



TERMS AND CONDITIONS PHOTOGRAPHING SERVICES – PROSANTA LTD

1.12.2024

This document outlines the terms and conditions for the provision of photography services by SantaPark Arctic World. By engaging our services, clients agree to comply with the following terms:

1. Delivery of Photos

1.1 Timely Delivery: Edited photos will be delivered within 2–3 business days via an online link for download. If you have not received the email with the link after 4 business days, please check your spam folder before reaching out to us.

1.2 File Loss or Malfunction: While dual memory cards and professional-grade equipment is used to minimize risk, SantaPark Arctic World cannot guarantee delivery in rare instances of technical failure. In such cases, the client will be informed promptly and offered reasonable solutions.

2. Scope of Service

2.1 Promised Deliverables:

- Daytime Shoots (3 hours): Minimum of 20 high-resolution edited photos.
- Nighttime Aurora Shoots (3 hours): Minimum of 10 high-resolution edited photos.
- 1-hour On-location Shoots: Minimum of 5 high-resolution edited photos.

2.2 Exclusions:

- RAW (unedited) files will not be provided due to the nature of professional editing workflows.
- Nighttime video services are currently unavailable.

3. Behavior and Safety

3.1 Equipment Handling Policy: Guests are strictly prohibited from touching the photographer's camera, gear, or other equipment. Any interference or mishandling of equipment may result in the immediate cancellation of the session without a refund.

3.2 Safety Limitations: The photographer reserves the right to refuse tasks, locations, or setups that compromise their safety, the safety of others, or the safety of their equipment.

4. Equipment and Conditions

4.1 Studio Equipment: Studio-standard lighting and equipment will not be provided for location-based shoots unless specifically agreed upon. Only simple lighting setups are available for indoor photoshoots.

4.2 Environmental Factors: Weather and natural light conditions may impact the quality and outcome of the photos.

5. Modifications to Booked Services

5.1 Extended Sessions:

- Additional time beyond the booked duration will be charged at 150 EUR/hour.
- A buffer of up to 15 minutes may be excused; guests will be informed when extra charges apply.

5.2 Increased Workload: Requests for significantly more content than originally booked may result in extended editing timelines.

6. Sharing and Storage of Files

6.1 Delivery Method: Photos will be shared only with the individual(s) identified during booking.

6.2 Storage Period: Original files will be stored securely for two months and permanently deleted afterward.

7. Aurora Borealis Photography

7.1 Aurora Visibility: The Northern Lights are a natural phenomenon and cannot be guaranteed. Alternative portraits will be captured if the Aurora Borealis does not appear.

7.2 Limitations in Darkness: Extremely dark conditions may prevent capturing fast-action scenes like running or motorsports.

8. General Policy

8.1 Price Adjustments: Prices may change due to tax adjustments or unforeseen operational changes.

8.2 Cancellations: Services may be canceled due to extraordinary circumstances, such as severe weather or operational disruptions. In such cases, full refunds or alternative bookings will be provided, but no additional compensation will be granted.

Terms of payment, cancellation policies, and other conditions are detailed in a separate document provided during booking

9. Refunds

No refunds will be made for any unused services, late arrival or no show of any participants of the activity.

10. Changes by the customer

In the event that you wish to amend your confirmed reservation in any way, ProSanta Ltd will make the preferred amendment if possible and confirm accordingly. ProSanta Ltd reserves the right to additional charges according to the amendments which will be added to the total invoice.

The customer has the right to make changes to customer details on their booking to another person as long as the other person satisfies the terms and conditions of services. Amendment inquiry shall be made no later than seven (7) business days prior to the commencement of the program. All amendment inquiries can be made within office hours in Finland (Monday-Friday, 8:00 – 16:00) and are subject to written approval from ProSanta Ltd.

11. Cancellation

Customer can cancel a confirmed booking at any time pursuant to the cancellation policy. For cancellations, please inform ProSanta Ltd via email. A reference to your booking number or last name that is marked in your confirmation email is needed. Cancellation can be made within office hours in Finland (Monday-Friday, 8:00 – 16:00). The receipt thereof must be acknowledged by ProSanta Ltd via email.

11.2 Standard Cancellation Policy

Our cancellation policy in case of a total or partial cancellation of the booking or move of the booking by the customer:

1. More than 14 days prior to the program - 100% of the payment will be refunded to the customer
2. 14 – 7 days prior to the program - 50% from the total amount will be refunded to the customer
3. 6 days or less prior to the program – no refund

If the cancellation of the reservation by the customer is due to unavoidable and extraordinary circumstances occurring at the place where the services are provided or its immediate vicinity, the total price of the services shall be refunded to the customer, but no additional compensation. Please see terms of COVID-19 related cancellations below.

11.3 COVID-19 related cancellation policy

Cancellation and rescheduling terms of bookings are always assessed based on the valid official restrictions and instructions by the relevant Authorities. The customer is responsible to familiarize himself with such official restrictions and instructions of COVID-19 by the relevant Authorities before making the booking.

