

LASER TAG ACTIVITY - TERMS AND CONDITIONS

These Booking Conditions are effective and apply to all Bookings made from 1 December 2024.

1. DEFINITIONS AND STRUCTURE OF THESE TERMS AND CONDITIONS

- a. For the purposes of these terms and conditions:
 - 'we', 'us' or 'our' refers to Discovery Holiday Parks Pty Ltd (ABN 50 111 782 846) and where the context so permits, its associated entities;
 - 'you', 'your party' or 'your' means any person named in a booking, including any family, children, friends or anyone who is added or substituted at a later date;
 - 'Booking' means a request from you to book any activity;
 - 'Booking Confirmation' means a document issued by us to confirm acceptance of your Booking subject to these Booking Conditions;
 - 'Force Majeure' means an event or events beyond the control of the parties and which the parties could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority.
- b. By proceeding with an activity booking, you agree to these terms and conditions and must ensure that your party agrees to, and complies with, these terms and conditions.

2. BOOKINGS

- a. A booking is confirmed when:
 - You have made a Booking and have provided us with all necessary information to process your request;
 - You have paid us the deposit (and any other amounts payable at the time of making the Booking) in accordance with these booking conditions; and
 - We have sent you a Booking Confirmation.
- b. We reserve the right to decline a Booking at our discretion. If we decline your Booking and you have made any payments to us on account of that request, then we will promptly refund amounts received by us.

3. PRICES

- a. Activity prices stated are in Australian Dollars (\$AUD), are inclusive of GST and are subject to change prior to you making a Booking. Your Booking Confirmation will confirm your activity price.
- b. Laser Tag has a minimum age requirement. All persons aged under the age of 16 must be accompanied by a responsible adult. Children aged under 6 years are not eligible to participate.

Age 6 to 12: Parents must play alongside kids, supervise and assist with equipment.

Age 13 to 15: A responsible family member (over 16 years) must be present in game zone.

Age 16+: Free to play solo whilst abiding to game rules.

4. CANCELLATIONS

- a. Unless the website on which you have made your booking has advised you of stricter cancellation conditions, you agree that the cancellation conditions set out in these terms and conditions apply.
- b. Where your booking for an activity is cancelled more than 48 hours prior to the commencement of the activity, you will be fully refunded the amount paid, less transaction fees.

- c. Where your booking for an activity is cancelled less than 48 hours prior to the commencement of the activity, you will be subject to a cancellation fee of 100% of the total booking value.
- d. You may request a booking to be changed, including changes to the names or dietary requirements, however any request will be subject to availability. The price may change depending on the new booking period and an administrative fee may also apply to make the change.
- e. If in our reasonable opinion we determine that your activity cannot safely, lawfully, or reasonably proceed due to a Force Majeure event, then we may reschedule or cancel your activity.
- f. If we cancel your activity for reasons other than Force Majeure, we will endeavour to accommodate you on alternative dates. If that is not possible or if alternative dates are not suitable for you, then we will refund all funds received by us.
- g. For the avoidance of doubt and without limitation, an illness, the development of a medical condition or the failure of any commercial transportation not included in your activity is not considered a Force Majeure event.

5. NO SHOWS

- a. No refunds are given for unused activities or experiences, including no-shows. A no-show is when you do not check into the activity on the day of your booking.
- b. We reserve the right to refuse entry or participation in an activity:
 - If we reasonably determine that you, or someone in your party, could present a risk to the health and safety of our staff or other guests participating in the activity; or
 - For any other reason we so determine in our discretion (including for our own purposes).
- c. A full refund will be issued if this occurs unless our refusal is because you or your party presents a risk to the health or safety of our staff or other guests participating in the activity, or because of your breach of these terms and conditions.

6. YOUR PARTY

- a. You must always ensure that your party complies with these terms and conditions. You agree that any breach of these terms and conditions by your party will constitute a breach by you.

