

# **General Terms and Conditions**

The General Terms and Conditions (hereinafter Terms) set out the terms and conditions on which Amaze Escape Events V.O.F (hereinafter Amaze) provides services to you, which will govern your conduct as a client, apply to your booking, any exchange of information between you and Amaze, and your visit and use of the services at the Amaze office. Please read the Terms and Conditions carefully before completing your booking. Completing the booking indicates that you accept the Terms. If you do not accept the Terms, do not complete the booking. You can download the present Terms here.

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## Service Provider Information

Name: Amaze Escape Events

Address: Binckhorstlaan 135, 2516BA, Den Haag

Email: [info@amaze-escape.com](mailto:info@amaze-escape.com)

Telephone number: +31 6 38 328 536

KVK number: 57966184

Dutch Tax number: 8528.13.430.B.01

EU-Tax number: NL 852813430B01

Bank: NL10ABNA0538138629 BIC: ABNANL2A

Web-address: [www.amaze-escape.com](http://www.amaze-escape.com)

## Acceptance of the Terms

1. By booking any services at Amaze you indicate that you accept the Terms.
2. If you do not accept the Terms, you cannot use the services of Amaze.
3. The person making a booking accepts the General Terms and Conditions on behalf of the entire group that will join him/her at Amaze, thus the Terms apply for every member of the group who use the services of Amaze.

## Definitions

1. "Client": any person or entity who enters the Amaze website and books our services.
2. "You"; "Your"; "Participant" means the client.
3. "We"; "Us"; "Our": as used in the present Terms and Conditions "we", "us", "our", Amaze or Amaze Escape Events denotes Amaze Escape Evens V.O.F and [www.amaze-escape.com](http://www.amaze-escape.com); Amaze office denotes our registered offices at Binckhorstlaan 135, 2516 BA, Den Haag.
4. "Parties": the client and Amaze are collectively referred to as the "parties"
5. "Service"; "Services": any and all services offered by us on the [www.amaze-escape.com](http://www.amaze-escape.com) website and at our physical location at the Amaze office.
6. "Game": refers to the live escape games owned and operated by Amaze.
7. "Agreement"; "Terms": refer to the present Terms and Conditions.
8. For the purposes of the Terms and Conditions, we shall use Amaze Escape Events V.O.F. to refer to both Amaze Escape Events V.O.F and [www.amaze-escape.com](http://www.amaze-escape.com) and any and all domains owned by

Amaze.

## **Revision of Terms**

1. Amaze may revise the Terms at any time by updating this document.
2. All modified Terms and Conditions shall take effect immediately after having been posted on the Amaze booking surface.
3. You acknowledge and agree that Amaze has the sole discretion to set forth and post additional terms and conditions for your use of the services. You agree that those additional terms and conditions shall be considered an effective amendment to these Terms and said Terms and Conditions shall be incorporated herein. Furthermore, you expressly agree that if there is any conflict between those additional terms and conditions and the present Terms set forth herein shall take primacy.
4. Any rights not expressly granted in the present Terms are reserved.

## **Product Information and Warranties – Changes in the service**

1. The service will be provided with care and due diligence, in a professional manner and in accordance with the Terms and Conditions. Amaze has made a conscientious effort to display and describe its services on the website accurately. Amaze is constantly improving its information, products and services. Consequently, Amaze cannot and does not guarantee the accuracy or completeness of the information, including prices, specifications, availability and services.
2. You acknowledge and agree that the form and nature of the services, which Amaze provides may change without prior notice to you.
3. Amaze reserves the right to modify or discontinue the service with or without notice to you or other clients.
4. Amaze shall not be liable to clients or any third party should Amaze exercise its right to modify or discontinue the service

## **The Services**

1. Amaze Escape Events V.O.F is a creative company that provides an interactive entertainment service meaning that the clients are active participants of the service.
2. Amaze provides the following services:
  - a. Organizes live room escape games

