

HOPPA

Terms & Conditions

IMPORTANT NOTE: Please read carefully the below Terms & Conditions (hereinafter referred to “Terms” or “T&C”) as these T&C affect your legal rights. Throughout the website, and the T&C, the terms “we”, “us” and “our” refer to HOPPA. By attending a session at our Facility, you agree to be bound by these T&C which shall apply on you and members of your party at any time spent inside HOPPA. You will also find the following T&C on our website and displayed around the Facility. Once you complete a booking on our website, you have accepted the following T&C. If you do not agree to all the T&C of this agreement, then you may not access the website or use any services. If these T&C are considered an offer, acceptance is expressly limited to these T&C.

These T&C apply to all users of our website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

We reserve the right to update, change or replace any part of these T&C by posting updates on our website. You can review the most current version of the T&C at any time on our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

“HOPPA” is represented by the Egyptian Company “El Guezery Entertainment” established under law. No. 159 of 1981 and its executive regulation, Commercial Registry No.178341.

I. ENTERTAINMENT ACTIVITIES

1. The Activities provided by HOPPA includes but is not limited to trampolining, trampolining lessons, use of the wall, foam pit, bag jump, equipment rental and maintenance, the condition, layout, construction, design, maintenance and use of trampolines, the presence of people or objects thereon, the surrounding areas and any other associated sporting activities or similar leisure time pursuits.

II. TICKET BOOKING POLICY

2. Once the customer purchases a ticket to use HOPPA's facilities, the customer agrees that a contract for the sale and supply of services is concluded between the customer and HOPPA. That being signed, the customer agrees to be bound by the said T&C.
3. Unless otherwise provided by law, please note that all jump ticket purchases are final, and all tickets remain the property of HOPPA, therefore they are non-refundable and non-transferrable and are only valid for the recipient. You may purchase a ticket on behalf of another person, therefore you and that other person both agree that you make that purchase as the authorized agent of that other person so that he/she will be bound by these T&C. Please note that the purchased tickets are only valid for the date specified on the ticket.
4. When the recipient is having a group event booking, 50% deposit is required to be made online or at one of our ticketing booths near to you. Deposits are non-refundable or transferrable, refunds may be possible at HOPPA's Management discretion and if you believe that HOPPA has charged you in error for a payment made online, you must contact us within (30) thirty days of such charge at info@hoppa.fun. No refunds will be given for any charges more than 30-days old, unless otherwise required by law. If you do need to cancel the event booking, HOPPA will work with you to find another date and time that will work best for you within one year of original party date. Your original deposit will be applied towards your re-scheduled party.

III. LIMITATION OF LIABILITY

5. HOPPA is not liable to the customer/participant, the members of your party or legal representatives for personal injury or death suffered by the customer because of the negligence of the customers/participants inside the venues of HOPPA and/or breaching the present Agreement. To the extent permitted by the Governing Law, we are

responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us at the point of entry. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Activity. Except as otherwise provided in these Terms any liability of HOPPA shall be limited to the refund of any charges paid. Nothing contained in these Terms and Conditions is intended to nor shall limit the liability of HOPPA in respect of death or personal injury caused by the negligence of HOPPA or of its employees, agents or contractors.

6. You agree to indemnify, defend and hold harmless HOPPA and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these T&C or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

7. It is also important to note that the customer/participant acknowledges that the Activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur, and the customer assumes and accepts all such risks and hereby waives the right to sue HOPPA for any personal injury or death in any way whatsoever caused by or relating to the customer's participation in such activities. The customer agrees to pay the cost of and authorizes HOPPA to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

8. **RISK WARNING:** However, the use of trampolines, the wall, foam pit, bag jump or any other equipment at any HOPPA's venues involves a significant risk of participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such Activities do so at their own risk. To avoid possible injury, discomfort, you should take timeout breaks from the Activities as you may deem necessary. Also, if you participate in these Activities your rights to sue the supplier under

the Consumer Protection Law no. 76 of 2006 ("**Egyptian CPL**") and its executive regulation if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this sign.

