

## Altered Reality Zone

### **General Terms and Conditions**

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## 1. Terms and Conditions applicable to <u>all</u> parts of Altered Reality Zone Operations

#### 1.1 Definitions

#### 1.1.1. Jurisdiction

- I. These terms and conditions relate to laws as defined within the jurisdiction of England and Wales
- II. Altered Reality Zone is a trading name and brand of Janus Digital Enterprises Limited, registered in England under company number 12157155
- III. Nothing within these terms and conditions seeks to exclude liability for anything that may not be excluded by law.

#### 1.1.2. What is Altered Reality Zone

- Altered Reality Zone is a fully portable virtual reality (VR) service based in the city of Derby in the UK. It offers a range of exciting experiences for many types of private events, such as team-based escape, arcade-style and life and culture.
- II. The service is offered throughout the UK as is logistically possible and the company will travel to private event locations as needed.
- III. Altered Reality Zone also offer a special remote 'self-service', making it possible to enjoy the experiences at private addresses in the UK without any company personal being present.
- IV. The experiences are best enjoyed within the custom-made air-inflated "Igloo" allowing several players at a time to enjoy the experiences on offer. However, the system is fully capable of operating without it.

#### 1.1.3. Terms used in the document

- I. "The Altered Reality Zone holding Company Janus Digital Enterprises" = 'JDE'
- II. "Janus Digital Enterprises' Virtual Reality experiences / brand: Altered Reality Zone" = 'A-R-Z'
- III. "Private event organiser / booking originator: company, individual or otherwise" = 'A-R-Z Client'
- IV. "Any real-estate, location or property lawfully under the control (temporary or otherwise) and/or ownership of the 'A-R-Z Owners' = 'A-R-Z Premises'
- V. "A-R-Z Client's chosen location where 'A-R-Z' will host its service and experiences" = 'Client Site'
- VI. "The A-R-Z 'Play-By-Post' service whereby VR equipment is sent out to an 'A-R-Z Client''s private address and they 'self-serve' the 'A-R-Z Experience' with 'A-R-Z Guests' without any 'A-R-Z Staff' being present" = 'Play-By-Post / PBP'
- VII. "The complete equipment, capability and gaming experience / turn-key service made available by 'A-R-Z' to members of the public including the 'Play-By-Post' service" = 'A-R-Z Experience'
- VIII. "Members of an 'A-R-Z Clients' event who will be taking part in the 'A-R-Z Experience' regardless of whether they are paying a fee or not" = 'A-R-Z Guests'
- IX. "Members of the public coming to 'Temp Bases' for the 'A-R-Z Experience' regardless of whether they are paying a fee or not" = 'A-R-Z Customers'
- X. "Any 'A-R-Z Guest' or 'A-R-Z Customer' under the age of 18" = 'Minor Player'
- XI. "Any 'A-R-Z Guest' or 'A-R-Z Customer' designated as a vulnerable adult as per applicable laws" = 'Vulnerable Player'
- XII. "Any 'A-R-Z Guest' or 'A-R-Z Customer' over the age of 18" = 'Adult Player'
- XIII. "The 'A-R-Z' physical enclosure air-inflated Igloo (top and bottom halves) used for the 'A-R-Z Experience'" = 'A-R-Z Igloo'
- XIV. "Any and all equipment, systems and services necessary to run the 'A-R-Z Igloo' and 'A-R-Z Experience' correctly and safely in all settings" = 'Ops Equipment'
- XV. "The sum total of items owned by both 'A-R-Z' or 'JDE' including the 'A-R-Z Igloo', 'Ops Equipment' and all associated documentation, media, services and systems" = 'Assets'
- XVI. "The owners/directors and senior management team of 'JDE' and 'A-R-Z'" = 'A-R-Z Owners'
- XVII. "Any official representative of 'A-R-Z' as formally designated by an 'A-R-Z Owner' whether they be an employee, volunteer or otherwise" = 'A-R-Z Staff'

- XVIII. "A wireless device worn and triggered by an 'A-R-Z Guest' or 'A-R-Z Customer' who has agreed to be designated as the groups captain. The device links to a watch worn by an 'A-R-Z Staff' member to alert them if attention is needed by the group" = 'SOS Device'
  - XIX. "An expression of dissatisfaction of any nature, from any member of the public, through any available channel, whether they were a participant in the 'A-R-Z Experience' or not" = 'Complaint'
  - XX. "A site-based operational risk assessment / survey conducted by a suitably experienced and qualified representative of 'JDE' or 'A-R-Z' which looks at several factors to determine the viability of running the 'A-R-Z Experience' at a particular 'Client Site'" = 'RAMS'
- XXI. "A scenario where the 'A-R-Z Experience' is demonstrated 'free of charge' to a restricted number of people for a limited time period. It is targeted at 'A-R-Z Client's looking to host larger scale private events such as weddings. 'A-R-Z Owners' always have final say on actual demo location."

  = 'Free Demo'
- XXII. "The document used to formally agree the parameters of the 'Free Demo' given to an 'A-R-Z Client'" = 'Free Demo Agreement'
- XXIII. "A scenario where the 'A-R-Z Experience' is taken by 'A-R-Z Staff' to the 'Client Site' and 'A-R-Z' provides this experience for an agreed fee and under certain agreed conditions" = 'Hire'
- XXIV. "The production of a quotation based on original requirements from the 'A-R-Z Client' which will be used to facilitate agreement of the terms for the 'Hire' = 'Hire Quotation'
- XXV. "A legal contractual document used to secure the booking of the 'A-R-Z Experience' by an 'A-R-Z Client' at a 'Client Site' = 'Hire Agreement'
- XXVI. "The Data Protection Policy for 'JDE' and all its brands / subsidiaries" = 'DPP'
- XXVII. "Bookable sessions for the 'A-R-Z Experience' held at a number of 'A-R-Z' preferred locations (within UK and Ireland) for general members of the public in a 'non-private' setting" = 'Public Sessions'
- XXVIII. "'A-R-Z' temporary base of operations on any given day for public sessions" = 'Temp Base'
- XXIX. "'Public Sessions' and 'Play-By-Post' bookings made online through the 'A-R-Z' website" = 'Booked Online'
- XXX. "'Public Sessions' and 'Play-By-Post' bookings made offline via an 'A-R-Z Customer' contacting a member of 'A-R-Z Staff' to assist with making the booking" = 'Booked Offline'
- XXXI. "The sole member of public held accountable by 'A-R-Z' for making the 'Public Sessions' booking on behalf of all other members of their group and ensuring these same members are aware of all details of the booking" = 'Public Booker'
- XXXII. "The collective group assumed by 'A-R-Z' to have agreed to be a part of the 'A-R-Z Experience' 'Public Sessions' booking made by the 'Online or Offline Booker'" = 'Booked Group'
- XXXIII. "The sole member of public held accountable by 'A-R-Z' for making the 'Play-By-Post' booking on behalf of all other members of their group and ensuring these same members are aware of all details of the booking including this document and the player disclaimer" = 'PBP Booker'

#### 1.1.4. Summary of contact details mentioned within this document

- I. 'A-R-Z' has reasonable administration hours for actioning of customer queries (which may differ to actual operational hours for the 'A-R-Z Experience'). These are 0900 to 2000 hours UK time, Monday to Saturday. Outside of these times, 'A-R-Z' <u>cannot</u> guarantee to be able to action any customer requests such as making / modifying bookings for 'Public Sessions' and the 'Play By Post' service. Customer requests are always actioned in a fair and reasonable manner.
- II. Websites
  - a. Main home page: <a href="https://alteredrealityzone.com/experiences/">https://alteredrealityzone.com/experiences/</a>
  - b. Short URL to main home page in (a): <a href="http://arz.events">http://arz.events</a>
  - c. 'A-R-Z Guests' and 'A-R-Z Players' media gallery (not applicable to 'Play-By-Post'): https://arzplay.page
  - d. Booking site for private events 'Hire' and the 'Play-By-Post' service: https://alteredrealityzone.com/experiences/private-hire/
  - e. Booking site for 'A-R-Z Experiences' at 'Temp Base': https://alteredrealityzone.com/experiences/public-sessions/
- III. Email contacts
  - a. Data privacy queries: <a href="mailto:DPO@janusdigital.co.uk">DPO@janusdigital.co.uk</a>

- b. A-R-Z insurance queries: <a href="mailto:insurance@janusdigital.co.uk">insurance@janusdigital.co.uk</a>
- c. Email address for customer enquiries: <a href="mailto:events@alteredrealityzone.com">events@alteredrealityzone.com</a>
- d. Complaints: complaints@alteredrealityzone.com
- e. Online booking cancellations: <a href="mailto:online-cancellations@alteredrealityzone.com">online-cancellations@alteredrealityzone.com</a>

#### IV. Social Media

- a. Facebook: <a href="https://www.facebook.com/arzeventsuk">https://www.facebook.com/arzeventsuk</a>
- b. Twitter: <a href="https://www.twitter.com/arzeventsuk">https://www.twitter.com/arzeventsuk</a>
- c. Instagram: <a href="https://www.instagram.com/arzeventsuk">https://www.instagram.com/arzeventsuk</a>
- d. Google: <a href="https://g.page/altered-reality-zone?gm">https://g.page/altered-reality-zone?gm</a>
- e. TripAdvisor: <a href="https://www.tripadvisor.com/Attraction">https://www.tripadvisor.com/Attraction</a> Review-g187048-d19796523-Reviews-Altered Reality Zone-Derby Derbyshire England.html
- f. LinkedIn: https://www.linkedin.com/company/arzeventsuk
- g. YouTube: <a href="https://www.youtube.com/channel/UCwuQpjoAW6KV3LJ7gDDRaCA">https://www.youtube.com/channel/UCwuQpjoAW6KV3LJ7gDDRaCA</a>
- V. Telephone
  - a. 0330 133 1947
- VI. In writing
  - a. Janus Digital Enterprises Limited (A-R-Z), 42 Crosby Road North, Crosby, Merseyside. L22 4QQ

#### 1.1.5. Force Majeure

- I. There may be circumstances where a booked 'A-R-Z Experience' cannot be fulfilled at the designated time and place for any reason beyond the reasonable control of the 'A-R-Z' team. In these circumstances, 'A-R-Z staff' may be forced to cancel or postpone any and all booked 'A-R-Z Experiences' even if done so with very short notice.
- II. In the event of force majeure, 'A-R-Z' will always endeavour to rebook the 'A-R-Z Experience' at the next available and mutually convenient opportunity. However, in the case that a cancellation must be made, 'A-R-Z' liability will be limited only to any monies already paid to 'A-R-Z' by an 'A-R-Z Guest', 'A-R-Z Client' or 'A-R-Z Customer'.

