

Terms and Conditions

City Street Games Ltd

GENERAL TERMS AND CONDITIONS GetOutFun

1. GENERAL TERMS AND CONDITIONS

- 1.1. All GetOutFun escape games in Prague are operated by City Street Games Ltd based in Kaprova 42/14, Old Town, 110 00 Prague 1, company IN: 06555683 (hereinafter referred to as "the Company") and any legal and other relations arising therefrom are following the General Terms and Conditions ("GTC") and the legislation of the Czech Republic. Any disputes arising from these legal and other relations will be settled by the general courts of the Czech Republic.
- 1.2. The Company hereby reserves the right to amend and/or update the GTC by publishing the current GTC on the company's website www.getoutfun.cz.

2. SECURITY RULES

- 2.1. The essential condition for participation in any escape game operated by the Company is the unconditional observation of all safety and operating rules by all Participants who enter into the contractual relationship with the Company based on the use of the app ("**Participant**").
- 2.2. The Participant participates in the escape game at his own risk and responsibility.
- 2.3. The escape games operated by the Company contain exciting and to some point stressful or alarming elements and situations. These elements and situations are part of the game and the given story and none of the Participants gets into a real dangerous situation during the escape game.
- 2.4. If there is a Participant with any type of heart disease or other similar illness, the Participant should consider participating in the game according to their health condition and possible complications resulting therefrom. Every Participant participates in the escape game at his own risk and decision.
- 2.5. The Participant commits not to damage the property of the third parties. The Company is not liable for the Participants' or third parties' property damage.

3. TRADE RULES

- 3.1. All prices listed on the Company's website or in the Company's business premises are final (including tax). Prices for the escape games may vary depending on the date, chosen game, specific time of the game and also the number of people. The specific price is listed in the reservation system on the Company's website and available for inspection at the Company's business premises. Admission can be paid in cash or by credit/debit card, but always before the start of the particular escape game.
- 3.2. Group bookings or special teambuilding/corporate events are welcomed and can be subject of discounted offers. Please, contact the Company for more information. The purchased game has unlimited validity. The Participant is obliged to extend the validity of the purchased game within one year either through the app or in writing. The validity is always extended by 1 year.
- 3.3. Participation in escape game is not recommended for people under 10 years of age. Participants under 15 years of age must be accompanied by a parent or other adult representative throughout the whole game.
- 3.4. The Company reserves the right to cancel any game at any time with full compensation to the Participant.

4. RULES FOR TAKING AUDIOVISUAL RECORDS

- 4.1. The Participant mustn't take any audiovisual, audio or similar records during the game except taking pictures for personal purposes. In case of breaking the rules, the contracting parties arrange a fine 100 000 CZK.

5. GIFT CERTIFICATES (VOUCHERS)

- 5.1. Gift certificates (vouchers) issued and sold by the Company are bearer certificates as set out in provision § 1939 of the Act No. 89/2012 Coll, The New Civil Code, as amended. Gift voucher holder is person who submits the gift voucher on the website or app and is authorized to complete one escape game of their choice together with their chosen game partners, but not in the total number higher than 6 people.
- 5.2. The gift voucher is valid for six months from the date of issue, unless is in the voucher stated otherwise.
- 5.3. Gift voucher prices may vary by selling location or time. If the price of the gift voucher purchased exceeds the price of the voucher holder chosen escape game, any difference in the price will not be refunded to the voucher holder. Similarly, if the price of the gift voucher is lower than price of the escape game the voucher holder is not obliged to pay the difference in prices.
- 5.4. The gift voucher cannot be combined with any other discounts or promotions announced by the Company or individually offered by any of the stores.
- 5.5. Discount vouchers cannot be used in conjunction with another discount vouchers.

6. PROCESSING OF PERSONAL DATA

- 6.1. The personal information and data about the clients and escape games Participants of the Company are carefully saved and secured in the Company's data archives in accordance with the law, in particular with Act No. 101/2000 Coll., Personal Data Protection. The Participant agrees to the processing of personal data in the range that provides in the app and allows the app to obtain personal data by giving the appropriate authorization. Any personal data obtained by the Company may only be used for the purposes of the Company and third-party partners.

7. LIMITATION AND EXCLUSION OF LIABILITY

- 7.1. All information and data presented on the Company's website are for informational and promotional purposes only and do not contain any assurances or warranties that may be directly or indirectly derived from such data. Access to the Company's website and use of the services and links provided on this website is at consideration and responsibility of the User.
- 7.2. The Company will aim to meet the expectations and fulfil all the wishes of its clients. In any case, the Company is not liable for outages or inability provide its services and fulfil its commitments in case of incidence of "force majeure" or acts of third parties that the Company could not have expected or prevented.
- 7.3. The Company is not responsible for any mistakes, misspellings, inaccuracies that may appear in the information and materials posted on the Company's website or app. The Company is also not liable for any delays or outages of the website or app caused by the "force majeure" as well as the failure of telecommunication services, outages of the IT network or related matters.

