

Terms and Conditions of Acquisition and Use of Tickets and Vouchers for VR Attraction

(Hereinafter “Conditions“)

Článek 1 Terms and definitions

- 1.1 For the purpose hereof the following capitalised words and phrases will have the below-defined meaning unless otherwise required by the context.
- 1.1.1 **VR Attraction** – is a virtual-reality/simulation-based play hall or attraction allowing the players to communicate with a virtual environment and situated on the address Na Příkopě 854/14, 110 00 Prague - Nové Město, in the Hamleys store, and The Dubai Mall, Dubai, in the Hamleys store.
- 1.1.2 **Limited liability company** – DIVR LABS s.r.o., business ID: 05214378, registered seat: Thámová 166/18, Karlín, 186 00 Prague 8, Commercial Register file no: C 260130, Commercial Register of the Municipal Court in Prague
- 1.1.3 **The Portal for Acquisition of Tickets and Vouchers for VR Attraction** or the **Portal** - is a web site (e-shop) operated by the Operator under domain name www.divrlabs.com where tickets or vouchers for VR Attraction can be purchased for entry to the VR attraction.
- 1.1.4 **User** – any person entering the Portal (above all any person purchasing tickets or vouchers for VR Attraction via the relevant Portal interface).
- 1.1.5 **Participant** – any person entering VR Attraction, above all any person entering the attraction on the basis of a purchased ticket or voucher.
- 1.1.6 **Ticket** – a document issued by the Operator and representing a permission for the holder and other person in the total number specified in the ticket for a single entry to the VR attraction. The method of the Ticket purchase and use is describe din Article 3 hereof.
- 1.1.7 **Voucher** – an electronic document containing a unique code (Voucher number) permitting its holder for its exchange for a Ticket at the Operator.

Článek 2 Preamble

- 2.1 These Terms and Conditions lay down the rights and liabilities of the Operator and the User in connection with access to and use of the Portal, as well as in connection with the acquisition and use of the Tickets and Vouchers for VR Attraction.
- 2.2 Unless proof to the contrary is submitted, the User is deemed to approve these Terms and Condition by any of the below procedures: A) by use of the Portal, or services provided by the Portal, by the User; B) by purchase of Tickets or Vouchers through the Portal; C) in another way showing the User’s acceptance of these Conditions.

Článek 3 Acquisition of Tickets and Vouchers for VR Attraction and Terms and Conditions of Their Use

- 3.1 Tickets for VR Attraction can be purchased via the relevant Portal interface after entering the required data and payment via the payment gate on the Portal

or by other payment methods currently available on the Portal.

- 3.2 The tickets for VR Attraction may only be used for the User defined play time. If the Tickets are not used within the defined play time in the Operator operated venue of the VR attraction they are forfeited without the right for any compensation.
- 3.3 Vouchers for VR Attraction can be purchased via the relevant Portal interface after entering the required data and payment via the payment gate on the Portal or by other payment methods currently available on the Portal.
- 3.4 Vouchers for VR Attraction may only be used for a predefined time-limited period (of 6 months from the date of the Voucher purchase, unless otherwise specified in each individual case). If the Vouchers are not used within the defined period they are forfeited without the right for any compensation.
- 3.5 The Tickets and the Vouchers may only be used for the VR attraction. The Participants entering the VR attraction are liable to read the [Conditions for Entry to VR Attraction](#) first, agree with them and observe them throughout their stay in the VR attraction.

Článek 4 Other Rights and Liabilities of User

- 4.1 The User shall be entitled to use the Portal exclusively in compliance herewith and with the relevant legislation.
- 4.2 The User may address the Operator with his comments and requests by e-mail or by other means specified on the Portal.
- 4.3 When using services of the Portal the User shall not be entitled to interfere with the information system and technology of the Operator, to use system commands in a way changing a function or setting of the system of the Operator or causing use of the Operator’s system systematically or repeatedly to the detriment of anybody, to use any software design in a way affecting functionality or safety of the information system or the Portal or infringing any rights of third parties or the Operator.
- 4.4 The User shall be liable to use Portal services in compliance with applicable valid and effective legislative regulations of the Czech Republic and the European Communities. All damage suffered by the Operator or third parties due to actions of the User shall be compensated by the User in their full extent.

Článek 5 Other Rights and Liabilities of Operator

- 5.1 The Operator shall be entitled to restrict or suspend Portal service provision or Portal functionality or access to it for periods necessary for maintenance or repair of the Portal, the VR attraction or the information system of the Operator or for other reasons on the side of the Operator or third parties.
- 5.2 For operation or other reasons the Operator may change the technical design of the Portal service or the Portal itself.

Článek 6 Personal Data Protection

- 6.1 User personal data protection principles are laid down in the [Principles of Personal Data Protection](#).

Článek 7 Damage Liability and Compensation

- 7.1 The issues of damage liability and damage compensation are governed by the valid law of the Czech Republic, including but not limited to Act no 89/2012 Coll., the Civil Code (CC).
- 7.2 The Operator shall not be liable for damage caused by force majeure, such as natural disasters, war or terrorist attacks or power cut causing the Portal interruption.
- 7.3 The Operator shall not be liable for unauthorised use of Tickets and Vouchers, especially in cases when such use is caused by insufficient security provided by the User and in cases when the use is not caused directly by the Operator's action.
- 7.4 The Operator shall not be liable for services provided by third-party subjects, their quality, quantity or any consequences, and for rights and liabilities connected with these services, accessory to them etc.
- 7.5 The Operator shall not be liable for the behaviour of individual Users and their method of use of the Portal, especially if not in compliance herewith or with the applicable legislation, and for damage or loss caused thereby.
- 7.6 The Operator shall not be liable for damage caused by the Portal failure.
- 7.7 The Operator shall not be liable for any payments, transactions or transfers performed by the User or used by the User for the purpose of Ticket or Voucher purchase. The liability for these is with the providers of the payment (transaction) services and portals. Use of payment terms or methods for the Tickets and Vouchers payment shall be governed by the terms and conditions of their operators without any liability of the Operator.
- 7.8 The Operator shall not be liable for the quality, availability and scope of services provided free of charge. In the context of the thus provided services the User shall not be entitled for withdrawal from the contractual relationship constituted hereby.
- 7.9 If the Operator is proved beyond any doubt to have caused damage (loss) for which it can be made liable, then the liability of the Operator shall be limited by the price of the Ticket or Voucher.