#### 1.2 Health and safety

#### 1.2.1. Hygiene

- I. 'A-R-Z Staff' will take all reasonable steps to ensure all 'Ops Equipment' is safe, clean and hygienic for any 'A-R-Z Guests' or 'A-R-Z Customers' participating in the 'A-R-Z Experience' in any setting offered.
- II. 'A-R-Z Staff' expect that all 'A-R-Z Clients', 'A-R-Z Guests' and 'A-R-Z Customers', will always meet what is be considered by 'A-R-Z' to be a reasonable hygiene standard.
- III. Animals are not permitted entry to the 'A-R-Z Igloo' nor 'A-R-Z Premises' unless for clear reasons of accessibility in line with UK disability law. i.e. a seeing eye dog.
- IV. 'A-R-Z Staff' reserve the right to refuse access to the 'A-R-Z Experience', 'A-R-Z Igloo, or 'A-R-Z Premises' if any member of the public, including (but not limited to) 'A-R-Z Clients', 'A-R-Z Guests' and 'A-R-Z Customers', are considered by 'A-R-Z Staff' to be unreasonably presented or do not meet a level of hygiene considered socially acceptable.

#### 1.2.2. Approach to COVID-19 safeguarding

- I. The 'A-R-Z Owners' and entire 'A-R-Z' team are fully committed to following all current UK law and government advice regarding the measures that wherever practicable should and must be implemented in response to the COVID-19 pandemic.
- II. As the response to COVID-19 evolves over time, the 'A-R-Z Owners' will ensure their literature is kept up to date to reflect the measures that are in place i.e. through the 'A-R-Z' website <a href="http://arz.events">http://arz.events</a>, printed literature such as posters and flyers and COVID-19 FAQs at: <a href="https://alteredrealityzone.com/experiences/covid19-faq/">https://alteredrealityzone.com/experiences/covid19-faq/</a>. 'A-R-Z Customers', 'A-R-Z Clients', 'A-R-Z Guests' and other related members of the public should always review this literature in all interactions with 'A-R-Z' and alert any 'A-R-Z Staff' member of any concerns.
- III. In order to ensure the continued safety of their staff, 'A-R-Z Customers', 'A-R-Z Guests', 'A-R-Z Clients' and other members of the public, 'A-R-Z' reserve the right at all times to stop the 'A-R-Z Experience' and/or ask non 'A-R-Z Staff' to leave the vicinity of the 'A-R-Z Experience' if deemed

- to be conducting themselves in an unsafe manner. In this case, a refund may be offered at the complete discretion of the applicable 'A-R-Z Staff' member.
- IV. In addition, 'A-R-Z Owners' and 'A-R-Z Staff' reserve the right to recover any reasonable losses (e.g. damage to equipment, cleaning bills, reputation damage, etc.), if any 'A-R-Z Customer', 'A-R-Z Guest' or related continues to participate in the 'A-R-Z Experience' or remain in the vicinity of other members of the public having not correctly flagged any legitimate concern whatsoever regarding COVID-19.
- V. In the case of 'Play-By-Post' (as outlined in section 3), it is expected that the 'PBP Booker' will inform 'A-R-Z' as soon as is reasonably practicable if they have reason to believe that any 'Ops Equipment' supplied by 'A-R-Z' may have come into contact with any person showing symptoms commonly associated with the COVID-19 virus OR has recently produced a positive COVID-19 test.

#### 1.2.3. 'A-R-Z Igloo' operational risk assessments

- I. The 'A-R-Z Experience' is fully portable and 'A-R-Z Staff' are suitably trained and experienced in the assembly, disassembly, transportation and operation of the 'A-R-Z Igloo' and 'Ops Equipment' and associated supporting services.
- II. A full risk assessment with mitigating actions has been conducted specifically for the 'A-R-Z Igloo' and 'Ops Equipment'. Any 'A-R-Z Staff' member upon request will provide this to the requester at the earliest reasonable opportunity. A paper copy is also always held locally with the 'A-R-Z Igloo'.
- III. 'A-R-Z Guests' and 'A-R-Z Customers' will be clearly advised by an 'A-R-Z Staff' member on matters of 'A-R-Z Igloo' safety requirements prior to participating in the 'A-R-Z Experience'.
- IV. In the case of the 'Play-By-Post' service, 'A-R-Z' provide comprehensive written / video safety and instructional guidance for the 'PBP Booker' and their playing group to follow in the absence of 'A-R-Z Staff' being present. Nevertheless, 'A-R-Z' always remain contactable within normal working hours for any queries / concerns.
- V. 'A-R-Z Staff' reserve the right to refuse or discontinue the 'A-R-Z Experience' should any 'A-R-Z Guests' or 'A-R-Z Customers' be deemed (in the opinion of any 'A-R-Z Staff' member) to be compromising the safety of themselves, or any other people around them, including 'A-R-Z Staff' members. In this case, there will be no compensation offered, and 'A-R-Z' may apply a total ban on the provision of future 'A-R-Z Experiences' to single or multiple 'A-R-Z Guests' and 'A-R-Z Customers'.
- VI. There are a number of mandatory health and safety related playing restrictions which <u>all</u> 'A-R-Z Guests' and 'A-R-Z Customers' must agree to via a disclaimer form which is completed when attending the 'A-R-Z Experience' at a private or public event. These are outlined in more detail in section 1.3.2. Note that the 'Play-By-Post' service has a special 'remote online version' of the disclaimer form with similar content tailored for the specific remote use case.
- VII. In the case of the 'Play-By-Post' service, 'A-R-Z' provide comprehensive written / video safety and instructional guidance for the 'PBP Booker' and their playing group to follow in the absence of 'A-R-Z Staff' being present. Nevertheless, 'A-R-Z' always remain contactable within normal working hours for any queries / concerns.
- VIII. As the 'Play-By-Post' service does not have 'A-R-Z Staff' present at the private address, the 'PBP Booker' is thereby held accountable by 'A-R-Z' for the safe use of the 'A-R-Z Experience' at their location and the conduct of their playing group.

#### 1.2.4. 'A-R-Z Igloo' and 'Ops Equipment' accessibility

- I. The entrance to the 'A-R-Z Igloo' is accessible as far as reasonably practicable with an overall height of up to 1.6 metres and width of 1.0 metres. There is no change in level required to enter the 'A-R-Z Igloo' nor once inside it.
- II. Once inside the 'A-R-Z Igloo', movement is restricted by virtue of the required operational placement of the 'Ops Equipment' as well as the physical internal dimensions of the 'A-R-Z Igloo' itself. The 'A-R-Z Owners' will take all reasonably practicable steps to ensure accessibility is optimised within the 'A-R-Z Igloo' interior to allow game play unhindered.

- III. Despite these reasonable steps, the 'A-R-Z' will not be held accountable if an 'A-R-Z Customer' or 'A-R-Z Guest' cannot access 'A-R-Z Premises' or the 'A-R-Z Igloo' or use 'Ops Equipment' for any reasons beyond 'A-R-Z's reasonable control.
- IV. For private events and where practicable, the 'A-R-Z Client' has the option to request the 'A-R-Z Igloo' not be used for their event if accessibility is a concern. This option cannot be guaranteed for 'Public Sessions'.

#### 1.2.5. Injury occurring to any 'A-R-Z Customer' or 'A-R-Z Guest'

- I. If injury occurs when located at 'A-R-Z Premises, 'A-R-Z Owners' will have at least one 'A-R-Z Staff' member present who will be trained in administering <u>basic</u> first aid to anyone that requires it using an available first aid kit kept permanently at 'A-R-Z Premises'. An accident report will always be completed if such basic first aid administration is required by an 'A-R-Z Staff' member. If the medical issue at 'A-R-Z Premises' escalates into a medical emergency, 'A-R-Z' has procedures in place regarding actions to be taken.
- II. 'A-R-Z Staff' members will capture all known near misses related to the 'A-R-Z Experience' to ensure continuous improvement in matters of health and safety.
- III. Unless proven in law to have failed to take reasonably practicable steps regarding due care and attention to health and safety, 'JDE' as a legal entity as well as its representatives: 'A-R-Z Owners' and 'A-R-Z Staff' will not be held liable for any injuries that may occur to any 'A-R-Z Customer', 'A-R-Z Guest' or other member of the public as a result of participation in the 'A-R-Z Experience' (including Play-By-Post). At all times, 'A-R-Z Staff' members administering medical aid, will only act within the reasonable boundaries of their basic first aid training.
- IV. Nothing within these terms and conditions seeks to exclude liability for anything that may not be excluded by law.
- V. Any members of the public interacting with the 'A-R-Z Experience' in any way are strongly advised to listen at all times to the briefings and instructions provided by the 'A-R-Z Staff' and must not touch nor interfere with any equipment or item they have not been instructed to use.
- VI. For the Play-By-Post service, the 'PBP Booker' is strongly advised for the duration of the 'A-R-Z Experience' at their private address to have provisions in place for administering basic first aid in the case of accidents. As per section 1.2.3 (vii), available safety instructions must be carefully studied and followed. In case of doubt, 'A-R-Z' should be contacted for assistance.

#### 1.3 'A-R-Z Guest' and 'A-R-Z Customer' player disclaimer (waiver) form and restrictions

#### 1.3.1. Disclaimer form

- The mandatory disclaimer form has several sections. For health and safety reasons, the majority
  of the disclaimer form sections <u>must</u> have full agreement and sign off from 'A-R-Z Guests' and 'A-R-Z Customers' prior to participation in any and all 'A-R-Z Experiences'. These mandatory sections
  are clearly indicated on the form.
- II. The only exceptions to 1.3.1 (i) are outlined in section 1.5.2 regarding the optional collection and processing of 'A-R-Z Guests' and 'A-R-Z Customers' personal media produced by 'A-R-Z Staff'. Notwithstanding these exceptions, failure to agree to all sections on the form may nevertheless prevent participation in the 'A-R-Z Experience'. This may apply even in the case of any money for the service having already been paid. In this case, a refund may be offered at the complete discretion of the applicable 'A-R-Z Staff' member.
- III. The 'Play-By-Post' service has a special 'remote online version' of the disclaimer form which is mandatory for the 'PBP Booker' and ALL other expected participants to 'read and understand' prior to confirming the booking. As the 'Play-By-Post' service does not have 'A-R-Z Staff' present at the private address, the 'PBP Booker' is thereby held accountable by 'A-R-Z' for the safe use of the 'A-R-Z Experience' at their location and the conduct of their playing group. The form is located here: <a href="https://alteredrealityzone.com/PBP">https://alteredrealityzone.com/PBP</a> player disclaimer.pdf
- IV. 'A-R-Z Guests' and 'A-R-Z Customers' must confirm in advance of participation in the 'A-R-Z Experience' that they are <u>not</u> currently suffering with any symptoms nor have suffered with any symptoms within the last 14 days as commonly associated with the COVID-19 virus. This also

- includes the case where there has been a positive test result for the COVID-19 virus even where no symptoms are / have been present.
- V. All 'Minor Players' and 'Vulnerable Players', must have their disclaimer form completed and signed (or in the case of the 'Play-By-Post': confirmed as 'read and understood') by their responsible adult.

