

COVID-19 Response Strategy

We believe that a considered and pro-active strategy towards the COVID-19 outbreak and measures introduced to manage our activities in a responsible way mean that services provided by Desert Snow can offer our clients a safe and responsible way to host events in the aftermath of the lockdown.

While nobody knows exactly how long social distancing and sanitising measures will need to continue, clearly there is a need for businesses to find a way out of the present crisis and offer exciting and engaging events again in the future.

Desert Snow has played an important role in the past during times of economic downturn by creating experiences that encourage footfall and return on investment, and we feel that we have a lot to offer on that basis.

Download the <u>Desert Snow COVID-19 Response Strategy</u> for a list of recommendations and measures we are putting in place across all our activities that support operation while promoting social distancing and managing the spread of Covid19.

Download Desert Snow Activities Covid19 Response Strategy













Big. Air. Bag. If those three words evoked visuals of speeding towards a soft and cushy landing, then you've pretty much got the gist of it. We've partnered up with BigAirBag to bring you snowtubing with a kick.

Imagine sitting in an inflatable doughnut tube and going down a ramp, to help you gain maximum speed of course, and then catapulting into the blue skies above before landing on a gigantic air bag. Where do I sign up, you say? Right here!

Thanks to our specially designed snowtubing BigAirBag®, you can multiply the fun with multiple lanes. Sprinkle some snow into the mix and you've got yourself the next wacky winter sport!

Desert Snow are proud to be Partners for BigAirBag in the Middle East.







The low-profile, highly advanced **BigAirBag® ADVENTURE features** multiple air-pillars which absorb impact individually, allowing for simultaneous landings from 8m above ground level.

Manufactured exclusively at their factory in Holland, using the finest German made materials and modern production facilities, the BigAirBag® ADVENTURE is the safest and most durable product of its kind.

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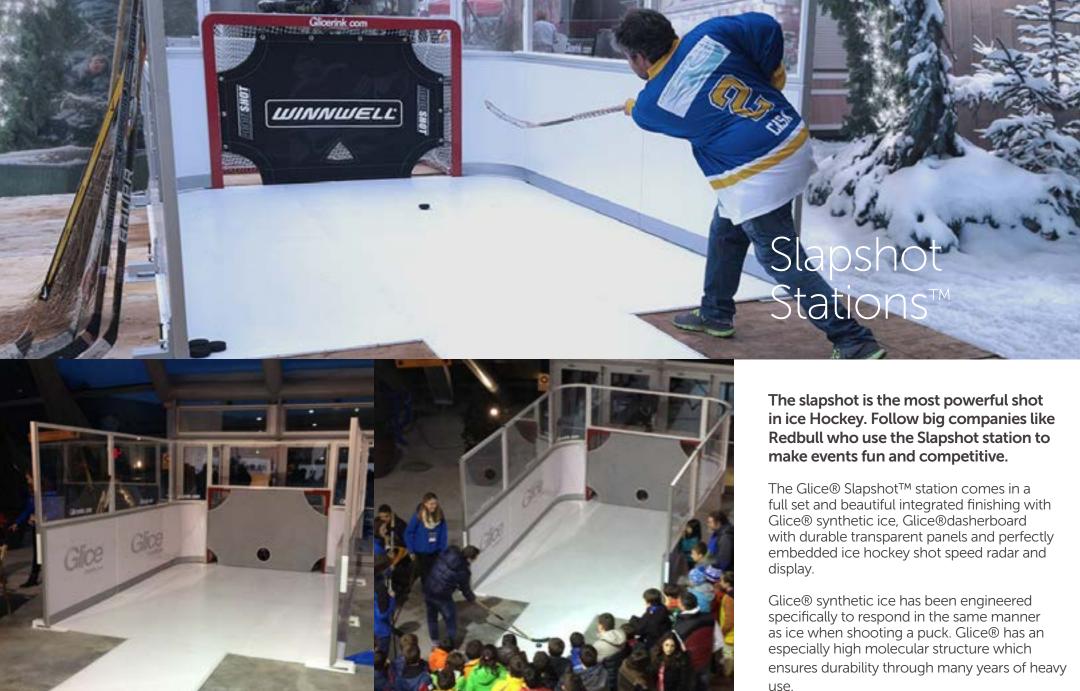
Desert Snow is now the approved Glice® Synthetic Ice Rink Partner for the Middle East region.

