



## Terms and Conditions

### Definitions

1. "Lightning VR" means the relevant location where the Customer comes to play the Game. These concern the following private limited companies:
  - Amsterdam: "De VR Arcade B.V.", gevestigd en kantoorhoudende aan Asterweg 19-E1, 1031HL Amsterdam.
  - Delft: "VR Arcade Delfgauw B.V.", gevestigd en kantoorhoudende aan Rijksstraatweg 43A, 2645BT Delfgauw.
2. "Customer" means any natural or legal person who has entered into an agreement with Lightning VR with a view to the use of the facilities of Lightning VR.
3. "Participant" means any person participating in the Game.
4. "Game" means the virtual reality games that are played in the Lightning VR building.
5. "Property" means the property in which the Game is being played.
6. "Compensation" means the total price that the Customer pays for him/herself (and any Participants) to participate in the Game.

### Applicable terms and conditions

7. These terms and conditions apply to any agreement that Lightning VR makes, as well as any participation in the Game. These conditions prevail over any other set of terms that may be used by any Customer, unless otherwise agreed.
8. Anyone admitted to the Property, or located in the Property without permission of Lightning VR, is deemed to have knowledge of and agreed to these terms and conditions.

### Guaranteed numbers

9. A minimum number of participants applies to group arrangements. If there are fewer participants than the indicated guaranteed amount, the costs of the minimum number of participants will be charged. The specific guaranteed numbers will be expressed at the time of booking.

### Payment

10. Payment must be made before the Customer (and any participants accompanying him/her) uses any facility of Lightning VR.
11. In case of reservations, a written commitment must be made. This commitment is binding unless otherwise agreed. Payment is required when making a reservation, unless otherwise agreed.

12. If payment has been agreed after invoicing, payment must in any case be made within fourteen (14) days of the invoice date.
13. In case of payment afterwards, Lightning VR has the right to charge administration costs.

### Default

14. In case of non-payment or late payment in accordance with the strict deadlines described above, there will be a default. In that case, the Customer who does not act in the exercise of a profession or business by the due date of the deadline shall owe the statutory interest at that time. The Customer who acts in the exercise of a profession or business owes the commercial interest at that time as of the expiry date of the deadline.
15. In the event of non-payment or late payment, the Purchaser will be charged collection costs. A Customer will owe costs in accordance with the relevant provisions in the Decree on Extrajudicial Collection Costs 2012.

### Bookings

16. Reservations are required, but can also be done at the door. In that case there is no guarantee that you can play.
17. Lightning VR reserves the right to combine several reservations into one Game. There cannot be guarantees that a (group) participant (s) has / have the Game for himself, unless payment is made for the maximum number of places.
18. The time indicated in the confirmation of the reservation is the starting time of the Game. The Participant is expected to be present at least 15 minutes before the start time.
19. If the Customer does not arrive on time, it cannot be guaranteed that he can play the Game for the reserved time period.
20. Lightning VR is not obliged to allow a Participant who does not arrive or does not arrive in time to take part in the Game at a different.

### Cancellations

21. The Customer can cancel the reservation in advance. The Customer can cancel their booking via the link in the booking confirmation that they have received after they have paid for their online reservation. No money will be refunded, but 100% percent of the initial payment will be refunded in a voucher code, which can be used for a new online booking.
22. If payment after invoicing has been agreed, the reservation can also be cancelled, but there is no



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question of any form of reimbursement, either in cash or in a voucher code. As soon as the quotation has been approved and signed by the Customer, this quotation is binding at all times and this amount will be invoiced, regardless of whether the booking has been cancelled prematurely.

### Health

23. The Customer must declare that they don't have health problems for at least 24 hours related to fever (38 degrees or higher), dry cough, fatigue, coughing up phlegm and shortness of breath. This is done at the check-in upon arrival. If the Customer is not healthy enough to enter the arcade due to the aforementioned symptoms the Customer is not admitted to the arcade. In that case the Customer receives a voucher for 100% of the initial payment.

### Drugs & Alcohol

24. The use and possession of alcohol, soft and hard drugs is prohibited. If such means are nevertheless found among Participants, irrespective of their own use or commercial purposes, this means immediate removal and definitive denial of the access.
25. If the staff of Lightning VR suspects possession and/or use of drugs or if a Participant is suspicious within the premises, Lightning VR reserves the right to immediately deny access to the Participant.

### Belongings and clothing of Customers

26. Lost property must be delivered to the staff of Lightning VR.
27. Lightning VR is not liable for the loss of clothing and/or other property belonging to a Customer or Participant. Garments and/or properties that have been left behind by the Participants will be kept for a period of two months. After that period, these items will be thrown away.

### Safety

28. Customers and Participants may be required to identify themselves.
29. Everyone is obliged at all times to follow the instructions of the staff of Lightning VR.
30. In connection with safety and order in and around the building, visible and non-visible cameras have been set up in various places. The recordings made with these cameras are not shared with third parties and are kept for a limited time, except to the extent that the recordings are necessary for the detection of possible disturbances, violations of law or other undesirable behavior. By accepting these conditions, Customers and Participants agree that images can be made of them for the aforementioned reasons.

### Liability Lightning VR

31. Entering the facilities of Lightning VR is for everyone at their own risk.
32. Any liability of Lightning VR for damage (also as a result of theft) which Customers or Participants suffer is excluded.
33. In the event that Lightning VR should prove to be liable then this liability is limited to a maximum of the amount paid out under the liability insurance in the relevant case.

### Liability Customer and Participant(s)

34. Customers and Participants are jointly and severally liable for damage resulting from loss, theft, or damage to the property or property of (staff of) Lightning VR and third parties, as well as to any injuries caused to employees of Lightning VR and third parties, irrespective of whether the damage or injury is the result of any act or omission on the part of the Purchaser itself, or Participants who were in the Lightning VR building with the permission of Customer.

35. With regard to the materials to be used by the Customer and Participants during play, the following amounts must be compensated in the event of loss, theft or damage to the material concerned:

- Headset € 1,500
- Weapon € 400
- HTC controller € 175

36. The Customer indemnifies Lightning VR against all claims in respect of damage by third parties that are (also) the result of any act or omission of the Customer or Participants who were on the premises of Lightning VR with the permission of the Customer.

### Minimum age

37. Participants must be 10 years or older on the day of the participation. Participants under the age of 18 must be accompanied by an adult at all times.

### Modifications on terms and conditions

38. Lightning VR is authorized to change these terms.

### Applicable Law

39. All agreements with Lightning VR are governed by Dutch law.
40. In respect of all disputes ensuing from this agreement, the court of the place of business of Lightning VR shall be competent, unless another judge is compelled under mandatory law.