

# Santa In Cork

## Our privacy policy, terms and site conditions

Effective date: August 2024

Milestone Inventive (“us”, “we”, or “our”) operates the Santa in Cork website ([www.santaincork.ie/](http://www.santaincork.ie/)) (the “Service”).

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, listed below.

### Terms of use

These Terms and Conditions (“Terms”, “Terms and Conditions”) govern your relationship with [www.santaincork.ie/](http://www.santaincork.ie/) website (the “Service or Website”) operated by Milestone Inventive. (“us”, “we”, or “our”).

Please read these Terms and Conditions carefully before using the Service or Website.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service or Website.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service or Website.

### General Terms of Use

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

You are prohibited from using any robots, spiders, data mining or scraping technology or any similar third-party tools for the extraction or reproduction of any data or content from our website without our prior written consent.

Whenever you print, download, share or pass on content from our website to others, you must not make any additions or deletions or otherwise modify any text from our website, you must not

alter or change any images, media or graphics from our website in any way, you may not remove any accompanying text from such images, media or graphics, and you must ensure that all content passed on to any third party is an accurate representation of the content as it appears on our website.

You must not reproduce, duplicate, copy or resell any part of our website or any content from our website, save and except to the extent expressly permitted in these Terms of Use.

### **Purchases and Bookings**

Once a ticket has been purchased, the booking is non-refundable.

If you wish to purchase or book tickets or service which we may make available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, and your billing address.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

### **Availability, Errors and Inaccuracies**

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Milestone Inventive.

Milestone Inventive has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Milestone Inventive shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Termination**

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

### **Limitation Of Liability**

In no event shall -, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Milestone Inventive its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Ireland, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## Definitions

- **Service** Service is the <https://www.santaincork.ie/> website operated by Milestone Inventive
- **Personal Data** Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).
- **Usage Data** Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Cookies** Cookies are small pieces of data stored on your device (computer or mobile device). You can learn more about below.

## How Data is Collected on Our Website

### Personal data is collected on our website in the following ways:

- IP addresses, browser types, domain names, access times and referring website addresses are collected via cookies, which are stored in users' web browsers
- Names, addresses, email addresses, phone numbers, credit card details and in some cases details regarding users' accessibility requirements are collected upon the purchase of tickets for Santa in Cork / Milestone Inventive events or of items from our merchandise shop.

## How We Use Cookies

Milestone Inventive allows cookies on its website to improve the visitor experience in accordance with normal practice. When visiting the Festival website, you are given the opportunity to consent to this use via an onscreen pop-up. If you do not wish to consent to this use, consider disabling cookies in your browser settings.

Milestone Inventive contracts a third-party data processor (Fareharbour) , whose activities include the use of third party cookies to create remarketing audiences for the Festival on other digital platforms. This means that personal data obtained via cookies may be automatically processed in order to advertise to you online. The information obtained via cookies is kept as minimal as possible and is processed only as necessary for the tasks listed above. This processing includes the use of Google features such as Google Tag Manager and Google Analytics and Facebook features such as Facebook pixels and custom audiences. In this case, personal data maybe be held and processed for a maximum of ten months.

## How Your Data is Used

Milestone Inventive uses personal data for the purposes of communications, improving the user experience on our website, marketing and processing payments. Data regarding a person's accessibility requirements may be collected during the ticket purchase process in order to provide for persons with disabilities at events.

Personal data is held and processed until such time as you communicate to us in writing that you wish for them to be removed. Data is retained by the Milestone Inventive at its offices in Galway, Ireland except where collection and processing is facilitated by third party data processors.

Milestone Inventive contracts with trusted third parties in order to provide exceptional services which we are not able to offer on its own. Examples of authorised third party data processors include FareHarbour, MailChimp, BriteBiz (BriteVenue) and Survey Monkey.

Milestone Inventive never sells or rents personal data to any third parties and will not share your personal information with an unauthorised third party unless required to do so by law.

## **Data Breach Policy**

Milestone Inventive takes the necessary measures to ensure your personal data is protected including encryption, password protection and physical safeguards. In the unlikely event of a significant data breach, Ireland's Data Protection Commissioner and all affected individuals will be notified within the required legal time frame.

## **Retention of Data**

Milestone Inventive will retain your Personal Data for up to 12 months. We will retain and use your Personal Data to the extent necessary to comply with our legal, revenue, and accounting obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

## **Legal Requirement**

Milestone Inventive may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Battlehour Ltd
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability
- **Security of Data**

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

## **Your Rights**

You have many legal rights when it comes to the personal data you provide. These include the right to withdraw your consent at any time, to know what data is being held about you, to request the removal of your personal data from all Milestone Inventive records and to have this action completed in a timely manner, to object to certain processing of your data, to restrict how your data is used and to lodge a complaint about the handling of your data with a supervisory authority.

You may exercise any of these rights by submitting a written request to Milestone Inventive at [info@milestoneinventive.com](mailto:info@milestoneinventive.com) or by post to:

Milestone Inventive  
11 Henry Street  
Galway, Ireland  
H91 X49N