

TERMS & CONDITIONS

IMPORTANT NOTICE PLEASE READ

Escaped Pty Ltd, trading as EscapeXperience, is a supplier of entertainment game services and corporate facilities, including but not limited to all customer “escape game” entertainment and associated activities. The services provided by Escaped Pty Ltd (“the EscapeXperience Services”) include the access to the EscapeXperience Venue to participate in the Escape Room, a live puzzle game designed for 2-8 people. All dealings with Escaped Pty Ltd will be on these Terms and Conditions (“the Terms”) unless otherwise agreed to in writing by Escaped Pty Ltd. By making a booking or using the facilities at the EscapeXperience venue, it is deemed that you understand and accept the Terms.

1. **CONDITION OF ENTRY:** It is a condition of entry at the EscapeXperience Venue that you have read, accepted and agree to comply with the Terms, and will sign a waiver prior to using our facilities.
2. **GAME SERVICE:** You acknowledge and agree that the entertainment game service is intended to be an intellectual challenge for your entertainment, and is not aimed at testing your physical abilities in any way. You understand that you may be required to interact with the environment, but the game does not require or involve any physical challenges. Without limiting the foregoing, the game does not require the use of excessive force or involve activities such as running, jumping, climbing or any other physical activity that may cause damage or harm to people or property.
3. **RISK WARNING:** Escaped Pty Ltd has made reasonable efforts to identify and minimise any risks associated with entry to the site and participation in the Escape Room. The risks are minimal, including but not limited to tripping over taped down cords or glass breakage in low light conditions. The EscapeXperience Activities should not involve a significant degree of physical exertion for a person of average fitness and health but Escaped Pty Ltd recommends you consider any health conditions you may have before beginning. Escaped Pty Ltd will also inform you of the rules of Escape Room and invites you to raise any concerns you have with Escaped Pty Ltd. Please consider any labels and warnings that have been provided.
4. **LIABILITY:** To the maximum extent permitted by law, but subject to the non-excludable consumer guarantees set in the consumer laws, in no event will Escaped Pty Ltd or its employees, agents and any volunteers be liable in respect of any claim for any indirect or consequential loss or damage

including without limitation personal injury, death, financial loss (such as loss of profits or use of capital or revenue or otherwise) or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort (including negligence), equity, breach of statute or statutory duty or breach of any consumer guarantees. You acknowledge and accept to indemnify Escaped Pty Ltd for the cost of any damage to the EscapeXperience Venue or to another person's property that is caused by you as a participant in the EscapeXperience. You agree not to abuse or use excessive force when handling items in the EscapeXperience Venue. Without limiting the foregoing, this includes, but is not limited to, damaging or modifying passwords on locks or misplacing items.

5. **INDEMNITY:** Certain rights and obligations provided for under the Australian Consumer Law and *Fair Trading Act 2012* (Vic) and the *Competition and Consumer Act 2012* (Cth) ("the Consumer Laws") can only be modified in limited circumstances. These include guarantees to provide services with due care and skill and that are reasonably fit for purpose. The right to sue for personal injury and death caused by breach of the Consumer Laws can be excluded where services provided are 'recreational services' and the loss is not caused by the supplier's recklessness. It is the intention of this waiver to exclude, so far as the law allows, your rights to sue for personal injury and death, including those caused by breaches of the consumer guarantees. Without limiting the foregoing, Escaped Pty Ltd, its employees, directors and agents are not liable to you, your dependents or your legal representatives for any personal injury suffered by you as a result of the entertainment game services or facilities not being supplied with due care and skill or not being reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty by Escaped Pty Ltd. Subject to the foregoing, you accept all risks and hereby waive the right to sue Escaped Pty Ltd, and you release, discharge, and indemnify Escaped Pty Ltd, its employees, directors and agents from any claim, action, demand or proceeding which may be made by you or on your behalf or by other parties for, or in respect of, or arising out of any injuries, loss or damage caused as a consequence of your attendance at EscapeXperience or by the use of our facilities.
6. **CONFIDENTIALITY:** You agree not to disclose any photographs, videos, or other information that Escaped Pty Ltd considers to be confidential without the express consent of Escaped Pty Ltd, including, but not limited to, the puzzles used, the game flow or the elements used, which may be disclosed

to you directly or indirectly, in writing, orally or visually.

