

## Business Terms and Conditions

ESCAPIA WORLD, s.r.o., with the registered office at Rybná 716/24, Prague 1, 110 00, Czech Republic, Tax ID No.: CZ08419621, ID No.: 08419621, registered in the Commercial Register administered by the Municipal Court in Prague, under file no. C 318749 (the "Provider")

### Basic Provisions

These Business Terms and Conditions (the "Terms and Conditions") regulate relationships concluded between you, as a customer, and the Provider who provides you escape games (the "Service" or "Game").

The content of the Service is specified on the Provider's website at [www.escapia.cz](http://www.escapia.cz) (the "website").

These Terms and Conditions shall apply unless any other terms have been agreed between you and the Provider. These Terms and Conditions shall adequately apply also to the sale of goods by the Provider if performed in the course of the Service provision, as well as to other services that may be provided to you by the Provider as a part of the Services.

### Contractual Relationship

The agreement between you and the Provider is concluded at the moment of sending a Service Booking Confirmation by the Provider to your e-mail address. Upon the conclusion of the agreement, the Provider becomes obliged to provide you with the booked Services and you become obliged to pay the price of such Services.

The Booking can be made through a booking form on the website. You can make the Booking by filling your contact details and subsequent filling of the booking form where you book a specific date and time of the Game. Before sending the Booking through the booking form, you can correct any errors in the entered data. The Booking can also be made via telephone or e-mail communication.

You agree with the use of the remote communication means for the purpose of concluding the agreement. The costs incurred in connection with the use of the remote communication means in connection with the agreement conclusion (e.g. internet connection costs, telephone call charges) shall be borne by yourselves and these costs shall not be different from the basic rates.

Before sending the Booking, you will see the precise price of the booked escape game. A Game can only be booked by persons of at least 16 years of age.

A Game may be attended by no more than the maximum number of players recommended on the website.

The Provider is not obliged to accept your Booking if:

- (i) you failed in the past to fulfil your obligations in the course of the Service provision (e.g. you failed to pay the price of the Service);

- (ii) your conduct gives rise to doubts whether you understand what is the subject of the Service and under what conditions the Service is to be provided to you;

- (iii) the Provider doubts whether you are seriously interested in using the Services for the purpose for which they are intended; or
- (iv) you breach or in the past breached these Terms and Conditions.

You are solely responsible for the accuracy of the data entered during the Game booking. By confirming your Booking, you guarantee to the Provider that all the data provided by you is accurate and true. To correct the data, you can contact the Provider via telephone or e-mail. The contact details are available on the website.

The Game is a “live” game; as soon as the Booking is confirmed, it is necessary to pay for the Service. Money refunds are possible only under the conditions specified below.

You can transfer your Booking to another day and time via telephone or e-mail no later than 24 hours prior to the scheduled start of the Game. A new confirmation of the date and time of the Game will be sent to you. In the case of a change of your Booking, a new price will be calculated and you shall be obliged to pay the difference, if any, between the original price and the new price. If the newly calculated price is lower than the original price, the Provider shall be entitled to keep the difference as a compensation for its actions associated with the Booking change.

A Booking can be cancelled no later than 24 hours prior to the scheduled time of the Service provision. If the Booking is cancelled later than 24 hours prior to the scheduled time of the Service provision, the Provider shall be entitled to keep the entire amount as a compensation for its actions associated with the Booking and preparation of the Service provision.

You are required to arrive at least 10 minutes prior to the booked time slot in order to have enough time to receive information regarding the rules of the Game.

Should you arrive later than 20 minutes after the booked time, you will be automatically deemed not to have arrived and you will not be allowed to start the Game. You will be obliged to pay the full price as if you had arrived on time.

The Game shall commence no later than at the time specified in the Booking Confirmation.

### Price and Payment Terms

The Games price list is available on the website. The price depends on the selected Game, selected date and time, and the number of the Game participants. The price of the Game applies for as long as it is published on the website. The Provider reserves the right to change prices without stating a reason and without being required to notify you.

Full payment of the price is required prior to the Game start. The price can be paid:

- in cash;
- by means of wire transfer to the Provider’s account specified in the Booking

Confirmation;

- by payment card; or
- by vouchers.

The payment may be divided into an advance payment and balance payment, provided that the full price is paid prior to the Game start.

If the Game is attended by a smaller number of persons than specified in the Booking, the price difference is not refunded.

The Provider is entitled to refuse any vouchers if it has doubts regarding their authenticity, if such vouchers were already used in the past, if they are expired or if you fail to present their originals no later than before the Service commencement.

Should you fail to make payment prior to the Game start, you will not be allowed to participate in the Game.

The Provider may request payment of the booked Game for the reason specified above or if you fail to arrive without changing your Booking.

### Safety and Course of the Service

By making the Booking, you certify and confirm that your health condition allows you to participate in the Game. Persons suffering from cardiovascular, chronic or other similar diseases may not participate in the Game.