Want to ice skate, but have no water, no electricity and no real ice? No problem! Meet Glice – the world's leading premium artificial ice rink. Designed by ice-skating athletes, ingenious scientists and brought to your event by our wintersmiths.

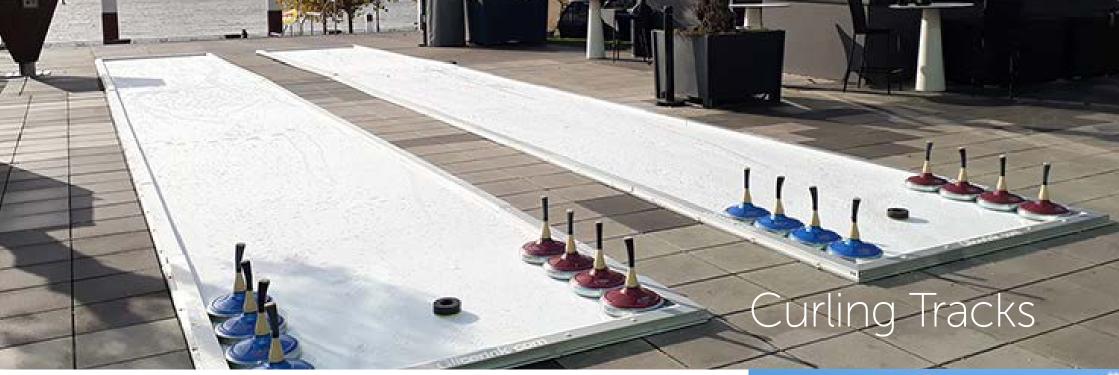
Glice® Zero Energy plastic ice rinks work without electricity or water. Cutting edge manufacturing processes, superior raw materials and high-tech manufacturing result in the world's most advanced and energy efficient artificial ice, which also makes it cost effective.

Happy days!





Desert Snow. Desert Snow Special Effects Production LLC . PO Box 391761 . Street 10A . Al Quoz Ind Area 3 . Dubai . UAE +971.4 338 5578 . info@desertsnow.ae . www.desertsnow.ae



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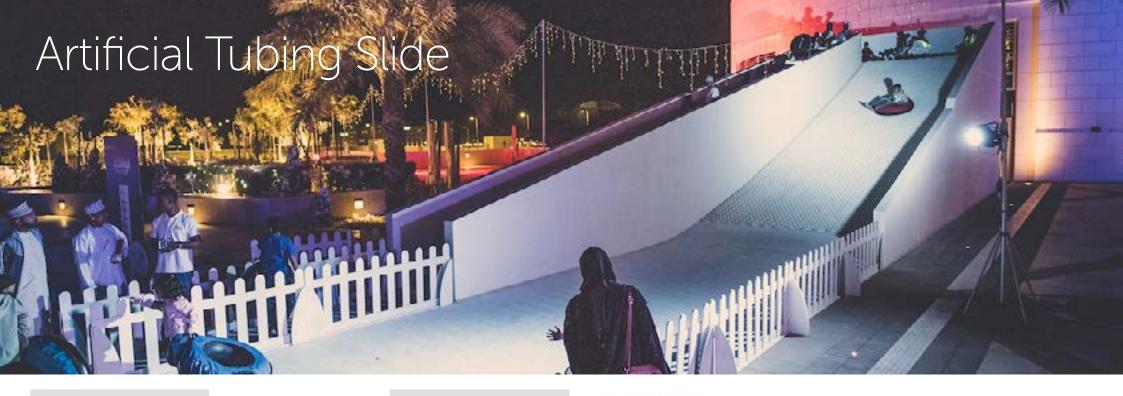
Eisstock Curling, known in Germany as Eisstock Schiessen, is becoming more and more popular around the world. It is a fun game played by all ages and the whole family.