7. RULES, GUIDELINES AND SAFETY INSTRUCTIONS

- a. You must always follow all lawful directions of our staff. You must take all reasonable precautions for your own safety and the safety of any person in your care (particularly children). This includes ensuring that children are always accompanied by a responsible adult (16 years and over).
- b. You acknowledge that the activity may take place in a remote area, which may be a considerable distance from hospitals, medical centres, or other forms of medical facilities. Should you require assistance from emergency services to attend these centres, you acknowledge that this will be at your own cost.
- c. If you act in a manner that threatens the safety of others (including our staff, other guests on the Activity, or third parties) or significantly disrupts their enjoyment, our representatives may, acting reasonably, require that you leave the Activity. You will not be entitled to any refund for unused activity services, and you will be responsible for any additional costs you incur.
- d. Smoking (including e-cigarettes or vaping) is not permitted in or around our game zone facility.
- e. It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the Activity. You are required to have a reasonable level of mobility, to be able to comfortably participate in activity.
- f. If you have doubts about your ability to undertake the activity, including if you have a pre-existing medical condition or are pregnant, please contact us to discuss your circumstances prior to making a Booking.
- g. You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may materially affect the usual conduct of the activity.

8. RISK ACCEPTANCES & WAIVERS

- a. You acknowledge that your Activity may expose you to inherent personal risks which may be greater than those present in your everyday life. This could be because of the adventurous nature of the Activity, travelling through and visiting remote destinations, and interactions with wildlife. You participate on the basis that you accept these inherent risks and that to the fullest extent permitted by law we will not be responsible for any personal injury or death resulting from the materialisation of an inherent risk.
- b. You acknowledge and agree that your participation in certain activities may be subject to you agreeing to a form of risk acceptance and waiver of liability for participation in the activity.

9. LIABILITY

- a. Your purchase of any activity or other goods or services may be subject to certain laws, including statutory warranties under the Australian Consumer Law. Nothing in these terms and conditions is intended to exclude or restrict the application of such laws but we do not give any guarantee or warranties or make any representation of any kind, express or implied outside of those laws.
- b. Other than as set out in this clause, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services provided by us are excluded.
- c. Specifically, but without limitation, to the full extent permitted by law:
 - We make no warranty as to the suitability or safety of any of our activities, the potential presence of COVID-19 or possibility of contracting COVID-19 during our activities;
 - You agree to take full responsibility for, and fully ensure the safety of, all minors in your party at all times while they are participating in our activities;
 - We do not make any representation about the suitability of the activities;
 - We are not liable to you or anyone else and you agree to release us, indemnify and hold us harmless against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury, including personal injury, injury or loss related to COVID-19 or the contracting of COVID-19, or death) arising out of, caused by, attributable to or resulting from your booking for any reason except to the extent caused by our negligence; and
 - If any warranties relating to your booking are implied at law and cannot be excluded, then to the maximum extent permitted by law our liability to you is limited to:
 - in the case of goods supplied to you by us, the repair or replacement of the relevant goods; and
 - in the case of services supplied to you by us, the supply of the relevant services again, or the payment of the cost of resupplying the services.

10. PRIVACY

- a. When providing any personal information to us, you agree to the collection, use and disclosure of your personal information in accordance with our privacy policy. Our privacy policy is available at https://www.discoveryholidayparks.com.au/privacy_policy.

11. GENERAL

- a. No failure under these terms and conditions to exercise nor any delay in exercising any right, power or remedy by us operates as a waiver and any waiver will be not valid or binding on us unless we make it in writing.
- b. If you place a booking on behalf of another party, you represent and promise us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur but would not have incurred had this been the case.
- c. Any part of these terms and conditions which is invalid or unenforceable at law is severed from these terms and conditions without affecting the balance of the terms of use.
- d. South Australian law governs these terms and conditions, and you agree to submit to the exclusive jurisdiction of South Australian courts in respect of any dispute regarding these terms and conditions.

- e. Any queries or disputes arising in connection with a booking or any matter in connection with these terms and conditions is to be directed to [08 8219 3000](tel:0882193000) or in writing at Level 6, Rundle Mall Plaza, 50 Rundle Mall Adelaide SA 5000 or via email at admin@discoveryparks.com.au.
- f. We operate in some of Australia's most sacred places, which is why we are committed to leaving the environment as untouched as possible. When visiting one of these sites, we ask that you leave only footprints - taking all waste and belongings with you when you leave. Thank you for working with us to preserve these natural wonders for the generations to come.