



## **VR at Computer Origins**

### **Terms & Conditions**

Version 1.1

#### **1. Terms**

- a. Activity Provider – C.M. Crewe and R.B. Hall trading as Computer Origins and employed Staff,
- b. Virtual Reality (VR) – computer peripheral hardware designed to immerse the Participant into a virtual environment using visual and auditory accessories,
- c. Activity – Interaction with Virtual Reality hardware and software in a given time period,
- d. Participant – You, the customer who will participate in the Activity at Computer Origins,
- e. Releasee – Activity Provider as legal entity,
- f. Releasor – Participant as legal entity.

#### **2. General**

- a. These Conditions are subject to change without notice,
- b. Participants must wear form fitting shoes (no thongs, sandals, socks or bare feet) with short laces if applicable,
- c. For the safety of the Activity Provider and Participants, the play area is monitored by cameras and recordings are produced. Recordings remain confidential and are regularly deleted if not required,
- d. Loud and unruly behaviour will not be tolerated during viewing or play due to an adjacency to residential units,
- e. Toilets are not available from within Computer Origins; however Clarkson Train Station operates public facilities within a short walk from our store,
- f. No food or open cup drinks are permitted in the store,
- g. Warning: Some VR games may potentially trigger seizures for people with photosensitive epilepsy. Participant discretion is advised,
- h. Please advise the Activity Provider at least an hour before your session if you need to cancel,
- i. If a Participant(s) if not of lawful age, a parent or legal guardian of lawful age is required sign in agreement to these conditions.

### 3. Activity Waiver

#### a. Consideration

- i. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands, for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
- ii. The Releasor understands that the Releasee would not permit participation in the activity described below unless the Releasor signed the Agreement.

#### b. Details of Activity

- i. The Participant will participate in the following activity: Computer game interaction utilising Virtual Reality Hardware.

#### c. Concurrent Release

- i. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

#### d. Fitness to Participate

- i. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

#### e. Full and Final Settlement

- i. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
- ii. The Participant understands that by being a signatory of the Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain participating in or preparing for the above noted activity.
- iii. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
- iv. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not mere recital.

#### f. Governing Law

- i. This Agreement will be construed in accordance with and governed by the laws of the State of Western Australia.

### 4. Other Impairments

- a. The Activity Provider reserve the right to deny the operation of VR equipment if it is determined that a patron is under the influence of drugs or alcohol,
- b. While we will do our best to accommodate Participants with prescription eye-wear, we strongly recommend contact lenses if available to you. In some rare cases, certain eye-wear designs may actually damage the HMD lenses which we would prefer to avoid,
- c. If the Participant or the Activity Provider deems it necessary, the Activity Provider may request that the Participant play in a seated position for the duration of play which is possible for most VR games.

## **5. Gameplay**

- a. For the protection of all Participants, a disposable hygiene mask will be supplied and must be worn during all game-play,
- b. The Activity Provider may need to adjust the Participant's position in order to prevent the Participant or VR equipment from being harmed. The Participant therefore gives permission for the Activity Provider to grasp the Participant's shoulders as required in order to guide their movement,
- c. Each 1 hour session is continuous and may not be paused,
- d. Each play session is strictly 1 hour and may require a forced game shutdown upon completion,
- e. Any installed games are available for play and may be changed at any time,
- f. Unlisted games will not be available for download or play (although we accept suggestions),
- g. Two viewing guests or co-Participants are only permitted in store per session (this may be increased at the discretion of the Activity Provider),
- h. Play payment must be made in advance,
- i. Play payment is non-refundable with exceptions made at the discretion of the Activity Provider (power loss, faulty equipment, fire alarms etc.),
- j. Extended play may be granted but only if no other Participants are scheduled. A minimum of 1 hour play payment time must again be paid in advance.

## **6. Gift Cards**

- a. Gift Cards are not transferable,
- b. A Gift Card use must be claimed within 12 months of purchase,
- c. Unless otherwise specified, normal Conditions apply,
- d. Gift Cards are not redeemable for cash,
- e. Computer Origins is not responsible for unauthorised redemption,
- f. A Gift Card's value may be upgraded (if applicable), however the original card must be surrendered and the upgrade performed prior to a booking,
- g. Deliberate defacement to the card name or value voids the Gift Card.

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