Glice® synthetic ice has been engineered specifically to respond in the same manner as ice when playing Eisstock Curling. Glice® has an especially high molecular structure which ensures durability through many years of heavy use and competitions.

Glice® plastic ice, available in any size and shape, is perfect for:

- Eisstock Curling Schools, Clubs
- A Portable Eisstock Curling solution for summer camps and events
- Family Entertainment Centers, bowling centers, theme parks
- Summer option for conventional Eisstock curling ice rinks
- For Eisstock Curling at home in your garage, backyard or basement





Picket Fence

White wooden temporary fence that creates elegant boundaries and delineations and helps create a pleasant atmosphere during events.



SnowTubes

Canadian made, these are the world's best snow tubes, available for hire or purchase and can be customised with your logo if required.



Who doesn't love hurtling down a slope wedged in a giant inflatable doughnut? That's what slopes are made for! No prior experience or instructors required, just good old gravity to show you a good time.

Using a unique interlocking brush system, we can create all sorts of artificial Dry Slopes from long straight runs to winding ones for your tubing, skiing and snowboarding pleasure, be it indoors or out.

A cost-effective alternative to Real Snow slopes, we can build and install both permanent and temporary structures that will have you squealing from the top of the slope all the way to the bottom.

White Grass

An artificial white grass carpet to add that crisp feel to any festive or winter scene



SnowBrush

Made in Europe, this hard wearing and safe plastic brush system can be fitted to any sloped surface.







Pedal Truck Track

Never before seen in the region, our Snow Plough kids activity is Desert Snow's exciting new activity for 2020.

German made pedal snow plough toys give participants the chance to race around our customised fin track, ploughing snow as they go! Driving fun for kids up to 8 years old.

Note that it is advisable to provide at least two individuals to staff this activity at all times. Never leave the activity unattended.







This is hands down, one of the most a-MAZE-ing activities in our winter arsenal.

Too cheesy? Yeah, we thought so too. That's what happens when you try to do what everyone else does. Which is why you need to ditch the boring ballrooms, square gardens and flat fields for a giant inflatable maze! Hand NERF Water Blasters to kids of all ages and watch your event take off.

Perfect for kids' parties, corporate marketing events and company team building activities, our UK-manufactured inflatable mazes are PIPA-compliant, can be assembled in most internal and external spaces, and measure only 11m wide x 10m deep x 3m high.

For the safety of your kids, both big and small,

we recommend having at least two attendants present to supervise the inflatable maze at all times, and while every attempt will be made during installation to ensure it is secured to the ground, we strongly recommend deflating it in windy conditions.



We take safety seriously. Our maze, designed and built in Europe, is certified by PIPA, the UK Inflatable Play Inspection Authority.





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New for this year is our Snowman Bungee inflatable activity.

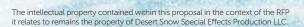
A fun unqiue game for kids ages 8 and up. Players are fixed to bungees from each snowman. The player who fixes all the buttons on their snowman tummy with velcro wins!

Note that it is advisable to provide at least two individuals to staff this activity at all times. Never leave the activity unattended.

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Velora for balls (buttons)



Bouncy Castle

Do NOT underestimate the power of the bounce!

If you're scoffing at this statement, then you either don't have a kid or have never walked past a bouncy castle with one. Now take your ordinary bouncing baby magnet and make it a white winter themed one. You don't stand a chance at ever prying them away from it! In fact, you're probably better off joining in.

Our UK-manufactured bouncy castles are made to PIPA standards, making them high-quality and robust. They are suitable for up to 5 adults or 10 kids, measure 5m wide x 7m deep, and can be assembled in most internal and external spaces.

For the safety of your kids, both big and small, we recommend having at least two attendants present to supervise the bouncy castle at all times, and while every attempt will be made during installation to ensure it is secured to the ground, we strongly recommend deflating it in windy conditions.

What next?

If we haven't already, we will need to carry out a site survey to make sure the location is suitable for the effects we have suggested. If outside the UAE, flights, accommodation & visas should be handled and financed by the client.

