

WORLDS BEYOND

Terms and Conditions

This website (<https://worldsbeyond.com.au>) is owned and operated by Labyrinth Enterprises Pty Ltd trading as Worlds Beyond (also referred to as 'us', 'we' and 'our' in this document). Our ABN is 36 664 750 323 and we can be contacted as detailed on the 'Contact' section of this website.

We invite use of this website on the condition that users (also referred to as 'you') accept all terms, conditions, policies and notices stated here. You are automatically bound by and agree to accept the following terms and conditions when you visit this website or use our services by purchasing our products.

We reserve the right to vary these terms and conditions from time to time by posting updates on this website. It is your responsibility to check for any updates to terms and conditions before using this website or our services.

1. General

- 1.1 These terms and conditions are governed by Australian law and all disputes shall be submitted to the exclusive jurisdiction of the Australian courts.
- 1.2 Nothing in these terms and conditions is intended to cause any loss of rights or inconvenience to any parties.

2. Worlds Beyond Website

- 2.1 Worlds Beyond does its best to provide the most current and accurate information on its website, however we do not warrant that the content is free from errors.
- 2.2 Worlds Beyond shall not be liable to any person for any direct or indirect, consequential or incidental damages, including (without limitation) lost profits or revenues, loss of opportunity, costs of replacement goods or services, loss or damage to data or business interruption, arising out of any use of the website.
- 2.3 The trademarks and logos displayed on the website are the property of Worlds Beyond and its partners. You are not permitted to use these without the prior written permission of the relevant proprietor and you accept that any such use may constitute an infringement of the relevant proprietor's rights.
- 2.4 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website.

- 2.5 You are not permitted to link to or use all or any part of the Worlds Beyond website for any purpose which is fraudulent, unlawful, defamatory, harmful, obscene or objectionable.
- 2.6 You accept that the Internet is not fully secure. Worlds Beyond will take all appropriate steps to protect the security of any payment and debit / credit card information, however we shall not be liable for any damage that you may suffer as a result of the loss of confidentiality of any such information.
- 2.7 The Worlds Beyond website may contain hyperlinks to third party websites. The operation of those websites is out of our control and you use them at your own risk.
- 2.8 When using our website you agree that you understand and accept our use of your information as disclosed in our Privacy Policy.

3. Bookings

- 3.1 Bookings can be made online on the Worlds Beyond website, via phone, email or in person at the venue. Online bookings can only be made as far in advance as our booking system allows. There are also minimum lead-in time limits for same-day bookings made online. For bookings outside these limits, please contact Worlds Beyond via email or phone.
- 3.2 Only person(s) who are at least 18 years of age are permitted to make a booking.
- 3.3 When making a booking, you agree that:
 - 3.3.1 all persons included in the booking have read, understood and agreed to our terms and conditions,
 - 3.3.2 all members of the party are of the appropriate age to participate in the nominated experiences,
 - 3.3.3 you understand and accept our use of your information as disclosed in our Privacy Policy,
 - 3.3.4 all information provided is true and accurate, and that
 - 3.3.5 you will provide all members of the party with full information in relation to the booking, including any subsequent amendment or cancellation charges that may arise.
- 3.4 A booking is considered to be finalised when:
 - 3.4.1 You accept our quote based on your selected products and/or services,
 - 3.4.2 You check out and pay the quote, and
 - 3.4.3 We issue with a booking confirmation to the email address provided by you during the booking process.
- 3.5 When a booking confirmation is issued, a contract will exist between you and Worlds Beyond comprised of the details of your booking and these terms and conditions.
- 3.6 You understand and agree to receive your booking and payment confirmation via email only. You acknowledge and understand that Worlds Beyond is not required to provide physical copies of booking or payment information.
- 3.7 It is your responsibility to check that booking details issued to you are accurate. If you believe that any of the details provided in the booking confirmation are wrong, it is your responsibility to contact and notify us immediately.

- 3.8 Worlds Beyond will not be responsible if members of your group are unable to participate in a booked activity as a result of you failing to provide them with all the relevant information.

4. Age Restrictions

- 4.1 The ages of all child members of a group must be provided as a Condition of Entry.
- 4.2 If the group contains any children under the age of 14, then an adult must remain on site for the duration of the group's visit, with a minimum ratio of 1 adult to 4 children under 14 years old.
- 4.3 Adults must actively supervise children in their group at all times to ensure that they are not presenting a danger to themselves or others, and to ensure that they are not damaging our property.
- 4.4 We reserve the right to charge guests to repair or replace any item of our property damaged by poorly supervised children.
- 4.5 To participate in our activities, children must meet the following age criteria:
- 4.5.1 VR games: minimum of 10 years old. Content rating guidelines also apply.
 - 4.5.2 Escape Rooms: no general limit; constraints only based on game content rating.
 - 4.5.3 Other: no general limit; constraints only based on game content rating.
- 4.6 Variations to the minimum age requirements listed under point 4.5 may be considered on a case-by-case basis at the discretion of Worlds Beyond. You must call us to discuss any variation requests.
- 4.7 Content ratings are detailed on the web page for each game. Children must be older than the minimum age detailed in these guidelines to participate in that game.