#### 1.3.2. Key restrictions for participation in the 'A-R-Z Experience'

- I. Certain 'Ops Equipment' may not be compatible with some forms of head or eye wear. 'A-R-Z Guests' and 'A-R-Z Customers' (including for Play-By-Post) may need to remove head and ear wear prior to their participation in the 'A-R-Z Experience'. Moreover, reflective clothing, watches, jewellery, etc. may interfere with the 'Ops Equipment' and disrupt the 'A-R-Z Experience'. These items may also need to be removed or covered up prior to participation. If any of these points are not adhered to, 'A-R-Z Staff' reserve the right to refuse or discontinue the 'A-R-Z Experience' for the entire group as necessary without refund.
- II. Due to safety reasons, the 'A-R-Z Owners' recommend that 'A-R-Z Guests' and 'A-R-Z Customers' with epilepsy; who have heart conditions; or are pregnant <u>do not</u> participate in the 'A-R-Z Experience'. If any 'A-R-Z Guests' and 'A-R-Z Customers' choose to ignore this, they do so at their own risk without liability to 'A-R-Z' and its representatives: 'A-R-Z Owners' and 'A-R-Z Staff'.
- III. Active participants must always ensure the hand controller straps are correctly fitted where in use. There is a high risk of the controllers being uncontrollably throw through the air if not safely attached to the active participant.
- IV. Any 'A-R-Z Guests' and 'A-R-Z Customers' deemed (in the opinion of any 'A-R-Z Staff' member) to be under the influence of drugs or alcohol will be denied access to the 'A-R-Z Experience' without refund and risk a permanent ban from the 'A-R-Z Experience'. As the 'Play-By-Post' service does not have 'A-R-Z Staff' present at the private address, the 'PBP Booker' as accountable will need to judge whether drugs or alcohol influence are a factor and prevent participation as applicable.
- V. The use of virtual reality can cause mild nausea in some; 'A-R-Z Staff' will be available should any 'A-R-Z Guests' and 'A-R-Z Customers' need to stop the 'A-R-Z Experience' at any time. Whilst 'A-R-Z Staff' will be actively monitoring the 'A-R-Z Experience', it is the responsibility of the individual to flag if they have concerns through the 'SOS Device' (held with the group captain) or other means. For 'Play By Post', participants are expected to terminate play should they feel unwell at any time.
- VI. 'Minor Players' under 13 years of age may only participate in the 'A-R-Z Experience' if their responsible adult owns the risk of their participation and assume any and all responsibility for their welfare and safety at all times. No representative of 'A-R-Z' will be held liable for any issue in this regard. 'A-R-Z Staff' still reserve the right to deny access to the 'A-R-Z Experience' for under 13 year olds if they consider that such participation would unacceptably compromise health and safety considerations.
- VII. 'A-R-Z Guests' and 'A-R-Z Customers' must (unless directed otherwise or for example using the 'Play-By-Post' service) remain seated and in all cases never overreach with their arms to avoid instability and possible injury. 'A-R-Z Staff' will advise when an 'A-R-Z Guest' or 'A-R-Z Customer' is safe to rise from their seated position if applicable. 'A-R-Z' and its representatives: 'A-R-Z Owners' and 'A-R-Z Staff', will not be held liable for any injuries that occur as a result of a failure to follow their instructions.
- VIII. 'A-R-Z Guests', 'A-R-Z Customers' and other associated members of the public must not play or remain in the vicinity of the 'A-R-Z Experience' if they feel unwell or have a fever, dry cough or any other known symptom commonly associated with the COVID-19 virus infection. Please inform an 'A-R-Z staff' member immediately if this is the case.
- IX. In the case of the 'Play-By-Post' service, 'A-R-Z' offer 'room scale' 'A-R-Z Experiences'.

  Participants must ensure an obstruction free playing area of at least 2x2 metres including an unobstructed floor to ceiling height of at least 2 metres. At no point must any part of an active participant be close to or outside of the safe 'guardian boundary' zone. Participants risk serious injury if this requirement is not followed.

#### 1.4 Conduct

#### 1.4.1. Standards of conduct expected from 'A-R-Z Staff'

- I. 'A-R-Z staff' will at all times conduct themselves in a polite, respectful and helpful manner.
- II. 'A-R-Z staff' will ensure the safety of all 'A-R-Z Guests' and 'A-R-Z Customers' throughout the 'A-R-Z Experience' where reasonably practicable to do so.
- III. Members of the public who are present but not participating in the 'A-R-Z Experience' can also expect the same high standards of conduct from all 'A-R-Z Staff'.
- IV. Should a member of 'A-R-Z staff' be deemed to be conducting themselves in an unsatisfactorily manner, a formal 'Complaint' may be raised in line with our 'Complaints' procedure in section 1.8.

#### 1.4.2. Standards of conduct that 'A-R-Z Staff' expect to receive

- I. 'A-R-Z Staff' have a right to work at all times without fear of abuse or harm which will not be tolerated under any circumstances.
- II. 'A-R-Z Clients', 'A-R-Z Guests', 'A-R-Z Customers' and other members of the public present, will at all times conduct themselves in a polite, safe and respectful manner. Throughout the duration of the 'A-R-Z Experience', they will be expected to listen to all instructions given by 'A-R-Z Staff' (or in the case of 'Play-By-Post via 'remote' written and video instructions) and act accordingly. 'A-R-Z staff' reserve the right to refuse or discontinue the experience without refund if any instructions are not followed.
- III. If any 'A-R-Z Guests', 'A-R-Z Customers' or other members of the public are deemed to be behaving in an inappropriate manner, 'A-R-Z staff' reserve the right to refuse or discontinue the 'A-R-Z Experience'.
- IV. In the case of abuse, harm or otherwise towards any 'A-R-Z Staff' member, the 'A-R-Z Owners' will always involve the appropriate authorities and seek prosecution of the perpetrators to the maximum extent of the law. Such abuse will not be tolerated.

## 1.4.3. Expectations for the treatment of 'Minor Players', other children present, and 'Vulnerable Players'

- At all times, all 'Minor Players', other children present, and 'Vulnerable Players' <u>must</u> be accompanied by a responsible adult. The 'A-R-Z Owners' do not certify any 'A-R-Z staff' to be Disclosure and Barring Service (DBS) checked, and consequently 'A-R-Z Staff' must never be left alone with any 'Minor Player', other child present or 'Vulnerable Player' at any point during the 'A-R-Z Experience' and/or visit to A-R-Z Premises.
- II. The responsible adult is expected to take full responsibility for ensuring that any 'Minor Player' or 'Vulnerable Player' fully understands the 'A-R-Z Experience' safety rules and expectations. The responsible adult must be present with their 'Minor Player' or 'Vulnerable Player' and the 'A-R-Z staff' member whilst the latter is fitting / removing 'Ops Equipment' and conducting briefing and debriefing, etc. 'A-R-Z' and its representatives: 'A-R-Z Owners' and 'A-R-Z Staff', will not be held liable in the case of any 'Minor Player' or 'Vulnerable Player' suffering injury or otherwise as a result of instructions not being clearly communicated to them by their responsible adult.
- III. During the active play of the 'A-R-Z Experience', the responsible adult is expected to continue to observe the 'Minor Player' or 'Vulnerable Player' at all times (via a provided live video feed if the 'A-R-Z Igloo' is in use). In case of concern, they should flag this immediately to the 'A-R-Z Staff' member present who will take appropriate action.

#### 1.5 Data Privacy / Protection

- I. The detail within this section should always be read in conjunction with the 'DPP'
- II. The 'DPP' states that all data processed by 'A-R-Z' (as a legitimate brand of 'JDE') will be done on one of the following lawful bases: consent, contract, legal obligation, vital interests, public task or legitimate interests
- III. All personal data collected for lawful reasons will be used by 'JDE' and 'A-R-Z' for internal purposes only. 'A-R-Z' will never sell an individual's personal data to a third party.

- IV. The 'A-R-Z' holding firm 'JDE' fully complies with data privacy law and has an appointed data protection officer (DPO) and signed off privacy policy which is available upon written email request within five working days to: <a href="mailto:DPO@janusdigital.co.uk">DPO@janusdigital.co.uk</a>. Or without written request via the 'A-R-Z' website: <a href="mailto:alteredrealityzone.com/ARZ">alteredrealityzone.com/ARZ</a> privacy policy.pdf. More information is available in the 'JDE' Data Protection Policy.
- V. As part of normal operations, it is expected that 'A-R-Z' will collect, store and potentially use personal data for lawful purposes as defined by the 'DPP'.
- VI. All media and data captured from individuals and stored by 'JDE' and 'A-R-Z' may as appropriate be shared by 'A-R-Z' with law and related agencies without further notice to / consent from the impacted individuals. This includes any UK government mandated requirement to share data as part of COVID-19 'track and trace'.
- VII. Moreover, unless explicitly instructed not to do so with reasonable cause, 'A-R-Z' may use all lawfully collected personal data from individuals (such as 'A-R-Z Experience' related pictures, videos, comments, etc.) for sales and marketing purposes including publishing through its several social media channels.

#### 1.5.1. Collection, storage and use of personal data

- I. Bookings made online via the <u>alteredrealityzone.com</u> website or offline with assistance of an 'A-R-Z Staff' member: 'A-R-Z' will process information for the 'Public Booker' or 'PBP Booker' (e.g. name, telephone number, address, email address) on behalf of the 'Booked Group' as necessary to secure the booking. This data may be retained within the booking system database for a period of up to five years for the purposes of driving customer services and sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. A tick box confirming the 'Public Booker' or 'PBP Booker' has read and understood the 'DPP' is used as consent for lawful data processing.
- II. When a potential 'A-R-Z Client' wishes to request a free demo for private use of the 'A-R-Z Experience' (via <a href="https://arz.events/">http://arz.events/</a>), 'A-R-Z' will process and securely store their details (e.g. name, telephone number, email address, location) for a period of up to five years for the purposes of driving customer services and sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. By requesting the free demo, the potential 'A-R-Z Client' agrees to their data being processed in this way. A tick box confirming the individual has read and understood the 'DPP' is used as consent for lawful data processing.
- III. At any time, a user of the <u>alteredrealityzone.com</u> website may submit a 'contact us' form to 'A-R-Z'. 'A-R-Z' will then process this data (e.g. name, telephone number, email address) and store it securely for a period of up to five years for the purposes of fulfilling obligations of customer services and sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. By submitting the form, the user agrees to their data being processed in this way. A tick box confirming the individual has read and understood the 'DPP' is used as consent for lawful data processing.
- IV. When an 'A-R-Z Client' wishes to submit a 'Hire' enquiry form (via <a href="http://arz.events/">http://arz.events/</a>) for private use of the 'A-R-Z Experience', 'A-R-Z' will process and securely store their details (e.g. name, telephone number, email address, location) for a period of up to five years for the purposes of customer services, 'Hire' and sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. By submitting the 'Hire' enquiry form, the 'A-R-Z Client' agrees to their data being processed in this way. A tick box confirming the individual has read and understood the 'DPP' is used as consent for lawful data processing. The data is also processed for contract purposes in the case that the 'Hire' enquiry then progress to a 'Hire Agreement'.
- V. Prior to their commencement of the 'A-R-Z Experience', the 'A-R-Z Experience' disclaimer form will collect and securely store an 'A-R-Z Guests' or 'A-R-Z Customers' details (e.g. name, age, email address) for a period of up to five years to ensure there is a legal audit trail to prove their disclaimer form has been agreed to and signed off as well as for sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. By submitting the disclaimer form, the 'A-R-Z Guests' or 'A-R-Z Customers'