Confirmation

To confirm your event or shoot, first of all you should check to ensure everything is available on the dates requested. We operate a first come first serve policy on equipment and crew, which we do not reserve until a deposit has been paid.

We cannot guarantee stock availability for projects that confirm less than 2 weeks prior to the event or shoot commencement date.

Financial

A 50% non-refundable deposit payment is required to confirm an order with the remaining balance due in full prior to set up, installation or delivery. Payment of a deposit or acceptance of this estimate by any means confirms your acceptance of our Terms and Conditions.

We do not offer credit terms to any client for any reason. Payment for goods to be shipped outside the UAE must be paid in full before cargo is loaded.

Estimates are given on the basis of the information available and on the circumstances known to us as being materially correct and not changing. If we have to carry out work in excess of that specified then we will contact you to agree the best way forward. As a rule of thumb, additional work or products will be invoiced separately at our stated rate or RRP unless otherwise agreed.



1. Definitions and Application

- 1.1 These terms and conditions ("the Conditions") shall apply to and be deemed incorporated in all contracts between Desert Snow Special Effects Production LLC ("the Company") and any person to whom it supplies Materials, Goods and/or Services ("the Customer").
- 1.2 The expression "Materials" shall include raw materials and manufactured or part manufactured items of all descriptions. The expression "Goods" shall include the equipment manufactured or part manufactured and the expression "Services" shall include all facilities, services of personnel, vehicles, animals and equipment whatsoever made available by the Company
- 1.3 The expression "Intellectual Property Rights" means all vested contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets. inventions, get-up, database rights and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created;
- The expression "Know-how" means all those patentable and non-patentable inventions, discoveries, improvements, processes and copyright works (including without limitation computer payments) and designs (whether or not registered or registrable) including (without prejudice to the generality of the foregoing) drawings, formulae, test reports, operating and testing procedures, instruction manuals, tables of operating conditions.

2.1 The charges will become due and payable by the Customer upon receipt of a

- request for payment made by the Company. The Customer shall be liable for any loss, damage or expense suffered by the Company arising from any cancellation or variation by the Customer of any contract or order for Materials or Services placed with the Company. If any such cancellation shall occur within 72 hours of the time agreed for commencement of the manufacture and/or supply of the Goods, the Company reserves the right to charge a fee of AED2000 or up to 20% of the contract value. If any such cancellation shall occur within 24 hours of the time agreed for commencement of the manufacture and/or supply of the Goods, the Company reserves the right to charge a fee of AED4000 or up to 50% of the contract value. These charges shall include in full, all direct costs suffered by the Company, loss of profit on rental equipment rental held back, cancellation fees for technicians reserved and stood down. The Company will endeavour to accommodate variations in dates or specifications requested by the Customer but reserves the right to decline to do so.
- 2.3 The Customer shall pay the Company the full replacement value of any Materials or Goods subject to cancellation together with any additional charges payable pursuant to clause 2.1 of the Conditions.
- 2.4 All charges are quoted exclusive of import duties and the Customer shall pay import duty thereon at the then prevailing rate.
- All charges are payable on invoice and the Company shall be entitled to charge late payment fees on balances outstanding after 30 days from invoice.
- The Company reserves the right to add to the charge, the cost of any credit or charge card fee incurred by the Company when receipt of payment is via a credit or charge card. Any overpayment not set off

against a purchase made by the Customer within a period of one year of that overpayment being made, and in the event that the Customer does not request the overpayment from the Company, shall be written off

28 If any cheque paid by the Customer is dishonoured, the Company shall be entitled to make an AED1000 charge to the customer and the Customer's account may be put on to hold until cleared funds are received in full to settle the outstanding account and additional charges.