9. By using HOPPA's facilities, you warrant that you are in good health and free from any adverse medical conditions or you will otherwise refrain from participating in the Activities. Therefore, participants must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues or wearing casts are not permitted on the trampolines, the wall, foam pit, bag jump or any other equipment. If in doubt, please seek medical advice as HOPPA's on ground staff does not provide medical or any other health care advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health care provider.

IV. SAFETY

10. By booking a ticket through our website or at one of our venues, you accept and agree to be bound by these T&C and represent that you have either reached the age of "majority" or "legal responsibility" where you live or your parent or legal guardian agrees to be bound by these Terms on your behalf and you have given us your consent to allow any of your minor dependents to use our Activities. If you do not know whether you have reached the age of majority or "legal responsibility" where you live, or do not understand this section, please ask your parent or legal guardian to help.
11. Children must be at least 3 years of age to use the facilities at any HOPPA's venue and it is required to be supervised by a responsible adult/ parent or legal guardian. If you are the responsible adult/parent or legal guardian of a minor, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Activities.
12. Activities comprise various climbing, bouncing and other play activities and participation is not without some risk. All participants are required to take notice of any safety information posted on our website and to obey any safety instructions communicated to them by members of staff. No cycles, scooters, skateboards, skates or any other wheeled equipment (apart from wheelchairs or walking aids) are permitted within HOPPA.

13. If you experience discomfort in the middle of the Activity, take a break. Discomfort might include feelings of nausea, motion sickness, dizziness, disorientation, headache, fatigue, eye strain, or dry eyes.

V. RIGHT TO REFUSE ADMITTANCE

14. HOPPA reserves the right to refuse admittance to the Activities or to remove a customer/ participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice or who is deemed to be under the influence of alcohol or drugs. Additionally, if you violate these Terms, we may, in our sole discretion, remove you from any of HOPPA's venues.
15. The customer and all participants must comply with all signs or other directions of HOPPA and it may suspend or cancel the customer's and a participant's access to the Activities at any HOPPA venue in its absolute discretion for noncompliance with these conditions, or for reckless or careless conduct.

VI. PERSONAL INFORMATION

16. Your privacy is important to us. Your submission of personal information through the website is governed by the Egyptian Data Privacy Law and the Egyptian Cyber Crimes Law in force.

VII. PHOTOGRAPHY AND VIDEO IMAGERY

17. The participant(s) themselves or a parent or legal guardian of any accompanying children gives consent and agrees to HOPPA photographing and/or recording the participant and any accompanying children and to use any such photographs and/or recording solely and

only for HOPPA advertising and promotional purposes. They also, hereby waive any right to inspect or approve the use of any such material and acknowledge and agrees that the rights to use such material shall not require payment or compensation of any kind to be made by HOPPA to the participant and/or any accompanying children. By posting your images online, you are giving HOPPA permission to use those images on their website, in print (where applicable) and across social media.

VIII. FOOD & DRINK

18. Alcohol is strictly forbidden anywhere in all the venues of HOPPA. Only food and drinks purchased in HOPPA may be consumed on the premises. You may not bring your own food, drinks or picnic.

IX. GOVERNING LAW & JURISDICTION

19. These Terms shall be governed by the laws of the Arab Republic of Egypt. In the event that any provision of these T&C is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by the Applicable Law, and the unenforceable portion shall be deemed to be severed from these T&C, such determination shall not affect the validity and enforceability of any other remaining provisions.

20. You and Us irrevocably agree that any dispute, controversy or claim arising out of or relating to these Terms, or breach, termination or invalidity thereof (the “**Dispute**”), shall be settled by arbitration in accordance with the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration (the “**Rules**”). The number of arbitrators shall be three (3) appointed as per the Rules. The arbitration shall be conducted in the English language and the seat of arbitration shall be Cairo, Egypt. The decision of the arbitrators shall be final and binding upon the Parties including the arbitration fees.

X. COMPLAINTS

21. If you have any questions or complaints, please contact us. You can contact us by calling our Facility or by emailing at info@hoppa.fun Alternatively, please speak to one of our staff on site.