- b. Organizes quiz games
  - c. Offers events spaces
  - d. Provides catering at its location through 3<sup>rd</sup> party catering companies.
1. Live room escape games: The active service takes 60 minutes, in which the participants are locked into a room from which they have to escape within the set time. Live room escape games are ideal for teambuilding events as excellent teamwork, good communication, coordination and creative thinking are necessary to master the game and complete the mission in time. Our rooms are creatively designed with keys, codes and puzzles hidden around the room, which the participant have to find and use in order to escape. The participants are locked in the room and have exactly 60 minutes to solve all the codes and escape. If the participants cannot escape within the set time the doors are opened from the outside. The entire game is monitored, thus it can be stopped at any time if the participants require this. Other than monitoring the game from the outside, there is no other involvement and the participants are only with their own team-members in the room. As the game involves searching the room, removing some decoration and checking items there is a minimum risk of injury that cannot be excluded. Clients agree to participate in the services offered by Amaze on their own responsibility and release Amaze, its employees and any party acting on behalf of Amaze of any liability as detailed in the section: ***Limitation of Liability***.
  3. Quiz: Amaze also provides a quiz game if requested by the clients. The quiz game involves 1 Quizmaster, 6 exciting topics and 24 brain-teasing questions. The activity takes approximately 60 minutes.
  4. Event Spaces: Amaze can provide event spaces if the client requires a location for an additional activity (team-meeting, workshop, etc).
  5. Catering: Amaze can arrange a wide range of catering through it's catering partners at the Amaze offices or at the locations of the catering partners.

## **Pricing**

1. The prices displayed on the Amaze website, and/or sent by Amaze or its agents in official offers are gross prices including the applicable VAT.

## **Cancellation Policy**

1. The cancellation of 1 room is free of charge 48 hours before the reservation starts.
2. The cancellation of 2 or more rooms is free of charge 7 days before the reservations' date.
  - a. Amaze charges 60 EUR/room for cancelling a reservation outside the free periods.
  - b. Amaze charges 60 EUR/room for a "no show".
3. Cancelling a reservation is only possible via email to info@amaze-escape.com with the following information: Name, exact date and time of the reservation(s), room name.

## **Payment**

1. Payment is possible via:
  - a. Online Banktransfer
  - b. Bankcard (Maestro, Visa Electron, MASTERCARD, VISA) on location
  - c. Cash on location

## **Limitation of Liability**

1. As Amaze is not directly involved in the game while the participants are in the rooms, clients participate in the services offered by Amaze on their own responsibility.
2. Amaze has no direct control and shall not be liable for any direct, indirect, incidental, special, or consequential damages, personal injuries or property loss arising from or in any way connected to participating in or using the services and/or facilities of Amaze.
3. You release Amaze, its employees or any person acting on behalf of Amaze from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the abovementioned. This further includes reasonable attorneys' fees, made by any third party due to or arising out of your negligence, breach of these Terms, or violation of any law or the rights of a third party.
4. The client does hereby further agree to abide by all the conditions, instructions and rules that are presented by Amaze or its agents.

## **Complaint Management and Problem Resolution**

1. Amaze is dedicated to effective and prompt complaint

management, problem resolution and the analysis and mitigation of the root causes of complaints. A complaint or a dispute between you and Amaze has to be expressed by sending an e-mail to [info@amaze-escape.com](mailto:info@amaze-escape.com). Amaze is committed to provide an answer in 30 calendar days. Amaze will attempt to resolve any disputes you have with us, operators.

## **Copyright, Protection of Intellectual Property Content**

1. You are permitted to view, print and download extracts from Amaze website for your own use on the basis that:
  - a. No documents or related graphics on the website are modified in any way;
  - b. No graphics on the website are used separately from the corresponding text; and
  - c. Our copyright notices and this permission notice appear in all copies.
2. You are not permitted to copy or reproduce any of the escape game elements, names and/or designs of Amaze.
3. Unless otherwise provided, the copyright and other intellectual property rights in all material on the website (including, but without being limited to, photographs and graphical images) and all material presented at the Amaze physical location are owned by Amaze.
4. Save as agreed otherwise, any use of extracts from the website or the Amaze escape games other than in accordance with point 1 of the ***Copyright, Protection of Intellectual Property*** Content section. is prohibited, and in case you breach point 1 of the ***Copyright, Protection of Intellectual Property*** Content section, your permission to use the website or any services of Amaze automatically terminates and you are obliged to immediately destroy any downloaded or printed extracts from the website or the Amaze escape games. Subject to point 1 of the ***Copyright, Protection of Intellectual Property*** Content section, no part of the website or the Amaze escape games may be reproduced or stored on any other website or included in any public or private electronic retrieval system or service without our prior written permission
5. The Amaze website contains text, trademarks, trade names, trade dress, copyrighted material, service marks, domain names, inventions, know-how, potential patentable business method material, design logos, phrases, names, logos, code, software, programs, routines, libraries, tools, as developed and operated by

Amaze as well as all developments, modifications and enhancements of the same and any documentation (user guides, descriptions, manuals, presentation and any other kind of document and under any form) relating thereto, or other indication of ownership which, unless otherwise indicated and/or provided pursuant to a third party license, are Amaze's sole property and Amaze retains all appurtenant rights, interests and title thereto and are protected by international copyright laws. The Amaze intellectual property rights cover (without limitation) all copyrights, moral rights, patents, trademarks, trade secrets and design rights and any other intellectual property rights, whether registered or unregistered.