- agree to their data being processed in this way. A tick box confirming the individual has read and understood the 'DPP' is used as consent for lawful data processing.
- VI. If a member of the public calls 'A-R-Z' for any reason, or vice versa, an 'A-R-Z Staff' member may process and securely store the caller's details (e.g. name, telephone number, email address, location) for a period of up five years for the purposes of driving customer services and sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. Recorded calls and voicemail may also be retained (e.g. as mp3 files) and stored securely. As a lawful basis, the 'A-R-Z Staff' member will seek verbal consent for the processing of the individual's data where reasonably practicable. If not, then approval for 'A-R-Z' and 'JDE' to process the data will be assumed against the lawful basis of legitimate interests.
- VII. A member of the public may at any time send an email to any of the relevant 'A-R-Z' email addresses contained within these terms and conditions. Upon receipt of this email, an 'A-R-Z Staff' member may process an individual's data and store it securely for a period of up to five years for the purposes of fulfilling obligations of customer services and sales and marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. In this case and on the basis of it not being reasonably practicable to obtain the lawful basis of consent due to nature of the communication received 'A-R-Z' and 'JDE' will process the data against the lawful basis of legitimate interests.
- VIII. A member of the public may at any time have a face-to-face conversation with an 'A-R-Z Staff' member with either party initiating the contact in this manner. The 'A-R-Z Staff' member may (depending on the nature of the face-to-face conversation) process and securely store the member of public's personal details for a period of up five years for the purposes of driving customer services and sales & marketing. After this time assuming no further lawful reason for retention it will be flagged for deletion and actioned as such. As a lawful basis, the 'A-R-Z Staff' member will seek verbal consent for the processing of the individual's data where reasonably practicable (and record as such). If this is not reasonably practicable, then approval for 'A-R-Z' and 'JDE' to process the data will be assumed against the lawful basis of legitimate interests.

## 1.5.2. Media taken of 'A-R-Z Guests' and 'A-R-Z Customers' participating in the 'A-R-Z Experience'

- I. As part of the 'A-R-Z Experience', 'A-R-Z Staff' will normally take photos, screenshots and other media of all 'A-R-Z Guests' and 'A-R-Z Customers'.
- II. Once captured, the media is processed on 'A-R-Z' internal systems, uploaded to the internet and available for free on the 'A-R-Z' controlled website: <a href="mailto:arzplay.page">arzplay.page</a>/abcxyz for viewing and downloading by 'A-R-Z Guests' and 'A-R-Z Customers' and anyone else they may personally authorise as outlined in section 1.5.2 (iii).
- III. This web-based media access will be protected as far as is reasonably practicable by the use of a randomised and unique multi-digit code (signified as 'abcxyz' above) which reduces the likelihood that a casual internet user would be able to find the media in question. At their complete discretion, 'A-R-Z Guests' or 'A-R-Z Customers' can prevent their relevant media being produced in this way (albeit this may then impact an entire playing group). See section 1.5.2 (vi and vii) for more details.
- IV. Unless explicitly requested to do so, 'A-R-Z Staff' will <u>not</u> be producing media in the manner described in section 1.5.2 (iii) of other members of the public who are not participating in the 'A-R-Z Experience'. Non-participating members of the public may produce their own media of their own group, provided they have the group's and 'A-R-Z Staff's' permission.
- V. Any media published publicly by non 'A-R-Z' representatives, must always be credited to 'A-R-Z' and the 'A-R-Z Experience' when appropriate. Members of the public <u>must</u> take reasonable steps to ensure their resultant media will not in any way cause potential or actual damage to the reputation and brand of 'JDE', 'A-R-Z' or its representatives. If necessary, the 'A-R-Z Owners' will take appropriate legal steps to protect and defend 'JDE', 'A-R-Z' and their representatives.

- VI. If any 'A-R-Z Guest' or 'A-R-Z Customer' <u>does not</u> wish to have their personal media used in the ways described above, it is possible for 'A-R-Z Staff' to not collect any media during the 'A-R-Z Experience'. Informing 'A-R-Z Staff' of this choice is achieved via the disclaimer form outlined in section 1.3.1, whereby the 'A-R-Z Guest' or 'A-R-Z Customer' may choose their desired media option in the relevant section. For 'Minor Players' and 'Vulnerable Players' it will be their responsible adult who does this. However, this <u>could</u> mean all participants in the group will be impacted as the 'A-R-Z' media production and processing capability cannot be turned off for a single individual.
- VII. 'A-R-Z' nor its representatives will be held in any way liable for the production of unwanted media due to a failure of an 'A-R-Z Guest', 'A-R-Z Customer' or (in the case of 'Minor Players' and 'Vulnerable Players') the responsible adult to inform an 'A-R-Z Staff' member present of the need to ensure media is not produced in the manner described in this section 1.5.2.

#### 1.5.3. Live video feed / CCTV operating from within the 'A-R-Z Igloo'

- I. To ensure the safety, security and comfort of 'A-R-Z Guests', 'A-R-Z Customers', 'A-R-Z Staff' and 'Ops Equipment', the 'A-R-Z Owners' have equipped the internal 'A-R-Z Igloo' with a live video feed (CCTV).
- II. Due to these safety and security requirements, this video feed will without exception run at all times that the 'A-R-Z Experience' within the 'A-R-Z Igloo' is operational regardless of whether or not consent is explicitly given for 'A-R-Z Guests' and 'A-R-Z Customers'. This is done by 'JDE' and 'A-R-Z' on the lawful basis of legitimate interests.
- III. The captured video will only be stored securely within the internal 'A-R-Z' network and will not be publicly exposed externally to this network (e.g. on a website or social media site or other publicly accessible media) for any reason. Part of the 'A-R-Z' internal network may include secure external cloud-based storage. Video footage captured will be held for up to ten years at which point — assuming no further lawful reason for retention it will be flagged for deletion and actioned as such.
- IV. As well as being written onto secure storage, the video feed will also be shown in real-time during the 'A-R-Z Experience' on a screen mounted near to the 'A-R-Z Igloo' itself and visible to all. As well as for the reasons outlined in 1.5.3 (i), the purpose of this live feed screen is to allow other 'A-R-Z Guests', 'A-R-Z Customers' and related members of the public to enjoy the viewing of players within the 'A-R-Z Igloo'.

#### 1.6 Insurance and liability

- I. 'A-R-Z Owners' confirm all relevant and mandatory insurance is in place for 'A-R-Z' and its associated operations via its parent company 'JDE'. This applies from whatever location 'A-R-Z' are operating / based from at any given time. It also applies to the 'Play-By-Post' service.
- II. A copy of the key features of the policy is available upon written (email) request within five working days to: <a href="insurance@janusdigital.co.uk">insurance@janusdigital.co.uk</a>.
- III. The following areas are covered with appropriate liability limits in place:
  - a. Professional indemnity
  - b. Cyber and privacy
  - c. Multimedia liability and advertising injury
  - d. Property damage
  - e. Personal accident
  - f. Employers' liability
  - g. General liability
  - h. Products liability
  - i. Pollution liability

#### 1.7 Damage and theft

I. The full portability of the 'A-R-Z Experience' means there is a clear risk of damage and theft to bespoke, high specification and costly 'Assets'. In particular, 'A-R-Z Guests', 'A-R-Z Customers' and relevant members of the public interacting either directly or indirectly with the 'A-R-Z Experience' further risk damage or theft re: 'Assets'.

II. This section considers all use cases for the 'A-R-Z Experience' regardless of whether or not 'A-R-Z Staff' are present with 'Assets' and members of the public (e.g. 'A-R-Z Guests', 'A-R-Z Customers', etc.).

#### 1.7.1. Attempted or actual theft or damage (whether intentional or accidental) re: 'Assets'

- I. As far as reasonably practicable, the risk of accidental damage to 'Assets' is mitigated through, for example, numerous safety briefings to 'A-R-Z Guests' and 'A-R-Z Customers' (in the case of the 'Play By Post' service via written guidance and pre-recorded videos); having fully trained and experienced staff; and conducting numerous surveys and risk assessments of locations where the 'A-R-Z Experience' is to be located.
- II. To further mitigate the risk of accidental damage, any members of the public interacting with the 'A-R-Z Experience' are strongly advised to listen at all times to the briefings and instructions provided by the 'A-R-Z Staff' (including those provided in the case of the 'Play By Post' service) and must not touch nor interfere with any equipment or item they have not been instructed to use.
- III. 'A-R-Z' will not tolerate any attempted or actual theft or intentional damage no matter how small to any 'Asset'. On the condition that their own personal security is assured at all times, 'A-R-Z Staff' are fully trained to safeguard 'Assets' and monitor the movements and behaviours of all relevant members of the public involved in the 'A-R-Z Experience'. Action will be taken if theft or intentional damage is either suspected or actually occurs, which will likely result in the complete termination of the 'A-R-Z Experience', a full ban on future events for all members of the group (including non-players) and the involvement of the appropriate authorities.
- IV. In the case of the 'Play By Post' service, 'A-R-Z' hold the 'PBP Booker' wholly accountable for the complete safety and security of all 'Assets' from the point that the relevant 'Play By Service' 'Ops Equipment' is signed over to the 'PBP Booker' from the 'A-R-Z' postal delivery partner (Royal Mail) or an 'A-R-Z Staff' member to the point when the same 'Ops Equipment' is then subsequently safely handed back over to a duly authorised Post Office employee (and proof obtained as such) or an 'A-R-Z staff' member. To protect 'Assets' and reduce the likelihood of abuse, 'A-R-Z' mandate a payment card 'hold' is fully authorised from the 'PBP Booker' before any 'Play By Service' related 'Assets' are shipped to the 'PBP Booker's private address. Section 4 outlines the procedures for this security hold.
- V. Where applicable, CCTV operates at all times to further protect 'Assets' and 'A-R-Z Staff' in case of dispute.
- VI. In the case of 'Play By Post', 'A-R-Z' keep careful visual and written records of the condition of the related 'Ops Equipment'. This is not just related to physical equipment, but also includes the condition of the internal software running the 'Play By Post' equipment. For example core settings, installed games, etc. Upon its return to 'A-R-Z' from the 'PBP Booker', the present condition of the 'Play By Post' 'Ops Equipment' and internal software is compared to these current 'condition records' to establish if damage has occurred which would be attributed to the 'PBP Booker' and/or the postal delivery partner and/or another 3<sup>rd</sup> party. In case of dispute, the 'PBP Booker' is strongly advised to keep their own written and visual records of the condition of the 'Play By Post' 'Ops Equipment' from the point it is received / signed off to them from the postal delivery partner to the point it is handed back to a Post Office employee.