ProSanta Ltd may require relevant documentation and official proof e.g. travel documents / flight tickets/ medical document.

11.3.1 The booking can be rescheduled without extra charges or cancelled and refunded if:

1. the borders of the departure country/town/region of the customer are closed by the government at the time of your departure which would prevent the travelling.
2. the Finnish borders or relevant towns/regions are closed by the Finnish government which would prevent the travelling.

3. there are quarantine procedures in place in Finland or in the country of the departure of the customer at the time of departure / arrival date which would prevent the travelling.

11.3.2 We will not rearrange/postpone/refund free of charge if:

1. if the customer was aware or should have been aware of the above-mentioned (11.3.1.) circumstances or official restrictions and instructions by the relevant authorities when the services were booked or if the customer could have reasonably avoided the outcome of such circumstances, for example, by taking a COVID-19 test.
2. the customer voluntarily decides not to travel out of fear of COVID-19.
3. the customer is not capable to travel for being diagnosed with COVID-19 or any other medical condition. Compensations in these cases must be claimed from personal travel insurance, if available.
4. services provided and booked by other service providers than ProSanta Ltd.
5. if the transportation of the travel is cancelled or rescheduled.
6. cancellations made in breach of these terms and conditions

Please notice that all reservations will be considered as no-show reservations and will be charged accordingly unless information and documents requested by ProSanta Ltd has been sent to ProSanta Ltd at least forty-eight (48) hours prior to arrival and approved by ProSanta Ltd.

If the rescheduling of the booking would include changes in the content of the booked services, ProSanta Ltd is entitled to change the content of the booked services and charge the costs of such changes from the customer.

In all other cases Standard Cancellation Policy is followed.

Please notice that ProSanta Ltd withholds all rights for changes in timetables or service content. ProSanta Ltd holds the right to cancel or rearrange the service due to the COVID-19 restrictions issued by the officials until forty-eight (48) hours before the service date.

11.4 Changes and cancellation by ProSanta Ltd:

ProSanta Ltd withholds the right:

1. to change the timetables / contents / duration of the Services due to weather conditions or similar reasons beyond its control.
2. to make any other type of changes to the terms of the service which it provides can be considered to have a minor significance in the services.
3. to cancel the services in case of lack of appropriate amount of customer reservations. Such cancellation must be communicated to the customer min 20 days prior to the scheduled arrival. In such case, the total price of the services shall be refunded to the customer, but the customer is not entitled to compensation for expenses directly related to the services, which are rendered unnecessary due to the cancellation (e.g. obtaining a visa or an access passage).
4. to cancel any service in case of an unavoidable and extraordinary circumstances prevailing. In such case ProSanta Ltd aims to provide the Customer information on cancellation without delay and provide the customer a full refund, but no additional compensation.
5. to terminate a customer's contract if the customer fails to pay for all or part of their services by the agreed due date.

If ProSanta Ltd must make significant changes to the content of the services, it shall notify the customer thereof in writing specifying the nature of the changes and whether or not the change entitles the customer to a price reduction. If after such a notification concerning a change by ProSanta Ltd the customer does not notify ProSanta Ltd of cancellation of services within a reasonable period, the customer is deemed to have accepted the change in the services. If as a result of a cancellation by the customer, ProSanta Ltd offers a similar corresponding service as compensation, the price and detailed information on the content of the corresponding service shall be included.

12. Liability of ProSanta

ProSanta Ltd is responsible for ensuring that the service delivers what has been agreed with the customer.

12.2 Limitation of Liability

ProSanta Ltd shall exercise pro-activity, contingency, due diligence and appropriate health and safety measures in accordance with the laws and regulations of Finland and the Finnish standards of recommended practices of for Services at all times when delivering offered Services under these Terms and Conditions. ProSanta Ltd has a general third-party liability insurance for bodily injury and property damage according to these Terms and Conditions. Where the liability of ProSanta Ltd is not based on a personal injury or result of a willful act or act of gross negligence, the liability of ProSanta Ltd is limited to three times the total price of the Services.

12.3 Other injuries

ProSanta Oy may only be held liable for personal injuries or material damage arising from accidents that have happened during the delivery of the offered Services, and which are caused by negligence of ProSanta Oy or its employees or sub-contractors or by the provision of faulty equipment. ProSanta Oy is not liable for any accidental damage or injury which must be indemnified under the travel insurance of a customer. Personal travel insurance is always highly recommended, especially for any exceptional situations.

Services can be physically demanding, and the participants may be exposed to vibrations. If the customer has any type of health problems, including but not limited to, heart disease, back problems or similar, or if the customer is pregnant, she/he should contact medical experts prior the participation in the Services to ensure whether or not the customer is considered by medical experts to be able to participate. It is the responsibility of the customer to consult ProSanta Oy prior to the commencement of the Services whether he/she is capable to participate due to health or similar issues. ProSanta Oy is entitled to deny a customer's participation for any Services due to health reasons or other issues related to customer's and other participants' safety and /or well-being.