The Customer shall not be entitled to set-off against sums due to the Company under any contract, any sums claimed by the Customer whether arising under that contract or any other transaction between the parties. The Company shall have a general lien over all Materials and Goods delivered to it by the Customer or created by the Company for the Customer and such lien shall continue until all sums whatsoever and howsoever due from the Customer to the Company have been paid in full

2.11 All property, legal and beneficial, in any Materials, Goods and equipment supplied by the Company shall not pass to the Customer until the Company has received full payment for all sums then owed by the Customer to the

Company. 2.12 Materials, Goods and equipment in respect of which property has remained with the Company shall be kept identifiable as the property of the Company and the Customer shall at its own expense immediately return such materials to the Company, or permit the Company to enter the Customer's premises to collect them, should the Company so request.

3. Risk and Insurance

The Customer acknowledges that: 3.1.1 The Company's charges do not reflect the value of the equipment, Goods or Materials made available or the value of the work upon which the Customer may be engaged;

3.1.2 Some of the specialist work carried out by the Company and some materials supplied by the Company may carry some form of hazard and may present a risk, the Company's charges do not reflect the potential liability to third parties for death injury or damage arising from accident, misuse, breach of contract or negligence;

3.1.3 It is customary in the film and television industries and events (being the industries in which the Company's equipment, services and materials are customarily engaged) for the customer to bear the risks and affect the insurance hereinafter referred to. However the Conditions including the terms and conditions set out in this Clause 3 shall apply regardless of whether the Customer is engaged in the film or television industries or events or otherwise.

All equipment, Goods and Materials made available by the Company shall be at the Customer's risk from the time they leave the Company's premises or the Company's shippers, regardless of whether they remain under the control of the Company's directors, servants or agents.

When shipping is organised by the Company, delivery dates are given in good faith and are only estimates.

All Equipment, Goods, Materials and Services shall be used, stored and rendered at the Customer's risk in all respects.

The Customer shall be solely responsible for all loss or damage to persons or property whatsoever and howsoever (including but not limited to loss or damage occasioned by negligence of or breach of contract by the Company, its directors, servants and agents, save as mentioned in Clause 6.1.6 below).

The Customer undertakes to effect all normal and customary insurance and such further or greater insurance as the Company may advise, having regard to risks arising from the particular operations proposed. The Customer undertakes to ensure that all such policies of insurance are endorsed to the effect that there shall be no recourse against the

3.7 All personnel made available by the Company shall for the purpose of any liabilities to third parties or loss or damage sustained by the Customer or the Company, be deemed the servants of the Customer for the period during which they are made available and the Customer will observe all relevant health and safety regulations governing the employment of such personnel and in particular (but not by way of limitation) will effect for the benefit of such personnel such insurance cover as may from time to time be required by the provisions of the applicable union agreements or law. If the Company makes available vehicles

for such vehicles when driven by persons specifically authorised by the Company. 3.9 If the Company makes available fire fighting equipment, it is acknowledged by the Customer that there can be no quarantee that such equipment will be adequate to meet all or any circumstances that may arise and that accordingly responsibility for observing all proper fire precautions remains with the Customer and the Customer shall effect appropriate insurance as well as making appropriate practical arrangements regardless of any equipment or personnel made available

it will carry fully comprehensive insurance

for this purpose by the Company. 3.10 Where the Company agrees to sell equipment, Goods or Materials to the Customer the risk therein shall pass to the Customer at the time such Materials, Goods or equipment leave the Company's premises.

3.11 In the case of all potentially hazardous special effects or other services the Company shall have the final decision as to whether and/ or the manner in which such services are to be rendered

4. Duties of Customer

4.1 The Customer shall check all equipment, Goods and Materials immediately upon receipt and before use and shall make known to the Company any defects discovered from such inspection. Any defects so discovered will be remedied by the Company without charge. Any defects notified after commencement of use of the Goods or equipment will be remedied by the Company but at the Customers expense unless occasioned by fair wear and tear. The Customer shall be responsible for carriage, insurance and handling charges. In no circumstances shall the Company be responsible for any consequential or other loss or damage whatsoever suffered by the Customer by reason of the breakdown of any Goods or equipment or any delay arising therefrom.

The customer shall make any claim for short delivery within 3 working days of the delivery, if no such notice is received by the company, the goods are deemed to have been delivered in full.

