

CONDITIONS FOR ENTRY TO VIRTUAL REALITY PLAY HALL (“VR SHOW”)

This document sets out the conditions of entry to the VR show (the “conditions”).

Please read these conditions carefully and confirm that you accept, and agree to comply, with them by signing at the end of this document.

Refusal to agree to, or failure to comply with, these conditions of entry may result in you being unable to enter, or removed from, the VR show.

It is important that you understand these conditions, the consequences of agreeing to these conditions, and the risks associated with the VR show. Please let a member of staff know if you have any questions, or if there is anything in these conditions that you don’t understand.

1. Definitions

1.1. **Operator**: The VR show is operated by DIVR UK Limited (Company Number: 13994445) with registered office address 10 John Street, London, United Kingdom, WC1N 2EB (further referred to as (the "operator")).

1.2. **The VR show**: is a virtual reality and simulation-based play hall or show allowing the players to communicate with a virtual environment. Activities within the VR show will include altitude changes, touching structures and objects and perception of vibrations, air pressure, cold, heat, and humidity, in a virtual environment.

1.3. **Player**: is each individual entering the VR play hall/show.

2. Location of VR Show

2.1. VR play hall can be found on the following address: Westfield Mall London, Ariel Way Shepherd's Bush, London W12,7GF.

2.2. Please note, whilst the VR show can be found at the above address, it is neither sponsored or managed by, nor associated with, the creation and/or operation of the VR show or the operator.

3. House Rules

3.1. Virtual reality, and virtual reality gaming, contains inherent risk which mean that it is not suitable for some individuals, particularly those with certain health issues.

3.2. The operator specifically warns the following individuals against participating in the VR show:

- Persons suffering from certain disorders (including loss of consciousness, vision disorders, impaired balance, disorientation, hypertension);
- Persons suffering from hypertension, heart diseases, spine pain, epilepsy or any other effect on the senses (olfaction, vision, hearing, touch or speech);
- Persons who are blind;
- Persons suffering from respiratory diseases;
- Persons under effect of alcohol or narcotics.

3.3. Any persons who falls within any of the above categories, will not be allowed in the VR show. By signing these conditions, you confirm that do not fall into any of these categories.

3.4. The operator specifically warns the following individuals that they may be at an increased risk if they suffer from any of the below, if you fall into any of the below categories you should speak to a member of staff in order to understand the risks. By signing these conditions, you are confirming that you understand the heightened risks and would like to proceed with entering the VR show:

- Persons suffering from certain disorders (including headaches and certain mobility issues);
- Persons with physical or mental disorder;
- Persons who are weak-sighted;

- Persons with oversensitivity to loud noises or flashing light;
- Pregnant women;
- Persons with inclination to balance disorder; or
- Persons under 7 years of age.

3.5. In the course of their visit to the VR show some players may experience symptoms such as loss of balance, headache, mobility apparatus pain, vertigo, problems caused by air stream, mist or fragrances and in exceptional cases epilepsy-like symptoms, both during and after their stay in the VR show. If you suffer any of these symptoms whilst in the VR show, or on the premises, please let a member of staff know immediately.

3.6. The following are strictly prohibited inside the VR show play hall:

3.6.1. Smoking; and

3.6.2. Taking pictures and/or audio-visual recordings except for area of the play hall specifically designated for this purpose by the operator.

3.7. All players are asked to have their entrance tickets ready to be checked by the employees or representatives of the operator on request. All entrance tickets are non-transferable.

3.8. The operator will make all reasonable effort to ensure the functionality of all features of the VR show throughout the play hall opening hours. However, due to the nature of the VR show, the operator reserves the right to stop any activity inside, and close, the VR show at any time without prior notice, at its sole discretion. This may be due to safety reasons, a mechanical fault or for any other reason.

3.9. Prior to entry into the VR show, all players will participate in a VR show and safety briefing conducted by the operator (via its representatives and/or employees). This briefing will talk you through (1) the health and safety risks and procedures, (2) the rules you must adhere to in the VR show, and (3) any behaviours that will be considered unacceptable and will result in the players removal from the VR show. Failure to attend such briefing and/or the players failure to comply with any rules, health and safety procedures or acceptable behaviours will result in the player being removed from the VR show and no refund will be payable.

4. Personal Data Processing

The operator will process the personal data of players in accordance with their privacy policy which can be found here [\[INSERT LINK\]](#).

5. Recordings in VR Show

5.1. The operator uses CCTV cameras throughout the premises and play hall and conducts both filming and recording within the VR show. Details of how the operator uses and processes CCTV data can be found in the privacy policy, here [\[INSERT LINK\]](#).