12.4 Force Majeure

ProSanta Ltd cannot be held liable for any losses resulting from unavoidable and extraordinary circumstances (Force Majeure) that are beyond the ProSanta Ltd's control and the consequences of which could not have been avoided even if all reasonable steps had been taken. Such unavoidable and extraordinary circumstances include, for example, orders by the authorities, airspace restrictions, war, other serious security issues, such as terrorism, serious unrest, significant risks to human health, such as pandemic, epidemic and an outbreak of a serious disease at the destination or quarantines related thereof, or natural

disasters such as flooding, earthquakes or weather conditions that make travelling to the destination in a safe manner impossible or that otherwise significantly impede running the

trip as agreed. Such circumstances also include interruptions in the supply of essential services, such as electricity or water, due to a natural disaster or workers' strikes, for example.

13. ProSanta's obligation to provide assistance

If the customer falls ill, has an accident, becomes a victim of a crime or suffers other losses during the services, ProSanta Ltd must provide the customer with information on health services, local authorities and consular assistance as well as access to a means of distance communication and help the customer to make alternative travel arrangements and provide other necessary assistance without undue delay.

The customer will bear the costs of these, and any other special arrangements required by the circumstances (such as new transport, additional nights in a hotel and any additional costs incurred by the organiser) that ProSanta Ltd makes to accommodate the customer's situation. If a situation such as that arises during the services, ProSanta Ltd must provide the customer with appropriate assistance and take any reasonable steps to limit the customer's losses and inconvenience.

ProSanta Ltd has the right to charge a reasonable fee for any such assistance provided, if the customer has caused the situation intentionally or through negligence. However, the fee must not exceed the actual costs incurred by the organiser from providing the assistance.

14. Complaints

ProSanta Ltd shall try to ensure that it exceeds the expectations in every area of the experience arrangement. However, suggestions are very much appreciated to keep improving the quality of the service.

All comments and complaints related to the equipment and condition of the services must be presented immediately when the grounds for complaint occur and directly to ProSanta Ltd through the same channel that the booking was made. If the customer has not been in contact with ProSanta within a reasonable time after the delivery of the Services, the customer loses the right to any compensation unless ProSanta has acted wilfully or out of gross negligence.

Please, do not place your complaints directly on the location to the employees in magical roles, except if the complaint can be resolved and corrected on location.

If the customer and ProSanta Oy cannot reach an agreement on the matter, the customer may refer the matter to the Finnish Consumer Disputes Board (<http://kuluttajariita.fi/en/index.html>).

15. Intellectual Property Rights

ProSanta Ltd reserves the right to use visual material (e.g. photographs or videos) taken during the program, organized by ProSanta Ltd or its suppliers as permitted by the applicable legislation. ProSanta Ltd shall request prior consent to use its photographs and/or videos from customers identifiable in the visual material. ProSanta Ltd may use visual material in publications and promotional materials including but not limited to brochures, invitations, offers, books, newspapers magazines, television, social media, and websites.

If any customer at any time wishes to withdraw his consent for the use of images where he/she is identifiable, they may do so by sending their statement and their portrait that would identify them on the image to ProSanta Ltd. Abiding the regulations of data protection and privacy, ProSanta Ltd is no longer allowed to distribute the image.



Any person or organization not affiliated or subcontracted by ProSanta Ltd cannot use, copy, alter or modify ProSanta's photographs, graphics, videos, recordings or other things without prior written consent of ProSanta Ltd.

16. Applicable Law and Dispute resolution

These terms and conditions are governed by the laws of Finland.

The Finnish Courts shall have the exclusive jurisdiction to settle any dispute, controversy or claim related to the Services provided under these Terms of Service. The District Court having jurisdiction at ProSanta Oy's domicile shall be the court of first instance.

17. Severability

If any part, term or provision of these Terms and Conditions are partly or wholly held invalid, illegal or unenforceable, the validity or enforceability of other provisions, extent part and remainder of these Terms and Conditions shall remain in full force and effect.

18. Changes to these terms and conditions

These Terms and Conditions can be changed by ProSanta Ltd at any time without prior notice, although such changes will not apply to bookings that have already been accepted by ProSanta Ltd. It is therefore essential that all customers read, save and/or print a copy of the Terms and Conditions at the time the booking is placed, to be aware of the provisions in force.

19. Prosanta ltd AND SANTAPARK ARCTIC WORLD

ProSanta Ltd is registered in Finland. License 6921/11/MJ. Registered Office: ProSanta Ltd, Luolakuja, 96910, Rovaniemi, Finland. VAT Number 20631555.

Note: SantaPark Arctic World is a brand name of ProSanta Ltd and SantaPark Ltd. Arctic TreeHouse Hotel Experiences and Arctic TreeHouse Experiences are the marketing names for services provided by ProSanta Ltd. and SantaPark Ltd.

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