



# Cube Escape Rooms Terms and Conditions

## 1. Legally Binding

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These terms and conditions represent a legally binding agreement between you and **Cube Escape Rooms Pty Ltd ACN 624 089 434 (Cube Escape Rooms)** which you accept either by signing an acknowledgement in person, or by clicking "I Accept" or similar on the Cube Escape Rooms website [www.cubeescaperooms.com.au](http://www.cubeescaperooms.com.au)

## 2. Escape Room Experiences

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- (a) Cube Escape Rooms provides "escape room" entertainment experiences (referred to as Experiences in this Agreement), in which Players are locked in a room and must solve puzzles, or carry out certain group-based activities, in order to escape.
- (b) All Experiences are designed to run for 60 minutes and involve 4-6 Players, although Cube Escape Room reserves the right to specify the number of Players permitted to participate in any Experience.
- (c) Cube Escape Rooms reserves the right to refuse entry to any person who:
  - (i) is under the influence of alcohol or drugs;
  - (ii) bullies or harasses any Cube Escape Rooms staff or other Players;
  - (iii) are not wearing appropriate attire (e.g. shirtless, open footwear); and
  - (iv) are otherwise unfit to participate in an Experience, as determined at the sole discretion of Cube Escape Rooms staff.

## 3. Health & Safety

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- (a) Cube Escape Rooms endeavours to ensure that all Experiences are as safe as possible for all Players.
- (b) All Players will be given safety guidance and training as required to ensure that they are able to participate in the safest way possible.
- (c) Experiences, however, are not under the direction or control of Cube Escape Rooms, given that the experience of the Players is within the control of the Players themselves. As such, Cube Escape Rooms accepts no responsibility for the actions, omissions or negligence of any Player, and each Player participates in an Experience at their own risk as expense.

- (d) For safety purposes, during all Experiences, Cube Escape Rooms staff will be able to view and hear all Players through closed-circuit television and/or other recording devices. You acknowledge, agree and consent to being recorded for such purposes. Any Player may exit any Experience at any time through the entry which remains open at all times.

## 4. Medical Information and Waiver

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- (a) Prior to commencing an Experience, each Player must disclose to Cube Escape Rooms if they have any of the following pre-existing medical conditions:
  - (i) heart disease or other heart conditions;
  - (ii) pregnancy;
  - (iii) high blood pressure (hypertension);
  - (iv) respiratory conditions (including asthma);
  - (v) epilepsy;
  - (vi) light sensitivity;
  - (vii) tinnitus, or other forms of sound sensitivity;
  - (viii) anxiety;
  - (ix) claustrophobia (fear of small spaces);
  - (x) latex allergy; or
  - (xi) any other medical condition which would make the Player susceptible to experiencing a medical episode or condition as a result of an exciting and immersive experience.
- (b) By entering into this Agreement, you warrant that you have accurately and truthfully disclosed any medical conditions which you have and have not withheld any information.
- (c) If you withhold any information, then you will do so at your own risk, liability and expense, and you release Cube Escape Rooms from all liability in relation to any Loss which you suffer as a direct or indirect result of withholding such information.
- (d) All Players must sign a Waiver, either in person or electronically on our Website, before participating in an Experience.
- (e) By signing a Waiver, to the greatest extent permitted by law, you waive your right to make any Claim against Cube Escape Rooms in



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relation to any Losses suffered by you because of:

- (i) any pre-existing medical condition which you may have;
- (ii) any wilful act, omission, or negligence of any Player with whom you join for an Experience; and
- (iii) anything you experience during the Experience.

