## CONDITIONS FOR ENTRY TO VIRTUAL REALITY PLAY HALL ("VR SHOW")

This is the full text of 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 your signature at the end of this document.

### 1. Terms and Definitions

- VR show is operated by the business company DIVR LABS s.r.o., business ID: 05214378, registered seat: Thámova 166/18, Karlín, 186 00 Prague 8, File no: C 260130, Commercial Register of Municipal Court in Prague (further referred to as "operator").
- 1.2. <u>VR show</u> is a virtual reality and simulation based play hall or show allowing the players to communicate with the virtual environment. 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.
- 1.3. <u>Player</u> is every individual entering the VR play hall/show.

## 2. Location of VR Show

2.1. VR play hall can be found on the following address: Na Příkopě 854/14, 110 00 Prague - Nové Město, near the Hamleys shops which the VR show is neither sponsored or managed by nor associated with in any manner.

### 3. House Rules of VR Play Hall

- 3.1. The VR show operator warns that VR is not suitable for anybody and is specifically not recommended to persons suffering from certain disorders (including conscience loss, vision disorders, headaches, impaired balance, disorientation, hypertension or any mobility disorder) and persons under an influence of drugs or narcotics. These persons will not be allowed in the VR play hall.
- 3.2. In the course of their visit to the VR show some players 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 show.
- 3.3. Smoking inside the VR show is prohibited. Taking pictures and/or audiovisual recordings inside the VR show are prohibited, except for places specifically reserved for this purpose by the operator.
- 3.4. The players are asked to have their entrance tickets ready for a check by the employees or representatives of the VR play hall operator on their request. The entrance tickets are non-transferable onto another person.
- 3.5. The players who have booked their stay in the VR play hall in advance should turn up at least 10 minutes before the scheduled entry or else their booking may be lost.
- 3.6. Payments for entrance tickets to the VR show are non-refundable and a ticket may only be exchanged or refunded at the sole discretion of the operator.

3.7. The operator will make adequate effort to assure functionality of all features of the VR show throughout the play hall opening hours. Nevertheless, the operator reserves the right to stop any activity inside the VR show 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. The operator warns the players that a stay inside the VR show 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 10 years of age,
  - Persons less than 130 cm tall,
  - Elderly persons,
  - Nobody should stay in the VR show for more than 30 successive minutes.
- 4.2. 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.
- 4.3. The operator shall not be liable for damage caused by faults of VR shows, faults on the part of service operators or by actions necessary for VR show operation assurance (such as software updates, server configuration etc.).
- 4.4. The operator shall not be liable for the behavior of individual users and their method of use of the VR show, especially if not in compliance herewith or with the applicable legislation, and for damage or loss caused thereby.
- 4.5. If the operator is proved beyond any doubt to have caused the damage (loss) and it can be made liable for it, then the liability of the operator shall not exceed the price of stay in the VR show.

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

5.1. In the case of VR show entry by minor players (persons under 18 years of age) not yet attained full legal capacity, the consent with these conditions must be granted by their legal custodian (parent) who hereby agrees to assure compliance of the minor(s) under his/her care with these conditions of entry to the VR show. This is without prejudice to discretion of the minor player in relation to legal actions for which the minor is sufficiently mature at his/her age.

### 6. Personal Data Protection

- 6.1. The players hereby acknowledge that operator as a controller of personal data processes player's personal data for the purposes of:
  - provision of his services based on performance under the contract resulting from these conditions;
  - protecting the property of the operator and property and health of third parties by operating the CCTV cameras in VR show, on the basis of legitimate interest pursued by the operator or by a third party;
  - addressing product and service offerings, incl. tailor-made offers, on the basis of operator's legal interest.
- 6.2. For more information about processing of your personal data, including opt-out options, please see our <u>Principles of Personal Data Protection</u>.

## 7. Player's Statement

- 7.1. You enter the VR show at your own risk and hereby confirm to have carefully read these conditions and to have been permitted to ask any questions or express any comments related to the VR show operators.
- 7.2. Your signature below means your explicit acceptance of all risks connected with stay in the VR show and your waiver of compensation for any loss suffered in connection with your stay in the VR show.
- 7.3. You hereby represent to be aware that the objects within the virtual reality are not real.
- 7.4. You further claim to be physically and psychically fit and to be aware of no health condition that might prevent your stay in the VR show.
- 7.5. You agree to observe instructions of the operator or its authorized representatives.
- 7.6. You agree 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 show or immediately afterwards.
- 7.7. You agree that in the case of suspicion of misappropriation of equipment of the VR show you will present your luggage for a check on request of the operator's staff.

### 8. Final Provisions

- 8.1. These house rules and legal relations constituted or following from your stay in the VR show are governed by the law of the Czech Republic. Potential disputes shall be settled by the competent courts of the Czech Republic in compliance with the relevant rules of procedure pursuant to Act no 99/1963 Coll., the Civil Court Rules of Procedure, in the place of registered seat of the operator.
- 8.2. The operator hereby reserves the right to change the rules of entry to the VR play hall or interrupt your stay in the VR show at any time without compensation and with immediate effect.
- 8.3. In the case of suspected fraudulent, dishonest or unfair behavior of players the suspect player(s) may be expelled from the VR show without compensation. The operator's decision about the player's expulsion is final without appeal.