

VENUE CONDITIONS OF ENTRY AND TICKET PURCHASE

IMPORTANT NOTICE. By entering the venue, purchasing a ticket for or by using any of the facilities at the venue, you are deemed to agree to the following conditions, which govern our supply of your right to access our premises and/or participate in the Activities (defined below) (the “**Conditions of Entry**”):

1. Health and safety warning:

- 1.1 The Activities may involve extreme physical exertion and elements such as flashing lights, dark areas, sudden and/or unexpected movements, and other extreme forces and effects. Accordingly, participants in the Activities must be mentally and physically fit to participate, free from any health conditions that would adversely affect their participation, and not have been advised otherwise by a medical practitioner.
- 1.2 Observing and supervising those participating in the Activities may also involve extreme physical exertion and elements, such as those described above. Accordingly, observers and supervisors must be mentally and physically fit to observe the participants in such an environment.
- 1.3 At the time of attendance, participants and observers must not have, and have not had close contact with anyone who has, fever, cough, sore throat or shortness of breath, and do not have or been in close contact with anyone who has been diagnosed with or is suspected of having COVID-19.
- 1.4 Further specific restrictions concerning health and safety matters and/or operational requirements (i.e. including rules around appropriate clothing and height, weight and age restrictions) may be displayed throughout the venue via signage, announcements and/or management communication. These must be obeyed at all times.
- 1.5 Management will determine (in its sole discretion) whether a person conforms to the specific restrictions and requirements of the Activities. Please read signage and/or ask management if you are unsure prior to purchasing a ticket.

2. Your responsibilities:

- 2.1 There are inherent risks in the participation in or observation of go-karts, mini karts, bowling, mini golf, Pixel Floor Game and /or arcade machines and other associated activities and attractions (“**Activities**”) at the venue. You are admitted to the venue at your own risk. You, by your participation or attendance, declare that you understand and accept the inherent risks, which would be obvious to a reasonable person, including all risks made known to you by us prior to your participation.
- 2.2 You must not participate in the Activities when under the influence of alcohol or drugs.
- 2.3 You must act with good judgment and consideration, both for yourself and others, and refrain from behaviour which could affect your safety, the safety of others, or the safety of the facilities or the equipment.
- 2.4 You must obey all written and oral instructions and warnings in relation to the Activities, given by us at any time, without objection.
- 2.5 You must use, as instructed, all safety equipment provided when participating in or observing any of the Activities. If you wish to supply/use your own safety equipment (such as motorcycle helmets) then:
 - (a) you must obtain our express prior consent to do so;
 - (b) you acknowledge that we will not be responsible for inspecting or ensuring the safety of any safety equipment that is not provided by us; and,

(c) you do so at your own risk and accept full responsibility for any failure or non-performance of such safety equipment.

2.6 You must report any incidents to management immediately and assist in any investigation of any incident you may have witnessed or in which you may have had some involvement and to honestly and accurately provide information as to any contribution to the incident due to your own actions.

3. Exclusion of liability:

3.1 We will not be liable for any:

(a) death of a participant or attendee;

(b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury) of a participant or attendee;

(c) contraction, aggravation or acceleration of a disease by a participant or attendee; or

(d) suffering the coming into existence of, aggravation of, acceleration or recurrence of any other condition, circumstances, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to a participant, attendee or the community, or that may result in harm or disadvantage to a participant or the community,

however arising from the participant's participation or attendee's attendance in the Activities, including because of negligence, breach of contract, statute, statutory duty or otherwise.

3.2 Without limiting the above, to the extent that liability cannot be excluded but can be limited, then, to the maximum extent permitted by law, our liability in connection with the Services (including the Activities) is limited to (a) the supply of the Services again, or (b) payment of an amount equal to the cost of having the Services supplied again. Further, to the extent permitted at law, you agree that we will not be liable for any consequential, indirect, incidental or special damages, arising out of or in connection with a participant's participation in the Activities.

3.3 However, I understand that nothing in this Disclaimer excludes, restricts or modifies any rights that I may have as a result of a significant personal injury that is caused by the reckless conduct (as that term is defined under the *Competition and Consumer Act 2010* (Cth)) of Game Over North Lakes Pty Ltd .

4. Other conditions:

4.1 The Terms of Supply and Disclaimer (which may be accessed online or at the venue) must be accepted and signed prior to participation in any Activity.

4.2 Parents, guardians, carers and responsible adults are responsible for persons under their supervision and may be required to sign our Terms of Supply and Disclaimer on behalf of a participant.

4.3 These Venue Conditions of Entry and Ticket Purchase and the Terms of Supply and Disclaimer apply to all ticket, event, gift card and voucher purchases and redemptions (as the case may be). Please read all signage and ask management if you do not understand the Venue Conditions of Entry and Ticket Purchase or the Terms of Supply and Disclaimer prior to purchase.

4.4 You must do all things that we deem reasonably necessary or desirable to give full effect to these Conditions of Entry (such as presenting Photo ID).

4.5 You must not bring alcohol onto the premises or inside the venue.

- 4.6 For reasons of safety, you agree to be searched (including your bags, clothes or other possessions) on entry and continued presence in the venue is only permitted if you agree to be searched (including your bags, clothes or other possessions) while in the venue.
- 4.7 Vehicles are parked in the carpark at your own risk. You are responsible for the security of your own personal property and belongings, including any contents in any vehicles parked on site.
- 4.8 If required by us, you must attend safety briefings before being allowed to participate in any of the Activities.
- 4.9 You must not: (i) misuse, damage or tamper with or attempt to misuse, damage or tamper with any elements, facilities, equipment or other property; (ii) remove or attempt to remove from the venue any equipment or other property; (iii) deposit litter, except in receptacle provided for that purpose; (iv) throw or attempt to throw any projectile or other object inside the venue; and, (v) use indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, insulting or indecent manner.
- 4.10 Photographs, videos or sound recordings taken by you must be for personal use and enjoyment only; and not for any commercial purpose. The use of image recording devices is not permitted in any change room or bathroom facility.
- 4.11 You consent to your image being taken at any time for security purposes. Further, you consent and agree to: (i) the recording of your likeness and/or voice by any means (including but not limited to audio and visual recordings and photographs) (together "**Images Recordings**") and (ii) the commercial exploitation of your Recordings by any means by the operator of the venue and its commercial partners for any legal purpose without payment or compensation to you. All Recordings will be handled in accordance with our Privacy Policy, which can be found at <https://www.gameovernorthlakes.com.au/privacy-policy>.
- 4.12 Without prejudice to any other rights, we reserve the right (in our sole discretion) to: (i) refuse entry to, or eject from, the venue any person who is behaving in an inappropriate manner or that is otherwise unsatisfactory to us; (ii) impose further or additional restrictions or limitations on access to any Activities or to the use of the facilities at any time; (iii) modify or vary these Conditions of Entry as well as to devise and introduce new conditions at any time.