If the customer has cause for dissatisfaction of any kind, for any goods or service provided by the Company, they shall notify the Company not later than 30 days after receipt of the invoice for those goods or services, otherwise the goods or services will be deemed to have been satisfactory.

4.4 The Customer shall not subject any Goods, equipment or Materials to any abnormal, dangerous or hazardous use, nor expose it to any unusual risks and shall not without the Company's prior written consent allow it to leave the Customer's custody, shall not take it across national or state borders and shall not permit it to be transported by air except by a recognised carrier; the Customer will protect all such Goods, equipment and Materials from the elements; will not misuse or abuse them , nor cause them to be stored or operated in

or near hazardous or dangerous conditions or substances.

4.5 The Customer will at all times ensure that all Goods, equipment and Materials made available by the Company are handled and operated in a careful, skilful and proper manner only by appropriately qualified and experienced personnel. Under no circumstances may the Customer alter, including but not limited to modify, adapt, add to, copy or reproduce any equipment, Goods, Material or Intellectual Property Rights as supplied by the Company. The Customer undertakes to observe all statutory safety regulations, all studio and other regulations and all safety requirements and operating instructions specified by the Company; to ensure all safety guards and the like are kept in position; to provide all necessary crowd control and to give adequate prior notice to the police, fire and ambulance services and to all owners and occupants of property in the vicinity of the place where services are to be rendered by the Company

The Customer shall permit no liens or charges to attach to the Company's property nor permit it to be subject to any distraint. The Customer shall be responsible for ensuring that adequate and safe supplies of water, power or other services or facilities are available as necessary to permit the Company to carry out in a prompt and safe manner any contracted services.

Indemnity The Customer undertakes to and shall indemnify the Company its officers, servants and agents and hold them harmless from and against all losses, costs, damages, claims or liabilities whatsoever and howsoever arising from or in connection with: 5.1.1 any failure by the Customer to observe and perform its obligations hereunder: 5.1.2 any claim relating to infringement of any of the Company's Intellectual Property Rights, defamation, obscenity, invasion of privacy or the like in connection with the Customer's material or the use or processing thereof by the Company, its officers, servants

or agents; and any non-compliance with any applicable laws or regulations.

6. Exclusion of liability

6.1 Neither the Company nor any of its officers, servants or agents shall have any responsibility or liability for: 6.1.1 any losses, costs, damages, delays,

failures or other liabilities (together "Losses") suffered by the Customer arising out of a breach of contract by or negligence of the Company (or any of its officers, servants or agents); 6.1.2 any consequential or indirect loss and/or expense (including loss of turnover and profits) suffered by the Customer; 6.1.3 any advice information or assistance

given by the Company, its officers, servants or agents to the Customer other than as a part of the contracted services and the same shall not be communicated by the Customer to any third party in circumstances where the third party might reasonably be expected to rely thereon; 6.1.4 any acts or omissions of any third party introduced by the Company to the Customer, and with whom the Customer enters into any contractual or other arrangement;

6.1.5 any loss, damage or liability to property whether of the Customer or any third party howsoever arising and whether or not occasioned or contributed to by any negligence or breach of contract on the part of the Company, its officers, servants or agents; 6.1.6 death or any personal injury sustained by any person whomsoever and howsoever save that nothing in the Conditions nor in this Clause 6 shall be deemed to exclude or limit the Company's liability for death or personal injury

occasioned by negligence on the part of the

Company, its officers, servants or agents. All warranties, conditions and

representations implied by statute or by common law or by the laws of any foreign country are hereby expressly excluded in so far as it is legally possible to do so.

The Company shall be entitled to rely upon all information, Goods, equipment and Materials made available by the Customer and shall have no obligation to check the same nor shall the Company bear any responsibility for any loss, damage, defect or failure occasioned by any defect in such information, Goods, equipment or Materials.

6.4 Save as provided in Clause 6.1.6 any liability of the Company not excluded by the Conditions shall be limited to the amount of the Company's charges paid or payable by the Customer in respect of the services, equipment and materials supplied by the Company in connection with which such liability has arisen 6.5 Whilst the Company will use every reasonable endeavour to secure prompt performance, time shall not be of the essence hereunder and the Company shall not be responsible for delays however occurring.