- 7.4. The Company's website or app may contain links to resources and information of third parties and their websites. These links may be used by the Users of the Company's website after their consideration. These links do not show any endorsement or opinion of the Company with the content of these websites, as well as any other information or advertising banner and link used on the third-party websites.
- 7.5. The Company's website contains cookies in order to save certain user data. Cookies are small text format files used by the Internet to identify visitors, to make websites work more efficiently, to make the access and use of the website easier and monitor users wishes and commands. Also collect information to improve the Company's website content. By filling the reservation form the User agrees to the use of cookies on the website.
- 7.6. The Company is not responsible for any damages, lost profit or costs caused in connection with the use of the website or the Company's app and/or the temporarily inability to use it.
- 7.7. The Company is not responsible for possible failure or limitations of the banking systems serving the payment and payment gateway connected to the Company's reservation system.
- 7.8. In any case of liability of the Company towards the Participant – the amount of liability is limited by the amount of the admission paid by the Participant for the services offered by the Company.

8. WARRANTY DISCLAIMER AND INFORMATION

- 8.1. The Company is responsible to the Participant for the functionality of the escape game. The Company is not responsible for the functionality of User's phone, tablet or other hardware device on which is the game played.
- 8.2. The Participant has the right for the reclaim of product by the Company, either personally or in writing at the headquarter of the Company.
- 8.3. The Participant has no right to reclaim an error that has already been pointed out in the past if there has been granted a reasonable discount on the purchase price.
- 8.4. The warranty period for the Participant is 2 years from the date of purchase.
- 8.5. The Participant is obliged to claim the escape game without delay right after he finds out that there is an error in the escape game.
- 8.6. The Company is obliged to decide on the complaint without undue delay, but no later than within 30 days of its submission. The deadline for the complaint execution runs from the moment of claiming (submitting notification).
- 8.7. The Participant has the right to settlement of reasonably spent costs associated with the claim if the claim is considered as approved.
- 8.8. In case of an error that represents insignificant breach of the contract (regardless whether is the error removable or non-removable) the Participant is entitled to a reasonable discount on the purchase price or eliminating the error.
- 8.9. The warranty period will be extended by the period from the filling of the complaint until its settlement or until the User was obliged to pick up the item or it was electronically accessible. If the goods or part of the goods are replaced it is taken as if it were a purchase of new goods or its part.
- 8.10. If its not possible to monitor the status of the claim on-line, the Company will inform the User of the claim settlement by e-mail or SMS according to his preferences.
- 8.11. To apply the claim, it is necessary to provide User's identification and date and time of the payment. Also, the preferred method of settlement and the account number for the payment.

9. WITHDRAW FROM THE CONTRACT

- 9.1. The Participant may withdraw from the contract within 14 days of receiving the good or the last part of the delivery.
- 9.2. The Participant is entitled to withdraw from the contract at any time prior to delivery of the goods.
- 9.3. The Participant shall send the withdrawal from the contract within 14 days. Participant do not need state the reason for withdrawing from the contract.
- 9.4. The Company is obliged to return to the Participant the full amount of the price of the goods and pay the cost of its delivery within 14 days of withdrawal. The Participant is obliged to provide a bank account number for receiving the payment.
- 9.5. Exceptions: The right of withdrawal do not apply to contract for supply of digital content (unless delivered on a material rack) or to service contracts. In both cases in condition, that fulfilment has been made with prior approval of the Participant prior to the withdrawal from the contract. Acceptance of these terms and conditions is considered the approval of the Participant to the fulfilment.
- 9.6. Providing an escape game through mobile app is considered as a contract for delivering digital content not delivered on a material rack. The User gives consent to the delivery of digital content delivered not on a material rack by agreeing to these terms and conditions.
- 9.7. The Company is justified to withdraw from the contract at any time prior to the delivery of the goods unless it is able to deliver the goods to the Participant within a reasonable time and/or if it appears that the Participant has breached a previous contract with the seller.
- 9.8. The Company has the right to withdraw from the contract if ordered goods is not taken over by the Participant or in case of an obvious mistake in writing (e.g. incorrectly stated prices obviously different from the usual price for the goods). The Company is allowed to withdraw by notice delivered to the Participant at least in the same form as the confirmation of the received order was sent. The Company is obliged to return the received amount within 14 days from the withdrawal.
- 9.9. In order to withdraw from the contract, it is necessary to provide the identification of the Participant and the date and time of the payment in written form. Also, the account number for the payment.

These terms and conditions come into force on 1st December 2018.