### **5. Prices and Bookings**

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- (a) Prices are as determined and varied by Cube Escape Rooms from time to time.
- (b) All prices include a 60-minute Experience.
- (c) Bookings are required to guarantee that you will be able to participate in an Experience on your chosen day. Walk-ins may be requested to book and return at another time or day.
- (d) If individuals withdraw from a group booking, no refunds will be provided, and the group will be charged based on the number of Players noted on the original booking.
- (e) Two or more groups of people may join forces into a single group for an Experience, in which case there will be a minimum cost per Player as determined by Cube Escape Rooms of \$30 per Player, or as otherwise determined by Cube Escape Rooms from time to time, or on a per booking basis.
- (f) If, for any reason, there are less than four Players for a particular Experience, Cube Escape Rooms reserves the right to cancel the Experience. No refunds will be provided.
- (g) While Cube Escape Rooms endeavours to ensure that all transactions undertaken on our Website are safe and secure, you acknowledge and agree that there is a possibility of third party interference which may result in you suffering Loss.

### **6. Children and Minors**

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- (a) Some Experiences are not suitable for persons under the age of 18 years. It is your responsibility to check any age requirements before making a booking.
- (b) All children must have a parent or legal guardian sign a Waiver prior to participating in an Experience.

- (c) All children under the age of 15 years must have a parent or legal guardian present with them at all times during an Experience.
- (d) All Cube Escape Rooms staff hold a current working with children blue card.

### **7. Escape Room Rules**

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You agree to abide by the following rules:

- (a) No food or drinks (including alcohol) are permitted on Cube Escape Rooms premises.
- (b) No dangerous, harmful or hazardous objects are permitted on Cube Escape Rooms premises.
- (c) The use of mobile phones, cameras and other recording devices (whether for video, audio, still photographs, or otherwise) are not permitted at any time.
- (d) Photographs may only be taken by Cube Escape Rooms staff before or after completion of an Experience.
- (e) To ensure the enjoyment of other Players, you must not share or describe any Experience to any member of the public, including but not limited to, posting on social media.
- (f) All personal items and belongings brought onto Cube Escape Rooms' premises will remain at the owner's sole risk and expense, whether or not Cube Escape Rooms provides a storage facility.
- (g) You must not intentionally or maliciously cause any damage to any person or property during an Experience. Cube Escape Rooms will charge a \$200 plus GST cleaning fee to anyone who urinates, vomits, or otherwise causes any mess to be made during any Experience.

### **8. Intellectual Property**

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By entering into this Agreement, you acknowledge and agree that Cube Escape Rooms is the owner or licensor (as the case may be) of the experiences, content, games, puzzles, activities, images, logos, designs, layouts, and specifications, used, adopted or in any way forming part of any and all Experiences (**Intellectual Property**). No Intellectual Property may be copied, reproduced, or disclosed by you to any person, except with the express prior written consent of Cube Escape Rooms.

### **9. Marketing and Promotions**

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By entering into this Agreement, you acknowledge, agree and consent to Cube



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Escape Rooms taking photographs, videos and making sound recordings of you and other Players during an Experience and using the footage for marketing purposes, including but not limited to, uploading footage to our Website and any social media accounts owned by Cube Escape Rooms.

### 10. No Guarantees or Warranties

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- (a) Subject to law, Cube Escape Rooms makes no representations and gives no warranties or guarantees that any Experience will be of a particular nature, given that the experience of the Players is within the control of the Players themselves.
- (b) To the greatest extent permitted by law, any guarantee, warranty, or term which would otherwise be implied by law is hereby excluded.

### 11. Limitation of Liability

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- (a) To the greatest extent permitted by law, Cube Escape Rooms (and each of its officers, employees, contractors, and agents) accept no liability or responsibility for any Claims or Losses arising in relation to, or in connection with, whether directly or indirectly, except to the extent caused by the Cube Escape Rooms' negligence:
  - (i) the provision or non-provision of any Experience;
  - (ii) the use, non-use or misuse of any item of property on Cube Escape Rooms' premises by you or any other person;
  - (iii) any wilful act, omission, neglect or breach by you or any other person; and
  - (iv) any other matter whatsoever, whether contemplated by the parties at the date of this Agreement, or otherwise.
- (b) Subject to law, any liability of Cube Escape Rooms is limited to a refund of any booking fees or other monies paid by you to Cube Escape Rooms.