7. **COPYRIGHT:** You are not permitted to use, copy, reproduce, modify, adapt, translate, create derivative works, publish, transfer, distribute or sell information that Escaped Pty Ltd considers confidential (in whole or in part) without the prior written consent of Escaped Pty Ltd.
8. **RIGHT OF ENTRY:** Escaped Pty Ltd reserves the right to refuse entry to the EscapeXperience Venue and the use of our facilities.
9. **SAFETY SIGNS:** You agree to adhere to all safety signs displayed, or other directions of EscapeXperience, at all times throughout the EscapeXperience Venue.
10. **VIDEO SURVEILLANCE:** You acknowledge and agree that you give Escaped Pty Ltd express consent to use video surveillance in order to assist with the game flow when reasonably necessary, or to if necessary in the event of damage caused to the EscapeXperience Venue or Escaped Pty Ltd's property.
11. **HEALTH CONDITION:** As a matter of precaution, you are not permitted to use the Facilities if you are in poor health or are impaired by medical conditions that could be worsened by the use of the EscapeXperience facilities. You are responsible for managing your own safety and if in doubt, should consult an EscapeXperience team member or medical professional.
12. **MEDICAL TREATMENT:** You authorise Escaped Pty Ltd to take all reasonable steps that are reasonably necessary in the event of personal injury and you agree to indemnify Escaped Pty Ltd for any costs incurred as a result of emergency medical treatment and ambulance transportation. Despite the foregoing, Escaped Pty Ltd will not be held liable if the steps taken to obtain medical treatment are inadequate.
13. **BOOKINGS:** If you are booking on behalf of a group, please ensure that you have the consent of all members of the party before making a booking and that all members of your party have read and agree to be bound by these terms and conditions. The person who signs the booking form or completes the booking online or by telephone will be the "lead name" for the purposes of the booking. The lead name must be 18 years of age or over at the time of booking. The lead name is responsible for payment of the total booking price, which may include any subsequent cancellation or amendment charges that may be payable. The lead name must confirm

that all the other members of the party agree to be bound by these terms and conditions and provide accurate and full information to the remainder of the group in relation to the booking, including any subsequent changes.

We reserve the right to return your booking money and decline to issue a confirmation at our absolute discretion. A contract will exist between you and us when we issue a confirmation email to the lead name that will confirm the details of your booking. Upon receipt, if you believe that any details on the confirmation information or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies.

Should any additional members of the group be added at a later date, it remains the responsibility of the lead name to ensure that any such members agree to be bound by these terms and conditions and are in receipt of all relevant information relating to the booking.

If you are intoxicated or under the influence of drugs when you reach the EscapeXperience premises, you will not, under any circumstances, be allowed entry to the premises or to play the game and you will not be refunded.

14. **CANCELLATIONS:** Escaped Pty Ltd will not offer any refund for confirmed bookings, purchased vouchers or in case of a no-show.

15. **CHANGES TO BOOKINGS:**

Bookings can be rescheduled once only, up to 48 hours' notice at no charge. Any subsequent rescheduling will attract a fee of \$120.00.
Email: bookings@escapexperience.com.au or call 03 9912 8162.

Bookings less than 48 hours, up to 12 hours' notice can be rescheduled, subject to a reschedule fee of \$120.00.

Last minute cancellations and no shows are not eligible for a refund or a reschedule.

16. **BOOKING ON OTHERS' BEHALF:** In the event that you are booking on behalf of a third party, you acknowledge that you make such purchase as the authorised agent of that third party such that the third party shall be bound by the same Terms as you.

17. **UNDER 18:** An authorised guardian must supervise children under the age of 18 at all times during the use of any of the facilities at the EscapeXperience Venue. The authorised guardian is bound by the Terms on the child's behalf.
18. **PHOTOGRAPHS:** You consent to EscapeXperience taking a team photograph during or at the completion of the EscapeXperience and consent to Escaped Pty Ltd using such photographs for promotional purposes, including but not limited social media use.
19. **FOOD AND DRINK:** Food and/or drink must not be consumed whilst engaging in the Escape Room activities.
20. **SMOKING:** There is strictly no smoking at the EscapeXperience Venue.
21. **MOBILE PHONES:** Mobile phones must not be used whilst engaged in the escape game activities.
22. **DANGEROUS ITEMS:** No dangerous items, sharp objects, lighters or matches are permitted into the EscapeXperience Venue.