6. The compilation (meaning the collection, arrangement, and assembly) of all content on this website is the exclusive property of Amaze and is protected by international copyright laws. Amaze also claims ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance" and "graphic function" of this website including but not limited to its color combinations, layouts and designs.
7. Amaze grants you permission to view and use content and software made available to you on the website in connection with your use of the website. Any other use, including the reproduction, modification, distribution, sale, transmission, republication, display, or performance, of the content and software of this website or the use of it in any other way for public or commercial purpose is strictly prohibited.
8. You shall not use or register any domain name that is identical to or similar to any of these marks. You agree that you shall not acquire the word "Amaze Escape Events" or may be confused with it on Google AdWords or any similar Internet advertising service.
9. You shall not use, register or name any escape games that are identical to or similar to or may be confused with any of the escape games owned by Amaze, and which may be confusing for clients.
10. All other trademarks, service marks and copyrights are held by their rightful owners.

## **Confidentiality/Non-Disclosure**

1. During the use of the services, Amaze may disclose to you, or you may otherwise learn of or discover, Amaze's documents, business practices, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies,

processes, procedures, methods and applications, or other aspects of Amaze's business.

2. You hereby agree and acknowledge that any and all of this information is confidential and shall be Amaze's sole and exclusive intellectual property and proprietary information.
3. You agree to use Amaze's information only for the specific purposes as allowed by the performance of these Terms and Conditions.
4. Any disclosure of our information to a third party (specifically including a direct competitor) is strictly prohibited and will be challenged in a court of law.
5. All obligations contained herein will survive the termination of these Terms.
6. Furthermore, you acknowledge that Amaze's information is proprietary, confidential and extremely valuable to Amaze, and that Amaze would be materially damaged by your disclosure of Amaze information.
7. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that Amaze shall be entitled to injunctive relief in relation to the breach or the threatened breach, in addition to any other legal or equitable remedy and without the necessity of proving actual damages.

### **Information about you and your visits to the website**

1. Generally, you can visit Amaze's website without entering any personal information.
2. You are only required to provide contact information (name, email, telephone number) to complete a service booking or if you would like to send us an email through our webpage (name and email address necessary). Any information you provide in your bookings or email on [www.amaze-escape.com](http://www.amaze-escape.com) will be processed in accordance with our *Privacy Policy*. By booking our service you consent to such processing.

### **Record Keeping**

1. Amaze reserves the right to keep all records of any and all transactions and communications between you and Amaze for administrative purposes.

## Rejection of Service

1. Amaze reserves the right to refuse the service or cancel the booking of a client at any time and without prior notice.
2. Amaze may, at its sole discretion, immediately a client's booking if the client's conduct fails to respect and abide by this Agreement.
3. An event that may result in the refusal of service or booking cancellation can include but is not limited to: client conducts inappropriate communications with one of Amaze's employees, agents, affiliates or partners; behaves inappropriately any other way; the client is in no fit condition to participate in the service, i.e. is under the influence of some substance.

## Unsolicited Idea Submission

1. Amaze welcomes any comments, messages and feedback from users regarding the Amaze services, facilities and website. However, Amaze's policy does not allow Amaze to accept or consider ideas, suggestions, or proposals other than those Amaze specifically requests. The intent of this policy is to avoid the possibility of future misunderstandings when new functionalities and features developed internally by Amaze might be similar or even identical to your idea.
2. If you do send Amaze an unsolicited suggestion, idea, or proposal, or if you send, at the request of Amaze, a comment or suggestion to improve the Amaze services, facilities or website, You agree that:
  - a. your submissions and their contents will automatically become the property of Amaze without any compensation to you;
  - b. Amaze may use or redistribute the submissions and their contents for any purpose and in any way;
  - c. there is no obligation for Amaze to review the submission; and
  - d. there is no obligation to keep any submissions confidential.
3. By sending any how-to or product information or material, you grant Amaze an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute materials or information, and you represent and warrant that you own or otherwise control all of the rights to such information or materials and that Amaze is free to use ideas, concepts, know-how or techniques that you send us for any purpose. We will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless we obtain your

permission to use your name or we are required to do so by law.