### 12. Indemnity and Release

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#### 12.1 Indemnity

To the greatest extent permitted by law, you agree to indemnify, and will keep indemnified, each of Cube Escape Rooms, its officers, employees, contractors, agents and representatives (the **Indemnified Parties**) from and against any and all Claims and Losses

suffered or incurred by any Indemnified Party arising in relation to, or in connection with, whether directly or indirectly:

- (a) any wilful act, omission, neglect or breach by you;
- (b) any pre-existing medical condition which you failed to disclose to Cube Escape Rooms.

#### 12.2 Release

To the greatest extent permitted by law, you release each of the Indemnified Parties from all liability under any Claim arising in connection with, whether directly or indirectly:

- (a) any wilful act, omission, neglect or breach by you;
- (b) any wilful act, omission, neglect or breach by any other person; and
- (c) any pre-existing medical condition which you failed to disclose to Cube Escape Rooms.

### 13. General

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#### 13.1 Acknowledgement

You acknowledge having read and understood this Agreement before entering into it. You agree that the terms of this Agreement are reasonable in the circumstances.

#### 13.2 Entire Agreement

This Agreement contains the entire agreement between the parties about its subject matter. Any previous representation, understanding, arrangement, agreement, or warranty relating to that subject matter is superseded by this Agreement.

#### 13.3 Jurisdiction

This Agreement is governed by the laws of the Jurisdiction and each party submits to the non-exclusive jurisdiction of the courts of the Jurisdiction.

#### 13.4 No Merger

No right or obligation of any party will merge on completion of any transaction contemplated by this Agreement. Any indemnity given in this Agreement survives the expiry or termination of this Agreement and a party may enforce a right of indemnity at any time, including before it has suffered loss.

#### 13.5 Severability

Any provision of this Agreement that is illegal, void or unenforceable will be read down or



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severed so as to preserve the remainder of this Agreement which will continue in full force and effect.

### 13.6 Variations

This Agreement may only be varied by a further written agreement signed by or on behalf of each of the parties.

### 13.7 Waiver

A failure or delay in the exercise or enforcement of any right, power or remedy available by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement of that or any other right, power or remedy. All waivers must be expressly given in writing to be effective and binding. No waiver of a breach of any provision of this Agreement will operate as a waiver of another breach of that provision or of a breach of any other provision of this Agreement.

## 14. Definitions and Interpretation

### 14.1 Definitions

In this document, the following definitions apply unless the context requires otherwise:

- (a) **Agreement** means these Cube Escape Rooms Terms and Conditions, the Waiver, and any other documents which are attached to, or provided with, this document.
- (b) **Claim** includes, in relation to a person, a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.
- (c) **Experience** means an escape room entertainment experience occurring on Cube Escape Rooms' premises.
- (d) **Jurisdiction** means Brisbane, Queensland.
- (e) **Loss** includes any damage, loss, cost, liability, expense, injury or death of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.
- (f) **Player** means any person who participates in an Experience, other than Cube Escape Rooms staff.

- (g) **Waiver** means a waiver provided by Cube Escape Rooms for you to sign in accordance with this Agreement.

### 14.2 Interpretation

The following rules also apply in interpreting this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words of any gender include all genders;
- (c) alternate grammatical forms of a defined term have a corresponding meaning;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, joint venture, and governmental body, authority, agency or other entity;
- (e) a reference to two or more persons is to any of them together and each of them individually;
- (f) "including" and similar expressions do not limit the generality of any provision of this Agreement;
- (g) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (h) a reference to time is to time in the capital city of the Jurisdiction;
- (i) a reference to A\$, AUD\$, dollar or \$ is to Australian currency;
- (j) headings and table of contents are for ease of reference only and do not affect interpretation.