5. Accessibility and Health Issues

- 5.1 Our venue is wheelchair accessible and supportive of participation by all abilities.
- 5.2 The web page for each of our games provides an accessibility rating and notes game characteristics that may need to be considered by people with particular health conditions or other concerns.
- 5.3 By completing the booking process, you are confirming that all members of your party have read and understood the accessibility and health guidelines for the booked game/s and are confident they will be able to participate in the activity.
- 5.4 You must advise during the booking process of any health conditions or other concerns present in your group that may need accommodation. We will not provide a refund if the booking is cancelled or certain group members end up not being able to participate if this has happened because you failed to share critical information with us.
- 5.5 If any member of your party is uncertain about their ability to participate, it is your responsibility to contact us via phone or email before making the booking so we can assist you/ them to better understand the game experiences and our facilities.

6. Special Requests

- 6.1 You must advise us of any special requests during the booking process. We will do our best to accommodate special requests, however we cannot guarantee that a request will be met unless written confirmation has been specifically provided to you via email.
- 6.2 Failure to meet any special request will not be a breach of contract on our part unless the request has been confirmed in writing.
- 6.3 We do not accept bookings that are conditional upon a special request being met.

7. Gift Certificates

- 7.1 Gift Certificates:
 - 7.1.1 are valid for 3 years from the date of purchase,
 - 7.1.2 are only valid for a single transaction, and
 - 7.1.3 cannot be redeemed for cash and cannot be used to purchase another Gift Certificate.
- 7.2 If a purchase value exceeds the value of the voucher, additional payment must be made to cover the outstanding balance.
- 7.3 Refunds are not provided if the purchase value is less than the value of the voucher.

8. Price and Payment

- 8.1 Prices for our activities (including GST) are listed on the web page for each experience and in the booking section of our website.
- 8.2 We reserve the right to change pricing at any time. The price paid for a booking made prior to any price change will be unaffected and you will not be due a refund or required to pay any additional sums.
- 8.3 Full payment is required at the time of booking. We accept all major credit and debit cards.
- 8.4 Worlds Beyond uses third party merchant services to complete electronic transactions. These services attract transaction fees that are independent of any pricing we set for our products and services.
- 8.5 We can also issue invoices for group bookings by corporate customers.
- 8.6 Payment information is held on file by ourselves and our payment processor. We reserve the right to use credit card information we hold on file to charge you for damages caused to the room, puzzles or furnishings through negligence, intent or inappropriate behaviour by anyone in your group.
- 8.7 Once your payment has been processed, we will send you an email receipt confirming how much you paid.
- 8.8 You accept that the Internet is not fully secure. While Worlds Beyond will take all appropriate steps to protect the security of any payment and debit / credit card information, we will not be liable for any damage that you may suffer as a result of the loss of confidentiality of any such information.

9. Modifications to activities and bookings

Changes by us

- 9.1 We reserve the right to modify or discontinue our activities without notice. If the changes we make are significant, we will use reasonable endeavours to contact you as soon as possible. In such circumstances, should you not wish to proceed with your booking, you shall be due a full refund of the price you paid at the time of booking.
- 9.2 We reserve the right, where necessary, to make modifications to and correct errors in your booking details before and after your booking has been confirmed. We will advise you as soon as possible of any changes we make to your booking. If we need to make major changes or cancel your booking, you will be offered alternative booking arrangements or a full refund.
- 9.3 For changes made by us, you must respond within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements that we proposed.
- 9.4 We will not be liable to you or to any third-party for any modification to, price change for, suspension or discontinuance of any activity.

Changes by you

- 9.5 You must advise us as soon as possible of any requested changes to your booking. We will do our best to meet your requirements but cannot guarantee that all requests will be met.
- 9.6 Some requests for changes to your will incur additional charges, and all have limits and conditions as detailed below.

Group composition

- 9.7 Changes to the number and age of participants in your group can be made right up to the start of your session, noting that any minimum booking quantities still apply.
- 9.8 If less people attend the game than are booked, the price difference will not be reimbursed in cash. A credit note for the difference in participants will be provided to use at a later date.
- 9.9 If more people attend the session than are booked (up to the specified limit for the game) the extra must be paid upon arrival. You will not be charged for players who are declined entry to the game due to reaching our attendance limits.