Článek 8 Consumer Clauses

- 8.1 The consumer is a User - natural person - executing the Contract with the Operator outside his business activity or job performance.
- 8.2 For the reason laid down in § 1837 (j) of the Civil Code the purchase of a **Ticket** for the VR attraction cannot be withdrawn from by application of the procedure pursuant to § 1829 of the Civil Code (by withdrawal in 14 days without giving the reason for the withdrawal), for this is the case of a contract on the utilisation of leisure time and the supply (entry to the VR attraction for which the Ticket entitles) is provided on a specified date or within a specified period.
- 8.3 Further provisions of this Art. 8 shall apply to contractual relationships constituted by a **Voucher** purchase implemented remotely, i.e. without the

simultaneous physical presence of both parties or outside the sales points of the Operator.

- 8.4 The Consumer shall be entitled to withdraw from the **Voucher** purchase contract in 14 days from its execution for any or without any reason, including electronically via the Operator's email bookings@divrlabs.com. A template for contract withdrawal without giving the reason for the withdrawal is attached as annex hereto.

Článek 9 Ticket- and Voucher-Related Complaints

- 9.1 The User shall be liable to check the Tickets/Vouchers for correctness and completeness (the place and the time, the price and the number of persons to which it applies and other parameters) immediately after their acquisition. Potential complaints concerning the content of the Tickets or Vouchers must be notified by the User to the Operator immediately after their receipt, but no later than in 3 business days, to the email address of the Operator on bookings@divrlabs.com. Later complaints shall be disregarded by the Operator.

Článek 10 Governing Law and Dispute Settlement

- 10.1 The relationships constituted on the basis hereof shall be governed by the Czech law.
- 10.2 All disputes between the parties following from these Conditions shall be preferably settled by mutual agreement of the parties reached without undue delay. In the case of a dispute with the Operator the User - Consumer - may address the Czech Business Inspection (department of ADR) with a proposal for off-court dispute settlement. The template for the proposal, the proceeding progress description and other information concerning off-court dispute settlement can be found on the web site of the Czech Business Inspection on www.coi.cz.
- 10.3 If the parties are unable to reach the dispute settlement pursuant to the previous paragraph they can address the competent general court of justice any time, except subject to Art. 9.4 below.
- 10.4 If the User is not a Consumer all disputes arising from these Terms and Conditions or in connection with them shall be finally settled by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic pursuant to its rules by one arbiter appointed by the president of the Arbitration Court.

Článek 11 Changes of Terms and Conditions

- 11.1 The Operator shall be entitled to amend these Terms and Conditions at any time. This provision shall not affect the rights and liabilities constituted under the unamended Terms and Conditions. Any amendment shall be notified by the Operator to the User by the publication of the amended version of the Conditions on the Portal.
- 11.2 The User shall express its consent with the new wording of the Amended Terms and Conditions in one of the manners listed in Art. 2.2 above herein.

Článek 12 Final Provisions

- 12.1 If the Operator organises any event (promotional or marketing) with specific terms and conditions then the terms and conditions of the promotional or marketing event shall prevail over the relevant terms and conditions as worded herein. However, if any provision of those special terms and conditions is or becomes invalid or unenforceable the relevant provision hereof shall be used instead for the purpose thereof.
- 12.2 The current wording hereof is available on the Portal where these Terms and Conditions may be consulted at any time.
- 12.3 All communications, including but not limited to notices, reminders, called, commercial information, promotional information and other messages shall be sent electronically, i.e. by email or in another appropriate manner.
- 12.4 Termination of the contractual relationship constituted hereby shall be survived by those rights and liabilities of the contracting parties that must survive until their satisfaction, including but not limited to the receivables of the Operator towards the User and other liabilities of

- the User, including but not limited to the contractual penalty rights of the Operator.
- 12.5 If any provision hereof proves to be invalid validity of these Terms and Conditions as a whole or the contractual relationships following from them shall not be affected. The contracting parties shall agree on a new valid provision replacing the existing invalid provision and corresponding to the maximum possible extent to the purpose of the original replaced provision.
- 12.6 These Terms and Conditions are made in the Czech language. The User hereby agrees that where the Operator makes or provides a translation of the Czech language version hereof for use in a certain foreign country then the translation shall be for information only and the Czech version shall always govern in the case of any discrepancy between the original and the translated version hereof.
- 12.7 These Terms and Conditions come to force and effect on 21. 6. 2018.

Annex:

Template of notification of withdrawal from the voucher purchase contract

ADDRESSEE:
DIVR LABS s.r.o.,
 Thámová 166/18, Karlín,
 186 00 Prague 8
bookings@divrlabs.com

I HEREBY NOTIFY ABOUT MY WITHDRAWAL FROM

My Voucher purchase contract (enter the goods description)

Number of persons:

Venue:

Voucher number:

Voucher validity:

Date of ordering:

Date of receipt:

NAME AND SURNAME OF THE CONSUMER:

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CONSUMER'S EMAIL:

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ACCOUNT NUMBER FOR PURCHASE PRICE REFUND:

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