

## **CONDITIONS OF ENTRY TO VIRTUAL REALITY PLAY HALL (“VR FACILITY”)**

This is the full text of the conditions of entry to the VR show. Please read these conditions carefully and confirm that you accept these conditions and that you agree to comply with them by signing at the end of this document.

### **1. Terms and Definitions**

- 1.1. The following terms have the corresponding meanings when used in these Conditions, unless the context requires otherwise:
  - a) **Activities** include altitude changes, touching structures and objects and perception of vibrations, air pressure, cold and heat, humidity, and simulated liquids and smells in a virtual environment (each, an **Activity**);
  - b) **Operator** means Hamleys, The Dubai Mall;
  - c) **Player** means every individual who enters the VR Facility;
  - d) **VR** means virtual reality; and
  - e) **VR Facility** means a VR and simulation based play hall or show allowing the Players to communicate with the virtual environment (by participating in the Activities).

### **2. Location of VR Facility**

- 2.1. The VR Facility is located at the following address:

**Hamleys – The Dubai Mall**  
Unit SF – 078, Floor L2  
Financial Center Road  
Dubai  
United Arab Emirates.

### **3. House Rules of VR Facility**

- 3.1. Smoking inside the VR Facility is prohibited.
- 3.2. Taking pictures and/or audiovisual recordings inside the VR Facility are prohibited, except for places specifically reserved for this purpose by the Operator and marked as such.
- 3.3. Players must have their entrance tickets ready for checking by the employees or representatives of the Operator on request. Entrance tickets are non-transferable.
- 3.4. The players who have booked their stay in the VR Facility in advance should turn up at least 10 minutes before the scheduled entry or else their booking may be cancelled.
- 3.5. Payments for entrance tickets to the VR Facility are non-refundable and a ticket may only be exchanged or refunded at the sole discretion of the Operator.
- 3.6. The Operator will make reasonable efforts to assure functionality of all features of the VR Facility throughout the play hall opening hours. Nevertheless, the Operator reserves the right to stop any activity inside the VR Facility any time at its sole

discretion, whether for safety reasons, for the reason of a mechanical fault or for any other reason, with or without prior notice, and without any right of the players to claim a discount or refund.

#### **4. Operator's Warning**

4.1. In the course of a Player's visit to the VR Facility he / she may experience loss of balance, headache, mobility apparatus pain, vertigo, problems caused by air stream, mist or fragrances and in exceptional cases epilepsy-like symptoms, both during and after their stay in the VR Facility.

4.2. (Meet the Dinosaurs) The Operator warns the players that a stay inside the VR Facility may not be appropriate for health reasons for:

- Persons suffering from hypertension, heart diseases, spine pain, epilepsy or any other effect on the senses (olfaction, vision, hearing, touch or speech),
- Persons with physical or mental disorder,
- Persons who are blind or weak-sighted,
- Persons with oversensitivity to smells, loud noises or flashing light,
- Pregnant and lactating women,
- Persons suffering from respiratory diseases or allergies,
- Persons under effect of alcohol or narcotics,
- Persons with inclination to balance disorders,
- Persons under 8 years of age,
- Persons less than 130 cm tall,
- Elderly persons.

4.3. VR is specifically not recommended for:

- a) persons suffering from certain disorders (including, but not limited to, conscience loss, vision disorders, headaches, impaired balance, disorientation, hypertension or any mobility disorder); and
- b) persons under the influence of drugs, medication, alcohol, narcotics or any forms of illegal substances.

4.4. The persons referred to at Clause 4.3 above will not be allowed in the VR Facility.

4.5. Players will not be permitted to stay in the VR Facility for more than 30 successive minutes.

#### **5. Liability of the Operator**

5.1. The Operator shall not be liable for damage caused by force majeure, such as natural disasters, catastrophes, public telecommunication network failures, war or terrorist attacks or power cut or server failure etc. causing service interruption.

5.2. The Operator shall not be liable for damage caused by faults of the VR Facility, faults on the part of third party service operators or by actions necessary for VR Facility operation assurance (such as software updates, server configuration etc.).

- 5.3. The Operator shall not be liable for the behavior of individual users and their method of use of the VR Facility, especially if not in compliance herewith or with the applicable legislation and laws, and for damage or loss caused thereby.
- 5.4. The Operator shall not be responsible for any indirect or consequential losses or for any injury or harm to a Player (or any accompanying person) while using the VR Facility.
- 5.5. If the Operator is proved beyond any doubt to have caused the damage (loss) and it can be made liable for it under applicable laws, then the liability of the Operator shall not exceed the price of stay in the VR Facility and the Player expressly agrees and consents to this liability cap.

## **6. Legal Custodian's Consent with Entry of Players under 18 Years of Age**

- 6.1. In the case of VR Facility entry by persons under 18 years of age who have not yet attained full legal capacity (a **Minor Player**), the consent with these conditions must be granted by their parent or legal custodian who hereby agrees to assure compliance of the minor(s) under his/her care with these conditions of entry to the VR Facility.
- 6.2. The above Clause 6.1 is without prejudice to discretion of that Minor Player in relation to legal actions for which the minor is sufficiently mature at his/her age.

## **7. Personal Data Protection**

- 7.1. The Players hereby acknowledge that Operator as a controller of personal data processes player's personal data for the purposes of:
  - (a) provision of his services based on performance under the contract resulting from these conditions;
  - (b) protecting the property of the operator and property and health of third parties by operating the CCTV cameras in VR Facility, on the basis of legitimate interest pursued by the operator or by a third party;
  - (c) addressing product and service offerings, incl. tailor-made offers, on the basis of the Operator's legal interest.

## **8. Player's Statement**

- 8.1. Each Player enters the VR Facility at his/her own risk and hereby confirms to have carefully read these Conditions and to have been permitted to ask any questions or express any comments in relation to the Operator.
- 8.2. The Player's signature below amounts to explicit acceptance of all risks connected with the VR Facility.
- 8.3. Each Player waives any right to compensation for any loss suffered in connection with his/her participation in the VR Facility.
- 8.4. Each Player is aware that the objects within the VR are not real.
- 8.5. By entering the VR Facility, each Player confirms that he/she:
  - a) is aware that the objects within the VR are not real;
  - b) is physically and psychologically fit and not aware of any health condition that might prevent or compromise his/her participation in the VR Facility.

- 8.6. Each Player agrees to observe instructions of the Operator and its authorized representatives.
- 8.7. Each Player agrees that the Operator and its staff and representatives bear no responsibility for any loss or damage, direct or indirect, however caused in the course of your stay in the VR Facility or immediately afterwards.
- 8.8. Each Player agrees that in the case of suspicion of misappropriation of equipment of the VR Facility you will present your luggage for a check on request of the Operator's staff.

**9. Final Provisions**

- 9.1. These Conditions and legal relations constituted or following from your stay in the VR Facility are governed by the laws of the UAE. Potential disputes shall be settled by the competent Dubai courts. The Operator hereby reserves the right to change the rules of entry to the VR Facility or interrupt a Player's stay in the VR Facility at any time without compensation and with immediate effect.
- 9.2. In the case of suspected fraudulent, dishonest or unfair behavior of players the suspect player(s) may be expelled from the VR Facility without compensation. The Operator's decision about the Player's expulsion is final without appeal.

**Signed by**

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