Transfers

- 9.10 You are permitted to transfer your booking to another person up to 24 hours before your session is scheduled to commence.
- 9.11 To transfer your booking, send written advice of your request from the email address to which your booking confirmation was sent. Transfer requests must detail the new customer's full name, phone number, email address and a declaration that they have read, understood, and accept these terms and conditions.
- 9.12 Bookings may not be transferred or resold for commercial purposes or at a premium. If a booking is transferred or resold in breach of this condition, the group will be refused entry to the booked session.
- 9.13 Transfers attract a processing fee of \$5.

Rescheduling

- 9.14 You may reschedule your booking up to 48 hours before your session is scheduled to commence.
- 9.15 You must call us to reschedule. We will advise of what sessions are available on the proposed new date for you to select from. Your booking will be edited in real time and a new booking confirmation will be emailed to you.
- 9.16 If we cannot find a new session that meets your needs and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.
- 9.17 Rescheduling attracts a processing fee of \$5 per ticket rescheduled.

Cancellations

- 9.18 If you cancel your booking up to 2 months before your session is scheduled to commence you will receive a full refund less a processing fee of \$5.
- 9.19 Cancellations with less than 2 months' notice will be refunded for the value of the booking less the following cancellation charges:
 - 9.19.1 Less than 48 hours' notice: 100% of the booking value.
 - 9.19.2 Less than 7 days' notice: 50% of the booking value.
 - 9.19.3 Between 7 and 30 days' notice: 25% of the booking value.
 - 9.19.4 Between 30 and 60 days' notice: 10% of the booking value.

Late attendance and no-shows

- 9.20 Groups are only considered to be in attendance if all parties who intend to participate in the experience and the person who made the booking are present.
- 9.21 If your group is late to a booking, your allocated time for the experience will be reduced by the amount you are late to allow us to keep to schedule. No discounts or refunds will be provided for reduced game time due to the group being late.
- 9.22 If your group is more than 30 minutes late, the session will be deemed a no show. No refund will be given and the booking cannot be transferred or rescheduled.

Refunds

- 9.23 Refunds will only be provided under the conditions outlined above, or if:
 - 9.23.1 faults or technical issues on our part significantly impact on the time available for or quality of your game experience, or
 - 9.23.2 the experience is delivered in a way that is significantly different from that advertised when you booked.
- 9.24 Refunds are not available if the team ends up not enjoying the theme or narrative of the game you booked, or if they discover that they struggle to engage with or complete the full session or any parts of it.
- 9.25 Processing and transaction fees are never refundable.

10. Conditions of Entry

- 10.1 While you are on our premises, you must follow our rules and regulations, adopt proper standards of behaviour, adhere to any safety signs and co-operate with our employees at all times. We reserve the right, at our sole discretion, to refuse entry to any person who is unsuitable in any way.
- 10.2 While on our premises you must ensure that your actions do not impact on the health, safety or wellbeing of our staff or other customers. You must make us aware as soon as possible of any hazards that could impact on the health, safety or wellbeing of yourself or others on the premises.
- 10.3 Worlds Beyond does not tolerate any kind of bullying or harassment. If you or anyone in your group behave in an aggressive, disturbing, abusive or threatening way towards our staff or customers, you will be refused entry. Any experiences you had booked will be cancelled and no refund will be issued.
- 10.4 You must not bring any dangerous, harmful, hazardous or objectionable object onto our premises including but not limited to explosive items, weapons, or items that are reasonably considered by us to be harmful or offensive to other visitors. In the event that such an item or object is found, we reserve the right to refuse your entry to the premises. If you are refused entry, any experiences you had booked will be cancelled and no refund will be issued.
- 10.5 We reserve the right to refuse entry to anyone who is reasonably suspected of being under the influence of alcohol or drugs. No refunds will be issued if you are refused entry to a booked experience due to being intoxicated.
- 10.6 Smoking and vaping are not allowed anywhere on Worlds Beyond premises. If you attempt to smoke or vape on our premises you will be instructed to desist, and failing that, you will be refused entry. No refunds will be issued if you are refused entry to a booked experience due to smoking or vaping on our premises.
- 10.7 No external food and drink are permitted on Worlds Beyond premises without our approval.
- 10.8 To gain access to our experiences, you will need to present your booking confirmation. We may ask you to prove your identity and/ or age to participate in certain activities. If you refuse to provide this evidence, or it becomes apparent that information you have provided to us is false or misleading, we reserve the right to refuse entry and no refunds will be issued.
- 10.9 All players must sign a liability waiver to participate in our experiences. Any participant who does not complete and sign the waiver will not be permitted to participate in our experiences and will not be due any refund. Parents and/or guardians must sign the waiver on behalf of any child under the age of 18, including detailing the ages for all child members of the group.
- 10.10 You must agree to disclose to us any serious medical conditions (such as severe asthma, heart conditions, epilepsy or allergies) that may be impacted on or triggered by attendance at our premises or participation in our experiences. We reserve the right to refuse entry or modify any booked experiences if we reasonably believe that there could be a risk to your health.
- 10.11 In the event of a medical emergency, you agree to pay costs and authorise Worlds Beyond to take steps considered reasonably necessary to protect your welfare including ambulance transportation and/ or administration of first aid or other medical treatment.