## **Links to and from Other Websites**

1. The Amaze website may contain links to other websites so that you may learn more about other matters that Amaze feels may be of interest to you.
2. If you use these links, you leave the website. The inclusion of any such link does not imply endorsement by Amaze of such website or any association with its operators. While Amaze will make commercially reasonable efforts to ensure that these websites will meet your approval, Amaze does not have control over, and is in no manner responsible or liable for the availability and content of the websites to which the Amaze website is linked.
3. Amaze makes no representations whatsoever about any other website (including, but not limited to, the material found there or any consequences of using them) you may access through Amaze's website.
4. Any concerns regarding any product or service offered by a website to which the Amaze's website is linked or the link itself should be directed to the operator of that specific website and not to Amaze.
5. If you decide to access any of the third party websites linked to the Amaze website, you do so entirely at your own risk.
6. If you would like to link to the Amaze website, you may only do so on the basis that you link to, but do not replicate, the website, and subject to the following conditions:
  - a. You do not remove, distort or otherwise alter the size or appearance of any logos used by us on the website;
  - b. You do not create a frame or any other browser or border environment around the website;
  - c. You do not in any way imply that we are endorsing any products or services other than our own;
  - d. You do not misrepresent your relationship with us nor present any other false information about it;
  - e. You do not otherwise use any trademarks owned by Amaze (whether these are registered or unregistered) which are displayed on the website without our prior and express written permission; and
  - f. Your website does not contain content that we, in our sole discretion, consider to be distasteful, offensive or controversial, in infringement of any intellectual property rights or other rights of any other person or which does not otherwise comply with all applicable laws and regulations.

7. We expressly reserve the right to revoke the rights granted in point 6 of the *Links to and from Other Websites* section, for breach of the Terms and to take any action that we deem appropriate.
8. You shall fully compensate us for any loss or damage that we may suffer for breach of point 6 of the *Links to and from Other Websites* section.

## Messages and Marketing

1. You authorize Amaze to send, by e-mail or by any other way, any advertising communication or any other kind of marketing and commercial information in relation to Amaze to the e-mail addresses and other contact details as communicated to Amaze.
2. Either party may publicly use and make reference to the other party's name and trademarks and the existence of their contractual relationship, for any commercial purpose and in any publication, unless the other party instructs otherwise in writing within 5 days from its approval of the present Terms.

## Disclaimer

1. You assume all responsibility and risk for the use of this website, booking interface and our services.
2. This website is and our services are provided by Amaze on an "as is" basis. Amaze and its subsidiaries make no representations or warranties of any kind, express or implied, as to the operation of this website or the information, content, materials, or services included on this website.
3. To the full extent permissible by applicable law, Amaze and its subsidiaries disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement of intellectual property rights or other proprietary rights, and freedom from errors, viruses, bugs, or other harmful components.
4. Amaze and its subsidiaries will not be liable for any damages of any kind incurred by any person or entity arising from the use of this website and/or our services, including, but not limited to, direct, indirect, special, incidental, consequential loss or damages, or damages resulting from loss of use, data, business, goodwill, revenue, profits, contracts, anticipated savings, wasted management or office time, or business interruption arising out of or in any way connected with the use of this website, any delays on the website, or the inability to use the website, any portion thereof,

or any hyperlinked website, whether based on contract, tort, negligence, breach of contract, strict liability or otherwise, even if Amaze or any of its subsidiaries have been advised of the possibility of such damages.

## Miscellaneous

1. You warrant that it is legal for you to view the website in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using its contents.
2. These Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Terms by express terms.
3. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of these Terms as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law.
4. If any provision of the Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The remainder of the Terms shall be construed as if such invalid or unenforceable provision had never been a part of the Terms but in a manner so as to carry out as nearly as possible the parties' original intent.
5. The failure by either party to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions.
6. You agree that if Amaze does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Amaze has the benefit of under any applicable law), this will not be taken to be a formal waiver of Amaze's rights and that those rights or remedies will still be available to Amaze.
7. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of these Terms. The section headings used herein are for convenience only and shall not be given any legal import.
8. The Terms constitute the entire agreement between you and Amaze as to your use of the website and shall supersede any prior agreement or representation in respect thereof.

9. The Terms supersede and merge all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to these Terms. These Terms may not be modified or altered except by written document duly executed by both parties.
10. Any and all notices to be given by either party to the other pursuant to or in connection with the Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at any e-mail address or facsimile number you have given us or to us at the e-mail address displayed in the ***Service Provider Information*** section of these Terms.
11. You acknowledge and agree that each member of the group of companies of which Amaze is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.
12. The present Terms are concluded for an indefinite term. Upon termination thereof for whatever reason, you are to return all documentation, confidential or proprietary information and materials and any copies of thereof in your possession or delete any copies of the same held electronically.
13. We reserve the right to amend the present agreement at any time. In case of any changes to the agreement, the new agreement will be posted on our booking surface.

