_\_\_\_\_ RELEASE/WAIVER: I hereby agree to indemnify and hold harmless Pop Craft, LLC and its employees and against any and all claims for personal injuries or damages of any kind arising from participation in Pop Craft workshops.

\_\_\_\_\_ PHOTO CONSENT: By your signature, you agree that Pop Craft may use the below named participants photograph in the routine promotion of its classes and activities and other non-commercial applications.

I fully understand and acknowledge that the activities at a Pop Craft class or event involve inherent risks, dangers and hazards which may result in injury or illness. I hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Pop Craft, its managers, members, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise that I may have, either in my own which may arise from my participation in classes or events or use of equipment provided by Pop Craft.

Please agree to these terms by signing your signature below.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed signature: \_\_\_\_\_