- 10.12 You undertake to complete your booked experience in accordance with the instructions and rules specified by Worlds Beyond. We reserve the right to terminate your experience and refuse entry if any member of your group breaks game rules. No refund will be provided.
- 10.13 Our experiences do not require the use of excessive force or strenuous physical action. You agree to handle our facilities and equipment with good care and to constrain your physical actions to ensure no damage to yourself or others. Any use of excessive force or extreme physical actions may result in the termination of your experience without refund. You agree to report any breakages or damages to the facilities or equipment to Worlds Beyond as soon as possible. You accept that Worlds Beyond has the right to seek full compensation for any damage you cause to our facilities or equipment.

11. Liability

- 11.1 Use of our facilities is at your own risk. You agree and acknowledge that we are not liable for and will not pay any compensation for any direct, indirect, consequential or incidental loss, injury, illness or death or that may result from:
- 11.1.1 the act(s) and/or omissions(s) of you and/or another member of your party,
 - 11.1.2 the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable,
 - 11.1.3 unusual and unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised (including, without limitation, the circumstances outlined in the section entitled "Force Majeure" below), or
 - 11.1.4 an event which we or the supplier of services, even with all due care, could not foresee or forestall.
- 11.2 Worlds Beyond is also not responsible for damage to your property. You are fully responsible for ensuring that your belongings are kept safe at all times while on our premises.
- 11.3 In any and all cases, our liability will be limited to the value of the booking (less any processing and transaction fees).
- 11.4 For the avoidance of doubt, nothing in this agreement shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, or for any other liability the exclusion or limitation of which is not permitted by Australian law.
- 11.5 You agree to be liable for any damage or loss caused by your actions (outside the scope of normal participation) to the facilities and equipment belonging to us, or to the property of any of our staff members or customers.
- 11.6 You expressly authorise Worlds Beyond to charge you for any damage to our facilities or equipment and any associated opportunity costs lost due to damage caused by you or any member of your team. In the event of any third party claim for damages linked to your actions, you agree to take over and manage any action against us.

12. Force Majeure

- 12.1 Except where otherwise specified in these terms and conditions, we will not accept liability or pay any compensation where the performance of our contractual obligations is affected by reason of circumstances amounting to “Force Majeure”. In these terms and conditions “Force Majeure” means any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid including but not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather condition, disease outbreak, fire and similar impediments which are beyond our reasonable control.
- 12.2 You agree that you cannot cancel your booking or request a refund under such circumstances. Instead, Worlds Beyond will provide you with a credit or gift certificate equal to the value of your booking (less any processing or transaction fees).

13. Use of imagery and audio recordings

- 13.1 Unless you specifically advise us otherwise, you agree to give consent to Worlds Beyond to capture and use imagery and audio of you in our marketing materials including, but not limited to, printed materials, promotional videos, our web page, social media and other advertising platforms. The photographs, video footage and/or audio recording we take of you during your visit to our premises may be used in our marketing materials at our complete discretion.
- 13.2 Imagery and audio recordings of you may be captured from multiple sources including, but not limited to:
 - 13.2.1 End-of-game team photos,
 - 13.2.2 Video surveillance footage from CCTV cameras inside our game rooms or from our common areas,
 - 13.2.3 Still photography and hand-held videography of our common areas,
 - 13.2.4 Still photography, hand-held videography or drone footage of any outdoor or portable experiences we run, or markets/ trade shows we attend.
- 13.3 Social media usage may include sites such as, but not limited to, Facebook, Instagram and Twitter.

14. Copyright and Confidentiality

- 14.1 All aspects of our experiences (including but not limited to storylines, room designs, game play, prop design, puzzle design and solutions, and other game content, imagery, sound tracks, sound effects, special effects and other game-related information) are the property of Worlds Beyond and its partners.
- 14.2 You must not take photos or record video of your experiences without our approval.
- 14.3 You further agree not to exploit or share our trade secrets or proprietary information, or discuss, divulge or circulate any details regarding the content of your game session in order to preserve the experience for others.