  Moreover, the 'PBP Booker' is strongly advised to ensure that all 'Play By Post' participants never do anything which has not been explained to them by 'A-R-Z' by way of instruction videos. This includes changing unauthorised settings, installing games without permission, interfering with the linked Facebook account and using the inbuilt browser.
- VII. As per section 1.6, 'JDE' and 'A-R-Z' have full and comprehensive insurance and liability policies in place and 'A-R-Z Staff' are fully trained to work within the constraints of these policies. Nevertheless, if any theft or damage (no matter how minor) does occur to 'Assets' attributed to any person / individual other than 'A-R-Z Staff' or 'A-R-Z Owner', the 'A-R-Z Owners' will seek full compensation from the individual(s) concerned or their responsible adult if applicable. Evidence will always be gathered and the full extent of the law will be used as necessary to recover any losses however minor. Moreover, for the 'Play By Post' service, 'A-R-Z Owners' further reserve the right to recover additional losses if the payment card security 'hold' taken from the 'PBP Booker' is deemed insufficient to cover the theft or damage liability proven to be

attributed to negligence on the part of the 'PBP Booker' or their 'A-R-Z Guests' for whom they are fully accountable.

## 1.7.2. Attempted or actual theft or damage (whether intentional or accidental) re: items owned by members of the public

- I. This section does not apply to the 'Play By Post' service whereby 'A-R-Z' is not accountable for any items owned by the public since no 'A-R-Z Staff' member is present while the service is in use by a 'PBP Booker' and their 'A-R-Z Guests'.
- II. 'A-R-Z' holds itself and its staff to extremely high standards and the risk of attempted or actual theft or damage (intentional or accidental) re: items owned by members of the public attributed to 'A-R-Z Staff' is low.
- III. The 'A-R-Z Owners' will never tolerate any form of attempted or actual theft or intentional damage by 'A-R-Z Staff'. 'A-R-Z' internal procedures are in place to deal with the individual(s) concerned including dismissal and prosecution. Without admission of liability, the 'A-R-Z Owners' will work to compensate the impacted party for any proven loss incurred in line with applicable laws.
- IV. Section 1.7.2 (ii) also applies in the case of proven accidental damage by an 'A-R-Z Staff' member to an item owned by a member of the public albeit different 'A-R-Z' internal procedures will clearly apply in the case of suspected accidental damage.
- V. The risk of attempted or actual theft or damage (whether intentional or accidental) occurring from other members of the public is not within the control of 'A-R-Z'. Members of the public are advised to be vigilant of their personal possessions at all times. To help mitigate as far as is reasonably practicable, 'A-R-Z' operate CCTV and in some locations, there may be secure storage available for small personal possessions but this should be relied upon.
- VI. At no time will 'A-R-Z' and its representatives ('A-R-Z Staff' and 'A-R-Z Owners') be held accountable for any attempted or actual theft or damage (whether intentional or accidental) towards a member of the public as a result of the actions of other members of the public present.

#### 1.8 'Complaints'

I. 'A-R-Z Owners' and 'A-R-Z Staff' are committed to dealing with 'Complaints' in a professional way. 'Complaints' of any nature will always be taken seriously and 'A-R-Z' has procedures in place to manage this in the right way. 'A-R-Z Owners' always recommend to speak to the team in person or make a call as this is the best and quickest way to resolve any concerns.

#### 1.8.1. 'Complaints' procedure

- I. 'Complaints' may be <u>received</u> via the following channels:
  - a. In person: any available 'A-R-Z Staff' member present (recommended)
  - b. Telephony: 0330 133 1947 (recommended)
  - c. Email: complaints@alteredrealityzone.com
  - d. Social media channels:
    - Facebook (<a href="https://www.facebook.com/arzeventsuk">https://www.facebook.com/arzeventsuk</a>)
    - Twitter (<a href="https://www.twitter.com/arzeventsuk">https://www.twitter.com/arzeventsuk</a>)
    - Instagram (<a href="https://www.instagram.com/arzeventsuk">https://www.instagram.com/arzeventsuk</a>)
    - Google (https://g.page/altered-reality-zone?gm)
    - TripAdvisor (<a href="https://www.tripadvisor.com/Attraction Review-g187048-d19796523-Reviews-Altered Reality Zone-Derby Derbyshire England.html">https://www.tripadvisor.com/Attraction Review-g187048-d19796523-Reviews-Altered Reality Zone-Derby Derbyshire England.html</a>)
    - LinkedIn: <a href="https://www.linkedin.com/company/arzeventsuk">https://www.linkedin.com/company/arzeventsuk</a>
    - YouTube: https://www.youtube.com/channel/UCwuQpjoAW6KV3LJ7gDDRaCA
  - e. Written letter: Altered Reality Zone Complaints Department, 42 Crosby Road North, Crosby, Merseyside. L22 4QQ
  - Website: alteredrealityzone.com and follow links to 'contact us'
- II. 'A-R-Z' commits to initially <u>acknowledge</u> the 'Complaint' as follows:

- a. In person: 'A-R-Z' will provide verbal acknowledgement of the 'Complaint' received at the time of the conversion and follow up with written confirmation within one working day
- b. Telephony: 'A-R-Z' will provide verbal acknowledgement of the 'Complaint' received at the time of the call and follow up with written confirmation within one working day
- c. Email and website: 'A-R-Z' will provide acknowledgement via email (where provided by the originator) of the 'Complaint' within two working days.
- d. Social media channels: 'A-R-Z' will provide acknowledgement of the 'Complaint' within the applicable social media channel within one working day.
- e. Written letter: 'A-R-Z' will provide acknowledgement of the 'Complaint' received within five working days.
- III. Responding formally to the 'Complaint' with an outcome will depend on the specific detail of the 'Complaint' and what follow up actions it may necessitate. 'A-R-Z' aim to respond with a suitable response and resolution within two working days from the point section 1.8.1 (ii) is actioned by them. Particularly in the case of an "in person" or "telephony" originated 'Complaint', 'A-R-Z' will seek to resolve the complaint there and then. However, this may become longer and the originator of the 'Complaint' will be advised if this is the case.
- IV. Once section 1.8.1 (iii) is actioned by 'A-R-Z', the originator of the 'Complaint' will have the right to respond and escalate further if the 'Complaint' has not been dealt with to their satisfaction. In this scenario, the 'A-R-Z Owners' will seek to meet the originator of the 'Complaint' in person at a suitable location (if practicable / lawful to do so) or will speak with them directly by phone to aim to resolve the 'Complaint' to the satisfaction of all concerned.
- V. In all cases, originators of a 'Complaint' are free to pursue other avenues open to them including legal and otherwise. However, the 'A-R-Z Owners' would always request all parties first work together collaboratively to find a reasonable and amicable solution.

# 2. In addition to section 1, Terms and Conditions applicable to Altered Reality Zone at a Private Event ('Client Site') with 'A-R-Z Staff' in attendance

#### 2.1 Health and safety

- 2.1.1. 'Client Site' operational risk assessments and 'Client Site' survey
  - I. As per section 1.2.2, 'A-R-Z' has completed its own risk assessment with regards to the specific operation of the 'A-R-Z Experience' in isolation.
  - II. When the 'A-R-Z Experience' is requested to attend at a 'Client Site' for either a 'Free Demo' or 'Hire', it is mandatory for 'A-R-Z' representatives to conduct a separate risk assessment which via physical survey of the 'Client Site' will support the creation of relevant 'RAMS'. 'A-R-Z' representatives will examine all aspects of the 'Client Site' and determine what (if any) mitigating actions or changes are needed to allow the 'A-R-Z Experience' to operate correctly and safely prior to any formal or contractual agreement being in place with the 'A-R-Z Client' at the 'Client Site'. Examples (not exhaustive) of areas 'A-R-Z' will examine include:
    - Physical location of the 'Client Site' and ease of access for vans, cars, the 'A-R-Z Igloo' and 'Ops Equipment'
    - Security of the 'A-R-Z Staff', 'A-R-Z Guests', members of the general public and all 'A-R-Z' owned assets
    - Availability of general first aid and provisions in place to deal with more urgent medical emergencies.
    - Full accessibility to the 'Client Site' and the 'A-R-Z Igloo' for: 'A-R-Z Guests', members of the public (as applicable) and all 'Ops Equipment'
    - Evacuation and emergency procedures (e.g. fire, flood, medical)
    - Environmental factors (e.g. strong and stable 4G signal or readily available WiFi access)
    - Space requirements
    - Power requirements

- Comfort factors for 'A-R-Z Staff', 'A-R-Z Guests' and members of the public (as applicable). e.g. availability of seating, drinking water / refreshments and toilet facilities.
- Current required COVID-19 response measures such as social distancing
- III. Only once 'A-R-Z' are completely satisfied with the outcome of the 'Client Site' 'RAMS' will they then agree to a formal engagement of the 'A-R-Z Experience' at the 'Client Site' as per section 2.2. The outcome of the 'Client Site' 'RAMS' may take several days to be confirmed and the 'A-R-Z Client' will be kept informed throughout by a member of the 'A-R-Z' team.
- IV. 'A-R-Z' reserves the right to refuse to progress with a formal or contractual engagement for the 'A-R-Z Experience' at a 'Client Site' if the 'RAMS' and mitigating actions for 'Client Site' are not deemed adequate to ensure a safe and healthy environment.

#### 2.1.2. Injuries incurred at the 'Client Site'

- I. As part of the 'Client Site' risk assessment conducted (re: section 2.1.1), an approach will be agreed between 'A-R-Z' and the 'A-R-Z Client' regarding the presence of a suitably trained first aider at the 'Client Site' for the duration of the 'A-R-Z Experience' who may or may not be an 'A-R-Z Staff' member.
- II. Beyond ensuring a provision for <u>basic</u> first aid, 'A-R-Z' will prior to any formal or contractual obligation to provide services to 'A-R-Z Client' also agree a procedure with the 'A-R-Z Client' regarding the correct actions to be taken during a medical emergency whilst the 'A-R-Z Experience' is in operation regardless of how the emergency in question arose.
- III. Unless proven in law to have failed to take reasonably practicable steps regarding due care and attention to health and safety, 'JDE' as a legal entity as well as its representatives: 'A-R-Z Owners' and 'A-R-Z Staff' will not be held liable for any injuries that may occur to any 'A-R-Z Customer', 'A-R-Z Guest' or other member of the public as a result of participation in the 'A-R-Z Experience'. At all times, relevant 'A-R-Z Staff' members administering medical aid, will only act within the reasonable boundaries of their basic first aid training.
- IV. Nothing within these terms and conditions seeks to exclude liability for anything that may not be excluded by law.

#### 2.2 'Hire' and 'Free Demo'

- I. The 'A-R-Z Experience' is fully designed, built and ready subject to the conditions stated in section 2.1.1 to be delivered as a service at a designated 'Client Site' chosen by an 'A-R-Z Client'.
- II. An 'A-R-Z Client' may choose to either proceed directly into the 'Hire Quotation' stage as per section 2.2.2 or they may opt to take advantage of the pre-sales 'Free Demo' service offered by the 'A-R-Z Owners' outlined in section 2.2.1.
- III. An 'A-R-Z Client' may request a 'Free Demo', or new 'Hire', or a modification to an existing 'Hire' from 'A-R-Z' by initiating a request through:
  - the 'A-R-Z' private events hire website: <a href="http://arz.events/private-hire/">http://arz.events/private-hire/</a>
  - email: events@alteredrealityzone.com
  - via a direct conversation with an 'A-R-Z Staff' member in person
  - via a telephone call: 0330 133 1947

'A-R-Z' may also use direct marketing campaigns through email, social media, telephone, etc. to engage with potential 'A-R-Z Clients' for these services.

