

## DeCYPHER GAMES Terms and Conditions

DeCYPHER GAMES accepts your booking subject to the following **terms and conditions**.

Please ensure you have carefully read and understand these terms prior to confirming your booking.

### 1. General Information

All bookings must be confirmed and paid for no later than 48 hours BEFORE the commencement of your game.

The cost of the game (the “game fee”) is to be paid at the time of booking. Gift vouchers are not redeemable for cash and must be used prior to the expiry date. “The game” refers to the entire time that you are participating in a deCYPHER GAMES event from the moment you arrive at the meeting location to the moment you leave the final venue.

Age and driver’s licence restrictions are as follows:

- Participants **accompanied by a parent or legal guardian** must be aged **15 years or older**.
- Participants **not accompanied** by a parent or legal guardian must be aged **18 years or older**.
- Participants who **will be driving during the game** must be aged **18 years or older** AND **have as a minimum their P2 licence (green P’s)**.

### 2. Cancellation Policy

Cancellations will result in the following:

- More than 5 days notice: Full refund of the game fee
- Less than 5 days notice and more than 3 days notice: 50% refund of the game fee
- Less than 3 days notice: No refund

No refunds are payable to persons booking with a gift voucher.

Games will run in all weather conditions, except for extreme or dangerous conditions. Where a game is unable to run, DeCYPHER GAMES will notify you as soon as reasonably practicable and other arrangements will be made to the satisfaction of both parties.

If, for any reason, a game is cancelled by the company, and is not able to be rescheduled, you will be reimbursed the game fee.

### **3. Conduct**

The game will involve some or all of the following:

- Activities in public outdoor spaces
- Activities in privately owned outdoor spaces
- Entry into and activities in privately owned indoor premises
- Travel between various locations

You acknowledge that you will subject to the rules and regulations of these premises upon entry and you are solely responsible for safe, considerate, and responsible behaviour at all time. DeCYPHER GAMES accepts no responsibility for the actions of third parties throughout the game. You also acknowledge that a third party staff member, security or law enforcement agency may remove you from premises if you display behaviour deemed inappropriate by the third party.

You acknowledge that if, on the assessment of deCYPHER GAMES staff, your conduct is offensive, disruptive, threatening or generally unacceptable towards other participants, staff, or members of the public, you will be expelled from the game and will forfeit the game Fee. You acknowledge that DeCYPHER GAMES will expel any participant from the game who, on the assessment of staff, is under the influence of illegal drugs of any kind. Any person who is expelled from the game on this basis will forfeit the game Fee.

You acknowledge that failure to leave the game following expulsion may result in game operators obtaining assistance from NSW Police or other security personnel. DeCYPHER GAMES accepts no liability whatsoever for any costs incurred as a result.

You acknowledge that you are bound by all Commonwealth and New South Wales laws while you are participating in the game.

### **4. Comfort and Safety**

Your game will involve some or all of the following: lifting objects, lifting heavy objects, walking and/or running in parks/recreational areas/playgrounds/car parks/trails and sidewalks/private property, travelling up and down stairs, boarding public transport, driving a car, stepping onto or climbing over obstacles, crossing busy intersections, and you may be required to walk over uneven ground around other reasonable pedestrian obstacles (“the activities”).

Due to the nature and extent of the activities, you warrant that:

- a. You are physically and mentally able to undertake the activities;
- b. You have no pre-existing condition that may be affected by the activities; and
- c. You have adequate and appropriate footwear and clothing for the activities.

You understand and agree to accept full responsibility for your own safety and wellbeing during the game. This includes paying due care and attention to traffic, pedestrians and other potential obstacles and dangers.

DeCYPHER GAMES accepts no liability whatsoever for any loss or injury incurred as a result of participation in the game to the extent permitted by law. In the event that any statute prevents liability being excluded or modified then this clause shall be interpreted as applying only to such liability that can be excluded or modified by agreement between the parties.

DeCYPHER GAMES accepts no liability for any loss or damage to your personal property while participating in the game, including but not limited to valuables, personal belongings, photographic equipment or clothing.

## **5. Indemnity**

You agree to indemnify DeCYPHER GAMES from and against any claim by a third party for loss or damage (and the legal costs incurred in defending the same) arising out of your conduct while participating in the game, or due to any breach of these Terms and Conditions. Any loss or damage to third party property is solely your responsibility.

## **6. Evidential documentation**

You agree that you must provide photo identification for participation in a deCYPHER GAMES game day. If you are not able to provide photo identification, a suitable alternative may be agreed upon at the discretion of the company.

## **7. Video and Photography**

You agree that photos and video may be captured during the day by deCYPHER GAMES staff and may be used in advertising material and on social media. Participants may not take photos or video footage during deCYPHER GAMES activities. Participants may not photograph or video deCYPHER GAMES props, puzzles, or equipment.