You enter the Game at your own risk. The Game is not recommended for children younger than 6 years; children younger than 16 years may participate under the supervision of a person older than 18 years with full legal capacity.

Persons under the influence of alcohol, drugs or any other addictive and narcotic substances are not allowed to participate in the Game. It is not allowed during the Game to consume any food or drinks or to use any electronic devices.

You will not be allowed to enter the escape room with any dangerous objects capable of causing stabbing or cutting injuries, shotguns or any other types of items that could be dangerous.

Smoking is prohibited in all premises of the Provider.

You are obliged to follow all displayed security signs, labels and all other instructions of the Game and the Provider within the entire gaming facility.

You are not allowed to make any photographs or video and audio recordings within the gaming facility. Photographs of each team shall be taken in the course of the Game and after its completion subject to consent granted by the participants.

### Complaints

You are entitled to raise claims on grounds of defective performance in connection with the Service provision ("Complaint(s)"). Complaints may relate to the content of the Services, manner of their provision and conduct of any particular employee of the Provider. A Complaint may be raised in person during the business hours at the Provider's

establishment; besides, a Complaint may also be sent in writing to the address of the Provider's registered office or in electronic form to the Provider's e-mail address.

The Provider shall execute a complaint protocol with you on each Complaint filed in person. You are entitled to receive one counterpart of such complaint protocol.

The Provider or an employee authorized by the Provider shall decide on the Complaint within seven (7) business days. This time period shall not include an adequate time necessary for expert assessment of the defect, taking into consideration the type of the given Service. Each Complaint, including the defect removal, must be processed without undue delay, no later than within thirty (30) days after having been raised, unless you agree with the Provider on a longer period of time. Expiry of the aforementioned period of time in vain shall be deemed to constitute a material breach of the contractual relationship relating to the Service provision.

If the Provider finds the Complaint justified, it shall take appropriate steps to rectify the defective state.

If the Provider finds the Complaint unjustified, it shall notify you of its decision without undue delay, providing adequate explanations. Should you disagree with the outcome of the Complaint processing, you are entitled to ask the Provider for review of your Complaint, either in writing at the address Rybná 716/24, 110 00 Prague 1 – Staré Město, or via e-mail at the address [info@escapia.cz](mailto:info@escapia.cz).

If the Service has been paid in advance and the Provider is not capable, due to technical reasons, to provide the Service at the booked time, the Provider shall be entitled to offer you an alternative date of the Service provision; otherwise, you shall be entitled to full refund of the price of such Service.

You will receive the refund either in cash or via wire transfer to a bank account specified by you, within fourteen (14) days after the date of the scheduled Service that did not take place.

Should any serious technical issues occur during the course of the Game, making it impossible to complete the Game, the Provider shall be obliged to offer you an alternative date of the Service provision. If an agreement on the alternative date cannot be reached, you are entitled to a reasonable price refund.

#### Copyright

You are not entitled without our prior consent to use, copy, reproduce, modify, translate, publish, transfer, distribute or sell any information we deem confidential or any part thereof or to create any derivative works from such information.

#### Personal Data Protection Policy

We process personal data in compliance with the Regulation of the European Parliament and Council (EU) No. 2016/679 dated 27 April 2016, on the protection of natural persons with

regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EU (General Data Protection Regulation). See here for detailed information.

### Final Provisions

The language available for online conclusion of agreements (Booking Confirmation) and the language of these Terms and Conditions is Czech or English. In the event of any discrepancies between the language versions, the Czech version of these Terms and Conditions shall prevail.

The Provider is entitled to charge you compensation of any damage caused intentionally or resulting from your misuse of any items.

These Terms and Conditions constitute an integral part of the Booking (agreement on the Service provision) concluded between you and the Provider. The rights and obligations resulting from these Terms and Conditions constitute a part of your agreement with the Provider.

Should any court or any other competent authority find any of the provisions of these Terms and conditions unlawful and/or unenforceable, it shall not affect the effectiveness of the remaining provisions hereof. If such unlawful and/or unenforceable provision would be lawful and enforceable if a certain part of it was removed, such part shall be deemed removed and the remaining part of such provision shall continue to be effective.

These Terms and Conditions, as well as all agreements concluded hereunder, shall be governed by the laws of the Czech Republic and all disputes shall be subject to exclusive jurisdiction of Czech courts. In the event of any disputes, the Czech version of these Terms and Conditions shall prevail.

If you are a consumer, you are entitled to resolve potential disputes out of court, before the Czech Trade Inspection Authority, with the registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: <https://www.coi.cz/informace-o-adr/>.

We keep the agreement and these Terms and Conditions in electronic form and they are not available in physical form.

We are entitled to amend or supplement these Terms and Conditions. The change becomes effective upon its publication on our website.

These Terms and Conditions shall become valid and effective on 1 May 2020.