- IV. It is normally expected with two 'A-R-Z Staff' members to take up to 1.5 hours to fully assemble and commission the 'A-R-Z Experience' ready to welcome 'A-R-Z Guests' into the 'A-R-Z Igloo'. Disassembly is broadly over the same timescale. In line with section 2.1.1, 'A-R-Z' reserves the right to increase the number of 'A-R-Z Staff' members present for reasons of health and safety.
- V. 'Hire' is suitable and available for a number of different company and private events including (but not limited to):
  - Weddings
  - Stag and Hen parties
  - Birthdays
  - Celebrations

- Company events
- · Team building events

#### 2.2.1. 'Free Demo'

- I. The 'Free Demo' service offered by 'A-R-Z' is a zero-cost service designed to demonstrate the capabilities of the 'A-R-Z Experience' to an 'A-R-Z Client' looking to host a larger scale private event such as a wedding or corporate team building. It is different to the normal formal 'Hire' service offered by 'A-R-Z' under sections 2.2.2 and 2.2.3 primarily due to its limitations around the number of 'A-R-Z Guests' permitted, duration of the 'A-R-Z Experience' and restrictions on the choice of 'Client Site' versus a site designated by 'A-R-Z' themselves.
- II. The 'Free Demo' service is entirely discretionary and the decision to allow it to proceed for any given 'A-R-Z Client' rests entirely with the 'A-R-Z Owners'.
- III. 'Free Demo' in summary (deviations from this may be agreed as a special exception with the 'A-R-Z Owners' and at their complete discretion):
  - a. The 'A-R-Z Experience' is limited to a one-hour slot for up to four 'A-R-Z Guests'. The 'A-R-Z Guests' must remain the same people throughout the one-hour slot.
  - b. 'A-R-Z Staff' will run a discretionary mix of player games currently available for the 'A-R-Z Experience'. If applicable (see section 2.2.1 (iii) (e)), the one-hour slot does not include time to assemble and dissemble the 'A-R-Z Igloo' and 'Ops Equipment' as per section 2.2 (iv).
  - c. As well as playing time, the 'A-R-Z Guests' will have a full brief and debrief and a demonstration of the player media capture capability (subject to their agreement to having media processed in this way see section 1.5.2).
  - d. The 'A-R-Z Experience' is fully portable and the 'A-R-Z Owners' always seek to fully demonstrate this unique selling point. As stated in section 2.1.1, health and safety will never be compromised, and a request to conduct the 'Free Demo' at a location chosen by the 'A-R-Z Client' (the 'Client Site') will <u>always</u> require a 'Client Site' 'RAMS' to conducted. As a result (and depending on a number of factors) it may not be reasonably practicable within the boundaries of the 'Free Demo' for 'A-R-Z' to fulfil this 'Client Site' request. The 'A-R-Z Owners' reserve the right to conduct the 'Free Demo' at any location of their choosing.
  - e. To prevent abuse, a 'Free Demo' is limited to only one per 'A-R-Z Client, including (but not limited to) direct and indirect members of the 'Free Demo' group, close associates, close family and friends, etc. The 'A-R-Z Owners' reserve the right to refuse any 'Free Demo' if the request made is unreasonable on the grounds stated.
- IV. From submission and capture of the 'Free Demo' request (as per section 2.2 (iii)), 'A-R-Z Staff' will contact the 'A-R-Z Client' (usually within two working days) to discuss their needs further in line with the limitations and parameters of the 'Free Demo' service.
- V. Prior to the 'Free Demo' proceeding, the 'A-R-Z Client' and 'A-R-Z Owners' will both sign the 'Free Demo Agreement' which will formally outline exactly what the 'Free Demo' will entail, note any limitations / restrictions and ensure the 'A-R-Z Client' understands important points within the 'A-R-Z' general terms and conditions.
- VI. Once the 'Free Demo' is completed, the 'A-R-Z Client' will be free to move straight to the 'Hire Quotation' stage outlined in section 2.2.2 without need to complete a 'Hire' enquiry as outlined in section 2.2.2 (i). Depending on the work already done by 'A-R-Z' to complete the 'Free Demo Agreement', it may be possible at the sole discretion of the 'A-R-Z Owners' to fast track the 'Hire Quotation' stage and then move to 'Hire Agreement' (see section 2.2.3).

#### 2.2.2. 'Hire Process' – 'Hire Quotation'

- From submission and capture of the 'Hire' enquiry details (as per section 2.2 (iii)), 'A-R-Z Staff' will contact the 'A-R-Z Client' within two working days. This is the initial stage in the 'Hire' process.
- II. 'A-R-Z' will work directly and closely with the 'A-R-Z Client' to create a unique 'Hire Quotation' package suitable for 'A-R-Z Client' requirements and based on a number of options available regarding the overall 'A-R-Z Experience' (its duration and game options), 'A-R-Z Guest' numbers, location, dates, times, and the 'A-R-Z Client' budget. As per section 2.1.1, completion of the 'Hire Quotation' will require a 'RAMS' to be completed for the 'Client Site' proposed.

- III. Several 'Hire Quotations' may be produced by 'A-R-Z' for the 'A-R-Z Client' and all of these will be tracked via unique references to ensure an appropriate audit trail.
- IV. If agreed between 'A-R-Z' and the 'A-R-Z Client', the 'Hire Quotation' will then proceed to the stage of 'Hire Agreement' as outlined in section 2.2.3.
- V. Either 'A-R-Z' or the 'A-R-Z Client' may choose to discontinue the 'Hire Quotation' stage of the 'A-R-Z' 'Hire' process effectively terminating the 'Hire' process itself. In this scenario, the 'A-R-Z Client' may incur penalties see section 2.2.4 (iii)
- VI. Key points to note at the 'Hire Quotation' stage are:
  - a. 'A-R-Z Owners' operate a strict overall <u>daily</u> 'Hire' limit of eight hours for the 'A-R-Z Experience'. This is in addition to the assembly and disassembly times outlined in section 2.2.1 (ii). Within reason, there is no upper limit for the number of days of requested 'Hire'.
  - b. 'A-R-Z Client's always have the right to 'Hire' the 'A-R-Z Experience' without the 'A-R-Z Igloo' being present albeit 'A-R-Z' always recommend it be used (subject to 'RAMS' sign off) to provide a full and rich experience of the complete service. As per section 2.2.2 (vi) (d), there are certain cases where the 'A-R-Z Igloo' will never be offered to 'A-R-Z Client's for logistical reasons
  - c. In all cases and to protect 'A-R-Z Staff' 'A-R-Z' reserve the right to reduce the duration of the requested 'A-R-Z Experience' time if there are particular factors at the 'Client Site' which will adversely impact the assembly and disassembly of the 'A-R-Z Igloo' and 'Ops Equipment'. The overall costs to the 'A-R-Z Client' in this case will remain the same regardless of the reduced 'A-R-Z Experience' time.
  - d. A minimum 'A-R-Z Experience' duration time at a 'Client Site' with use of the 'A-R-Z Igloo' is two hours exclusive of assembly and disassembly time of the 'A-R-Z Igloo' and 'Ops Equipment'. 'Hire' durations of between one and two hours are also fully available, but in this case will only be permissible without the 'AZ Igloo' being used.
  - e. The 'A-R-Z Experience' is currently only available where the 'Client Site' falls within the UK and may even be further restricted for 'Hire' by geographical and logistical constraints.

#### 2.2.3. 'Hire' process - 'Hire Agreement'

- I. Upon agreement between 'A-R-Z' and the 'A-R-Z Client' of the 'Hire Quotation', this will then need to be formalised and ratified as a contract in the form of a 'Hire Agreement'.
- II. At this stage, the 'A-R-Z Client' will be asked to formally confirm they have read and agree to all 'A-R-Z' general terms and conditions as well as terms and conditions specific to the 'Hire' as outlined in the 'Hire Quotation'. The 'A-R-Z Client' and an 'A-R-Z Owner' will then both sign the 'Hire Agreement'. Both parties will hold a copy of the fully signed 'Hire Agreement' with the original held securely with 'A-R-Z'.
- III. Following sign off of the 'Hire Agreement', the 'A-R-Z Client' is obliged to pay the deposit (which will be in UK Pounds Sterling) to fully secure their booking for the 'A-R-Z Experience' at their chosen time, date and location. Unless specified otherwise in the 'Hire Agreement', if the requested deposit is not received by 'A-R-Z' within five working days of the 'Hire Agreement' being fully signed off, the 'A-R-Z Owners' reserve the right to terminate the 'Hire Agreement' as null and void. In this scenario, the 'A-R-Z Client' may incur penalties see section 2.2.4 (iii).
- IV. The amount of deposit requested will vary as the 'Hire Quotation' will be unique for each new 'Hire'.
- V. The balance of any payment due once the deposit has been paid and cleared will always be advised to the 'A-R-Z Client' on the 'Hire Agreement'. Unless specified otherwise on the 'Hire Agreement', 'A-R-Z' must in all cases receive this due balance from the 'A-R-Z Client' at least five working days prior to commencement of the 'A-R-Z Experience'. If the 'Hire Agreement' balance is not received by 'A-R-Z' in the time and manner required, the 'A-R-Z Owners' reserve the right to terminate the 'Hire Agreement' as null and void. In this scenario, the 'A-R-Z Client' may incur penalties see section 2.2.4 (iii).

#### 2.2.4. 'A-R-Z Client' changes to the agreed 'Hire Agreement'

I. With the 'Hire Agreement' fully signed and deposit paid, the 'A-R-Z Client' is entitled to request amendments to this 'Hire Agreement' with certain conditions.

- II. Modifications to the 'Hire Agreement':
  - a. In all cases, modifications requested by the 'A-R-Z Client' are not permitted if the request arrives with 'A-R-Z' within five working days of the stated 'A-R-Z Experience' commencement date as per the 'Hire Agreement'. This also applies if the assessment process outlined in section 2.2.4 (ii) (b) causes the five-day limit to be breached despite reasonable endeavours by 'A-R-Z' to avoid it. Section 2.2.4 (iii) may therefore apply if within the five days.
  - b. All modification requests must be received in writing (as per section 2.2 (iii)) and are subject to due consideration, viability assessment, 'RAMS' and final agreement from the 'A-R-Z Owners' before any agreement is reached on whether the modification will be accepted. The time to perform this assessment will vary depending on the specifics of the modification request.
  - c. The 'A-R-Z Client' may request changes in several areas including (but not limited to): the location of the 'Client Site'; the date, time, duration and experiences of the 'A-R-Z Experience'; the number of 'A-R-Z Guests'.
  - d. As far as is reasonably practicable, the 'A-R-Z Owners' will always seek to meet the requests of the 'A-R-Z Client' but this will not always be possible for logistical, safety or operational reasons.
  - e. Any modification to the fully signed 'Hire Agreement' is a change to the agreed contract and this may result in consequences such as (but not limited to): an increase to the costs to be charged by 'A-R-Z' to the 'A-R-Z Client', or a need for the 'A-R-Z Owners' to terminate the 'Hire Agreement' completely on the grounds of the modification request not being reasonably practicable to fulfil. In this scenario, the 'A-R-Z Client' may incur penalties see section 2.2.4 (iii).
  - f. In all cases, the 'A-R-Z Owners' will always work closely and collaboratively with the 'A-R-Z Client' to attempt to reach an amicable solution.
- III. Termination of the 'Hire Agreement'
  - a. At any time, either 'A-R-Z' or the 'A-R-Z Client' may choose to disengage from (terminate) the 'Hire' process. In the event of termination, any deposit paid by the 'A-R-Z Client' (following sign off of the 'Hire Agreement') is non-refundable (but see section 2.2.4 (iii) (c)) unless 'A-R-Z' themselves terminate the 'Hire Agreement' without any proven cause resulting from the actions of the 'A-R-Z Client'. In which case a full refund of the deposit paid by the 'A-R-Z Client' can normally be expected without further penalties being applied.
  - b. In all cases and notwithstanding retention of the deposit paid the 'A-R-Z Owners' always reserve the right to legally seek further reasonable compensation from the 'A-R-Z Client'.
  - c. The 'A-R-Z Owners' may at their sole discretion opt to return the non-refundable deposit and/or waiver other costs incurred for compassionate reasons.