6.6 The Company shall not be regarded as being in breach of its obligations hereunder if the Services rendered or Goods or equipment or Materials supplied differ in minor respects from those specified in any quotation given by the Company provided that the Services rendered or Goods or equipment or Materials supplied are of the same standard in all material respects as those so specified

Without prejudice to the provisions of 3 and 4 above if Services or Goods are to be made available or used outside the national or state boundary it shall be the duty of the Customer to notify the Company of all applicable foreign laws and regulations but although the Company shall endeavour to comply therewith so far as is reasonably practicable having regard to the Customer's requirements the responsibility for ensuring such compliance shall rest with the Customer.

7. Intellectual Property

All Know-how and all Intellectual Property Rights used in or generated from or arising as a result of the work undertaken by the Company for the purpose of the contract (to the extent that they are not already vested in the Company prior to their use as aforesaid) vest in and is the absolute property of the Company.

The Customer hereby acknowledges and accepts that it has no claim, including any right of ownership whatsoever in respect of any of the Company's Intellectual Property Rights. For the avoidance of doubt any work that the Customer instructs the Company to carry out is to be strictly interpreted as a specific order only for the supply of Goods and/or Services in accordance with these Conditions.

These Conditions and any order placed by the Customer shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Conditions.

8. Force Majeure

The Company shall not be liable for any Losses suffered by the Customer to the extent resulting from any failure on the part of the Company, its officers, servants or agents caused by or directly or indirectly due to war, terrorism, act of any Government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strikes or lock outs, acts of God, illness, prevention from or hindrance in obtaining raw materials, energy or other supplies or any other similar cause or matter beyond reasonable control of the Seller and during the continuance of such causes or matters the obligation of the Company to the Customer shall be suspended.

9 Credits

appropriate credits on all copies of any film television or video production in respect of which the Company's services, equipment, materials or facilities are made available and, in the case of stage productions and other live activities, credit shall be given to the Company in all programmes issued in respect thereof. The wording of all such credits shall be subject to the Company's approval (not to be unreasonably withheld) usually 'Snow Effects Desert Snow Special Effects Production LLC' The Company may refer to any production in its list of credits, advertising and packaging. The Company may show photographic images of its work in its photo-file, brochures, and show-reel and all other promotional material.

The Customer shall afford to the Company

10. Variations waiver 10.1 No terms or conditions, representations, warranties or undertakings other than those set herein and no variation of the Conditions shall be binding on the Company unless contained in a written instrument expressly varying the Conditions and signed by an officer of the Company

10.2 No waiver and any breach of the Conditions shall be deemed to constitute a waiver of any subsequent breach and no failure or delay on the part of the Company to enforce the Conditions shall prejudice its right subsequently to do so in respect of the same or any other breach.

10.3 The Conditions shall take precedence over any conflicting terms and conditions of business of the Customer.

11. Assignment

The Customer shall not be entitled to assign or sub-licence the benefit of any agreement entered into between the Customer and the Company except with the Company's prior written consent and without prejudice to the Customer's continuing responsibility for performance and observance of the Conditions. The Company reserves the right to assign or sub-contract the performance of any of its obligations and its rights hereunder to any person providing similar services.

12. Governing law

The Conditions and all contracts in which they are incorporated shall be subject to the laws of the UAE and the non-exclusive jurisdiction of the UAE Courts.

13. Unenforceability

If any term or provision of the Conditions shall be held to be illegal or unenforceable under any enactment or rule of law, such term or condition shall to that extent be deemed not to form part of the Conditions and the validity and enforceability of the remainder thereof shall not be effected thereby.

14. Our agreement with you

These terms will remain effective until replaced by any updated Terms and Conditions which we may issue to you or other written agreement between us. Please confirm your agreement in writing to these terms by signing one copy in the space below and returning to us. If you do not return these terms but still decide to instruct us you do so on the basis of these Terms and Conditions. Please do not hesitate to contact us if you wish to discuss these terms before

This is an important document. Please keep your copy in a safe place for future reference.