5.2. Footage obtained within the VR show will generally only include the avatar used in game play and not any personal data (for the purposes of data protection legislation), however will show the players personal expressions and movement.

5.3. The operator conducts filming and recording, via CCTV and otherwise, for the following reasons:

5.3.1. to promote and market the VR show and the operator, including sharing the footage on the operator's social media channels, on the internet and generally with potential customers in order to show the detail of the VR show;

5.3.2. to offer the player the chance to purchase footage or photographs in the VR show;

5.3.3. to prevent crime and protect buildings and assets from damage, disruption, vandalism and other crime;

5.3.4. to protect the personal safety of staff, visitors and other members of the public and to act as a deterrent against crime;

5.3.5. to support law enforcement bodies in the prevention, detection and prosecution of crime;

5.3.6. to assist in day-to-day management, including ensuring the health and safety of staff and players; and

5.3.7. to assist in the effective resolution of disputes which arise in the course of disciplinary or grievance proceeding.

5.4. The player hereby grants their consent to filming and recording by the operator for the purposes set out above and used in accordance with the operator's privacy policy.

6. Operator's Liability

6.1. Unless such damage or loss is caused by, or due to the negligence of the operator, the operator shall not be liable for any damage or loss caused by force majeure, such as natural disasters, catastrophes, public telecommunication network failures, war or terrorist attacks or power cut or server failure etc. causing service interruption.

6.2. The operator shall not be liable for the behaviour of any players and their method or use of the VR show, especially if such behaviour is not in compliance with these conditions, or the applicable legislation, nor for damage or loss caused by such behaviours.

7. Parental Consent with Entry of Players under 18 Years of Age

7.1. In the case of VR show entry by minor players (persons under 18 years of age) who have not yet attained full legal capacity, the agreement with these conditions must be granted by their legal parent or guardian who hereby confirms that:

7.1.1. they are the parent or legal guardian of the minor named below and has the legal right to consent to these conditions and the players statement below; and

7.1.2. they agree to assure compliance, of the minor(s) under their care, with these conditions and the players statement below.

7.2. This is without prejudice to discretion of the minor player in relation to legal actions for which the minor is sufficiently mature at their age.

8. Player's Statement

8.1. By signing this waiver, you confirm and agree that:

8.1.1. you understand the risks associated with the use of virtual reality, as set out in these conditions and as explained by the operator (via its representatives and/or employees) and enter the VR show with full knowledge of those risks;

8.1.2. you have carefully read these conditions and have been provided with the opportunity to express any concerns you may have and ask (and have received satisfactory responses and/or answers to) any questions related to the VR show;

8.1.3. you explicitly understand of all risks connected with stay in the VR show and you understand that the operator is not liable for any loss suffered in connection with your stay in the VR show, where such loss or damage is due to your failure to adhere to the VR show health and safety requirements, rules and acceptable behaviours as set out in these conditions or as explained in the pre VR show briefing;

8.1.4. you are aware that the objects within the virtual reality are not real;

8.1.5. you are psychologically and psychically fit and are not aware of any health condition that might prevent or inhibit your ability to participate or stay in the VR show;

8.1.6. you will observe instructions of the operator and its authorized representatives;

8.1.7. you understand that the operator and its staff and representatives are not responsible for any loss or damage, direct or indirect, however caused in the course of your stay in the VR show or immediately afterwards, where such loss or damage is due to your failure to adhere to the VR show health and safety requirements, rules and acceptable behaviours as set out in these conditions or as explained in the pre VR show briefing. Please note, this does not include any loss or damage caused as a result of the operators fault or negligence; and

8.1.8. understand and agree that in the case of suspicion of misappropriation of equipment of the VR show you will present your luggage for a check on request of the operator's staff and or representatives.

8.2. Nothing in this clause 8 limits or excludes any liability of the operator which cannot legally be limited, including liability for death or personal injury caused by the operators negligence or failure to meet its duty of care.

9. Final Provisions

9.1. These house rules and legal relations constituted or following from your stay in the VR show are governed by the laws of England and Wales. Potential disputes shall be settled by the competent courts of England and Wales.

9.2. The operator hereby reserves the right to change the rules of entry to the VR play hall or interrupt your stay in the VR show at any time without compensation and with immediate effect.

9.3. In the case of suspected fraudulent, dishonest or unfair behavior of players the suspect player(s) may be expelled from the VR show without compensation. The operator's decision about the player's expulsion is final without appeal.