# 3. In addition to section 1, Terms and Conditions applicable to the Altered Reality Zone 'Play-By-Post' service

#### 3.1 Overview of the 'Play-By-Post' service

- I. As well as attending 'Client Sites' and running 'Public Sessions', the 'A-R-Z' team also offer the opportunity for customers to hire the 'A-R-Z Experience' at their private address without any requirement for 'A-R-Z Staff' members to be present to operate it. This exciting service is enabled using 'A-R-Z's cutting edge VR headsets which operate 'room scale' experiences without any need for wires or powerful PCs.
- II. The service is available 7 days a week, 365 days a year and managed in real-time via the 'A-R-Z' secure online booking system (see section 3.5).
- III. Customers can hire a single or multiple VR headsets to use at their private hire address. All headsets come preloaded with a variety of single and multi-player experiences (more detail is available via <a href="http://arz.events/">http://arz.events/</a>). It is also possible to enjoy multi-player experiences between separate private addresses (e.g., between extended family and friends) using concurrent 'Play By Post' multiple bookings with different headsets (subject to minimum requirements being met see section 3.2).

IV. As 'Play By Post' is a 'self-service' without 'A-R-Z Staff' being present, it is extremely important for all users of the service to carefully study and follow all instructions provided by 'A-R-Z' as noted in sections 3.2-3.7.

#### 3.2 Minimum requirements for booking 'Play By Post'

- I. See section 1.3.1 (iii & v) and 1.3.2 which outline important 'player disclaimer' information pertinent to the 'Play By Post' service which <u>all</u> participants (or their legal guardians) must agree and comply with at all times for their comfort and safety.
- II. The 'Play By Post' service serves the UK only. Certain UK addresses / postcodes / regions may nevertheless be ineligible for the service due to logistical and/or legal reasons. If in doubt, it is advised for the 'PBP Booker' to contact 'A-R-Z' prior to completing booking to confirm. In addition, the 'PBP Booker' must have the means to access a post office capable of processing the 'Play By Post' equipment return by the required deadline to avoid penalty charges (see section 3.6).
- III. If 'Play By Post' participants wish to take advantage of multi-player experiences or display the VR headset 'real-time action' on an external screen, the private address used for the 'Play By Post' service must have lawful access to a secure wireless network served by a modern internet connection. Otherwise only 'local' single player experiences will be available.
- IV. As noted in section 1.3.2 (ix), the 'Play By Post' experience requires a minimum unobstructed playing area of 2x2 metres. Moreover, the VR headsets are not designed to be used outdoors and doing so could result in damage to the equipment.
- V. The 'PBP Booker' <u>must</u> agree that 'A-R-Z' will make a payment card 'hold' as security deposit pending the safe return of the 'Play By Post' equipment in the expected condition. The 'hold' will be made 1-3 working days prior to the first day of the booking against the payment card which the 'PBP Booker' will have used to make the original booking. The 'hold' amount will be £300 per headset reserved and the 'PBP Booker' must ensure sufficient credit / funds are available or risk cancellation of the booking (albeit 'A-R-Z' will always endeavour to first contact the 'PBP Booker' to resolve).

#### 3.3 Health and Safety

I. For matters pertinent to the 'Play By Post' service, please refer to sections: 1.2.1 (i & ii), 1.2.2 (v), 1.2.3 (iv) and 1.2.5 (vi).

#### 3.4 Damage and Theft

- I. For matters pertinent to the 'Play By Post' service, please refer to section 1.7.1 (i, ii, iv, vi and vii).
- II. Be advised that 'damage' as a term is not limited to physical 'Play By Post' equipment. Any unauthorised change to the expected equipment system / software settings will be considered 'damage' with potential consequences as outlined in 3.4 (i).

#### 3.5 Booking the 'Play By Post' Service

- I. For the avoidance of doubt, 'A-R-Z' consider a 'Play By Post' booking to run from 1300 hours on the first day until the last 'signed for' post time on the final day (circa 1700 hours, but this can differ and the 'PBP Booker' is responsible to check for their local post office).
- II. If the first day of hire falls on a Saturday, then the 'PBP Booker' is obliged to make their booking final day <u>at least</u> the following Monday. Moreover, there may be an additional cost supplement for Saturday delivery. No bookings may ever commence on a Sunday or UK public holiday. In all other cases (where available), a minimum 1-day hire is possible.
- III. The 'PBP Booker' has the opportunity to select single or multiple headsets for hire at their private address on one or more available days. Section 3.6 outlines when the 'PBP Booker' can a) expect to receive the 'Play By Post' equipment on the first day of hire and b) expectations for returning the equipment on the final day of hire.
- IV. If the 'PBP Booker' would like to play multi-player experiences with 'A-R-Z Guests' at a different address (friends, family, etc.), this can be achieved by making two (or more) separate bookings for the same dates but with different private addresses.

#### 3.5.1. 'A-R-Z Customer' books 'Play By Post' at their convenience online via arz.events

- I. Booking of the 'Play By Post' service via the 'A-R-Z' website is the recommended route for ease and convenience.
- II. With the exception of scheduled 'A-R-Z' website maintenance (website unavailable: usually out-of-hours), an 'A-R-Z Customer' may use the 'A-R-Z' website secure online booking portal 24 hours a day, 7 days a week to search and reserve available slot(s) via <a href="http://arz.events/private-hire/">http://arz.events/private-hire/</a> (and select the 'Play By Post' option).
- III. The 'PBP Booker' must enter essential personal information as outlined in section 1.5.1(i). It is extremely important to enter this information accurately as mistakes may, for example, result in 'Play By Post' not being delivered to the correct location or important booking information going to the wrong email account. 'A-R-Z' will not be held liable for any issues as a result of the 'PBP Booker' making any errors with their personal information entered. The 'PBP Booker' should always carefully verify all their information before submission.
- IV. Once the requested details in section 3.5.1(iii) have been provided, the 'PBP Booker' is shown a final summary screen before then proceeding to payment via the secure Stripe payments engine as described in section 3.5.3.

#### 3.5.2. 'A-R-Z Customer' books 'Play By Post' with assistance from 'A-R-Z'

- I. If the 'PBP Booker' would prefer assistance with making their 'Play By Post' booking, they have the option to either first email 'A-R-Z' / use their 'contact us' form expressing the desire to book 'Play By Post' (with some useful details) or alternatively directly telephone 'A-R-Z' with the same request.
- II. As soon as possible, an 'A-R-Z Staff' member will speak by phone to the 'PBP Booker' and address their requirements for the booking. The 'A-R-Z Staff' member may for example perform the booking steps on behalf of the 'PBP Booker' or talk them through the steps in real time.
- III. Note 'A-R-Z' administration hours (as per section 3.1(vi)). Requests for bookings can only be guaranteed to be actioned within these hours.
- IV. Whatever the circumstances, the 'PBP Booker' must <u>never</u> send highly sensitive information by email. E.g. payment card details. Payment card details for the 'PBP Booker' will only ever be taken over the phone by an 'A-R-Z Staff' member and entered directly into the secure payment's engine as per section 3.5.3.

#### 3.5.3. Making payment for the 'Play By Post' service

- I. It is mandatory for the 'PBP Booker' to make full and immediate payment for all bookings.
- II. Failure to do so will ultimately result in the cancellation of all bookings. Where reasonably practicable, 'A-R-Z Staff' will attempt to contact the 'PBP Booker' to ascertain why full payment has not been completed and help to resolve any issues. Nevertheless, the 'PBP Booker' should always proactively contact 'A-R-Z' as soon as possible if they suspect a full payment has not been made for any reason.
- III. Unless agreed with 'A-R-Z' by exception, all payments are made via a 'PBP Bookers' credit or debit card using the 'A-R-Z' secure payment engine powered by Stripe.
- IV. 'A-R-Z' (nor its parent company 'JDE') never hold any customer card/payment data on their business systems nor process it through their own website domain/sub domains. Stripe securely handle all payment data directly through their own servers and retain full accountability for customer payment information and processing.
- V. Unless proven to be as a result of their own negligence, neither 'A-R-Z' nor it's parent company 'JDE' will be held accountable for any abuse of customer payment data and any subsequent issues that arise. However, as the "go between" vendor, 'A-R-Z' are prepared to work directly with the 'PBP Booker' and their bank and Stripe as necessary to resolve any payment concerns.
- VI. 'A-R-Z Customers' must always be alert to the risk of fraud. Any 'A-R-Z Staff' member that calls the 'PBP Booker' regarding a payments query, will always clearly identify themselves and refer directly to the booking reference as well as other pertinent customer information previously provided by the 'PBP Booker'. If the 'PBP Booker' has any doubt or concern, they <u>must</u> refuse to

provide any secure payment card information and call / contact 'A-R-Z' directly for further assistance.

#### 3.5.4. Confirmation of booking(s) made for the 'Play By Post' service

- I. Once the booking and payment stages have been completed as per sections 3.5.1, 3.5.2 and 3.5.3, the 'PBP Booker' should expect to receive 2 separate emails from 'A-R-Z' and its payments provider 'Stripe' normally within an hour.
- II. The first email will summarise pertinent information for all 'Play By Post' bookings made and paid for by the 'PBP Booker'. For example, it will state 'PBP Booker' personal details and dates for the bookings. It will also outline the procedure should the 'PBP Booker' wish to modify or cancel their booking(s). Refer to section 3.2.5 for more details on the latter. The second email will be a receipt from 'Stripe' outlining the secure payment that has been made.
- III. Should either of the two emails not arrive within an hour of the 'PBP Booker' completing checkout, it is likely an error has occurred. For example, the payment has failed in some way or the 'PBP Booker' may have entered incorrect email details. In this case it is vital for the 'PBP Booker' to contact 'A-R-Z', so the issue can be found and corrected.

#### 3.5.5. Modification / cancellation of the Play By Post' service

- I. As per section 3.2.4(ii), the email sent to the 'PBP Booker' outlines the procedure for modification or cancellation of booked 'Play By Post' reservations. This can only be actioned by an 'A-R-Z Staff' member directly and is not available to customers as 'self-service'. Note normal 'A-R-Z' operating hours (as per section 1.1.4 (i)).
- II. To initiate any modification or cancellation of an existing booking, the 'PBP Booker' must either call 'A-R-Z' on 0330 133 1947 or email: <a href="mailto:online-cancellations@alteredrealityzone.com">online-cancellations@alteredrealityzone.com</a>. They should quote all pertinent details present in their booking confirmation email. i.e. personal details and the booking reference and details. The 'PBP Booker' must also clearly state which booked slots(s) require modification or cancellation.
- I. Re: data protection law, the 'PBP Booker' is the <u>only</u> person authorised to initiate modification or cancellation of a booking. The 'A-R-Z Staff' member will verify it is the 'PBP Booker' they are communicating with and if in doubt will terminate the communication to protect the customer.
- II. If a request is received by 'A-R-Z' prior to 24 hours from the start of the booked slot(s) requiring modification / cancelation, 'A-R-Z' will endeavour to reschedule in an alternative mutually convenient slot or (if necessary) cancel the booked slot(s) altogether and refund applicable monies made.
- III. If a request is received by 'A-R-Z' inside 24 hours from the start of the booked slot(s), 'A-R-Z' will not be able to modify or cancel / refund the bookings in question. The only exception may be in cases of customer bereavement, emergency, etc. which should be clearly advised to the 'A-R-Z Staff' member at the time so they can decide on the best course of action at their complete discretion as to whether the booking(s) can be modified / cancelled or not.
- IV. Noting normal 'A-R-Z' administrative hours (as per section 1.1.4(i)), the 'Public Booker' is strongly advised to not leave it too late to initiate the modification or cancellation of their booking(s).

#### 3.6 Postal procedures

- I. Once fully reserved, all the necessary 'Play By Post' equipment will be delivered directly to the private address used in the booking by the 'PBP Booker' (notwithstanding any postage restrictions noted in section 3.2 (ii)). The 'PBP Booker' will be expected to sign for the items upon delivery (or otherwise as per COVID-19 measures).
- II. The 'PBP Booker' can expect the equipment to arrive by 1300 hours on the first day of their booking. In case of issue, 'A-R-Z' should be contacted by phone to resolve any issue.
- III. The 'Play By Post' packaging is fully reusable and must be retained for the subsequent equipment return
- IV. On the designated equipment return date (normally the day following the final reserved day of 'Play-By-Post' hire), the 'PBP Booker' must repackage the equipment exactly as received (attaching the return label and sealing sticker provided) and subsequently obtain proof of handover to a post office representative (photo will suffice) before the last post deadline for the day in question. Failure to meet

this deadline for equipment return will result in penalties with the amount charged at the discretion of 'A-R-Z'.

#### 3.7 Operating the 'Play By Post' 'A-R-Z Experience'

- I. Refer to the 'A-R-Z' 'Play By Post' instructional videos playlist on the 'A-R-Z' YouTube channel for a detailed overview of how to operate the equipment in a safe manner. Link to playlist as follows: <a href="https://www.youtube.com/playlist?list=PLpN1kM\_CPC7FK-TdHcuYd0ID4wDrEL\_aw">https://www.youtube.com/playlist?list=PLpN1kM\_CPC7FK-TdHcuYd0ID4wDrEL\_aw</a>
- II. If in any doubt as to the meaning of any of the content provided, the 'PBP Booker' and 'Play By Post' participants are advised to contact 'A-R-Z' for further guidance.
- III. Be aware that 'A-R-Z' continuously monitor their 'Play By Post' systems and associated systems in order to detect abuse. Use of any 'A-R-Z' 'Asset' for illegal or immoral activity will never be tolerated. 'A-R-Z' will always report such practises to relevant authorities as well as pursuing all legal measures at their disposal.
- IV. In line with 3.7 (iii), do not use the 'Play By Post' equipment in any way that has not been explicitly explained to you as per the listed videos in section 3.7 (i). If you do, you will be held fully liable for all subsequent losses / damages to 'A-R-Z' 'Assets'. If in any doubt, do not proceed but contact 'A-R-Z' for further guidance.

The following example list is not exhaustive. Never:

- Change unauthorised core system settings
- Attempt to access, modify or override the 'built-in' linked 'A-R-Z' Facebook account
- Download and/or install any content or additional games that are not already preloaded on the 'Play By Post' system. Uninstalled games may occasionally appear in a list on the 'Play By Post' system. Do not install them.
- Use the built-in 'Play By Post' web browser
- Attempt to share content from 'A-R-Z' owned equipment with social media, personal mobile devices or other similar platforms

# 4. In addition to section 1, Terms and Conditions applicable to Altered Reality Zone 'Public Sessions'

#### 4.1 Overview of 'Public Sessions'

- I. As well as attending 'Client Sites' at private events, the 'A-R-Z' team also operates the 'A-R-Z Experience' from a number of preferred locations within the UK territory (known as 'Temp Bases') for general members of the public ('A-R-Z Customers') not hosting private events. These 'non private' events are known as 'Public Sessions'.
- II. The frequency at which particular 'Temp Bases' are attended is at the discretion of the 'A-R-Z Owners' with no guarantee that a 'Temp Base' attended in the past may again be attended in the future.
- III. Section 4.2 explains the process for how an 'A-R-Z Customer' can book multiple slot(s) for any available 'Public Sessions' 'A-R-Z Experience' at a particular 'Temp Base', date and time.
- IV. In line with section 1.2 regarding Health and Safety considerations, 'A-R-Z Owners' will ensure an appropriate risk assessment is conducted and approved for each 'Temp Base' site they will operate from. Any mitigating actions required will be executed as far as is reasonably practicable.
- V. When any 'Public Sessions' slot is reserved by a 'Public Booker', and assuming the player numbers requirements have been met as per section 4.2(ii), the 'Booked Group' will have complete exclusivity for the nominated slots for their group with no other members of the public expected to attend.

#### 4.2 Booking and attending the 'A-R-Z Experience' at 'Public Sessions'

- I. As follows, there are effectively three primary methods for an 'A-R-Z Customer' to book a 'Public Session' for the 'A-R-Z Experience'. The first method is based on 'self-service', the second two methods will involve assistance from 'A-R-Z Staff'.
- II. Be aware of the minimum and maximum numbers for the 'Booked Group' applicable to a particular experience and slot. The 'A-R-Z' online booking system and/or 'A-R-Z Staff' member will make it clear how many people can and should be booked per slot per experience. For example, the standard 1 hour "Cosmos" 'A-R-Z Experience' is for a minimum of 2 people and a maximum of 4 people. These

constraints are in place for operational reasons as well to make the gameplay better for the 'A-R-Z Customers'. Be aware that 'A-R-Z' will cancel (possibly without notice) bookings / refund monies paid where the minimum and/or maximum player requirements have not been met. However, before this step, 'A-R-Z Staff' will usually endeavour to contact the 'Public Booker' to ascertain why the issue has occurred. In case of doubt, the 'Public Booker' should always contact to 'A-R-Z' team for assistance.

III. If the requested slot is due to commence within 1 hour of the booking request being made (whatever channel is used (as per section 4.2.1 and 4.2.2) if may not be possible to allow the booking to be made. In this case it is always advisable to call 'A-R-Z' to ascertain if an exception can be made at the complete discretion of an 'A-R-Z Staff' member.

#### 4.2.1. 'A-R-Z Customer' books a 'Public Session' at their convenience online via arz.events

- I. With the exception of scheduled 'A-R-Z' website maintenance (website becomes unavailable: usually out-of-hours), an 'A-R-Z Customer' may use the 'A-R-Z' website secure online booking portal 24 hours a day, 7 days a week to search and reserve available 'Public Sessions' slot(s) via <a href="http://arz.events/public-sessions/">http://arz.events/public-sessions/</a>
- II. Booking of 'Public Sessions' via the 'A-R-Z' website by the 'Public Booker' is the primary recommended route for ease and convenience.
- III. Via the 'Public Sessions' url above, the 'Public Booker' has the opportunity to select their chosen experience(s) and then move to review and select available dates, times and places ('Temp Bases').
- IV. The 'Public Booker' will be asked to enter some essential personal information as outlined in section 1.5.1(i). It is extremely important for the 'Public Booker' to enter this information accurately as mistakes, for example, in an email address or telephone number will result in 'Public Sessions' information not being delivered correctly to the 'Public Booker'. 'A-R-Z' will not be held accountable for missed slots and subsequent loss of monies paid if the 'Public Booker' has made any errors with their personal information entered. The 'Public Booker' should always carefully verify all their information before submission.
- V. Once the requested details in section 4.2.3(iv) have been provided, the 'Public Booker' is shown a final summary screen before then proceeding to payment via the secure Stripe payments engine as described in section 4.2.3.

#### 4.2.2. 'A-R-Z Customer' books a 'Public Session' with assistance from 'A-R-Z'

 Refer to section 3.2.2. The wording within that section for 'Play By Post' applies in a similar way here for a 'Public Booker' looking to make a 'Public Sessions' booking with assistance from 'A-R-Z'.

#### 4.2.3. Making payment for a 'Public Session'

I. Refer to section 3.2.3. The wording within that section for 'Play By Post' applies in a similar way here for payments made to 'A-R-Z' by the 'Public Booker' for 'Public Sessions'.

#### 4.2.4. Confirmation of booking(s) made for 'Public Sessions'

I. Refer to section 3.2.4. The wording within that section for 'Play By Post' applies in a similar way here for post booking actions as a result of booking(s) made by the 'Public Booker' for 'Public Sessions'.

#### 4.2.5. Attendance of the 'Booked Group' at the 'Temp Base' for the 'Public Session'

- I. The 'Public Booker' is fully accountable to ensure their 'Booked Group' know all details of the 'Public Session' slots in terms of exactly where all players need to be and when (date and time).
- II. For operational reasons, 'A-R-Z' reserve the right to deny access to the 'A-R-Z Experience' to members of the 'Booked Group' if they have not arrived at the designated time and place by <a href="latest">latest</a> 5 minutes after the start of their scheduled slot. In such a case, no refund will be possible as the 'A-R-Z Experience' will have already commenced. At their complete discretion, a member of 'A-R-Z Staff' <a href="may">may</a> offer a rescheduled booking slot applicable only to those players whom have failed to arrive in sufficient time to participate. But this cannot be guaranteed, so it is essential for the 'Booked Group' to arrive in time.

III. To help avoid the scenario in section 4.2.4(ii), 'A-R-Z' recommend all 'Booked Group' members arrive at the designated 'Public Session' 'Temp Base' location <u>15 minutes</u> before the start of their scheduled slot. Please always contact 'A-R-Z' by phone if urgent to enable appropriate actions to be taken sooner rather than later. E.g. in case of an expected late arrival.

#### 4.2.6. Modification / cancellation of a booked 'Public Session'

 Refer to section 3.2.5. The wording within that section for 'Play By Post' applies in a similar way here for modification / cancellation/ of booking(s) made by the 'Public Booker' for 'Public Sessions'.