

1. Business terms and conditions

1.1 BrainFAQ Brno The Heritage room escape game is operated by Barbora Urbanová residing at 2544/8, 616 00 Brno, Czech republic, IČ: 03330150, registered by the city office Vyškov (“**The Heritage Operator**”). All related contractual relations are being governed by the General Business Terms and Conditions (the „**Terms and Conditions**“) and the applicable laws of the Czech Republic. Any eventual disputes shall be settled by the relevant courts of the Czech Republic.

1.2 BrainFAQ Brno The Cuckoo’s Nest room escape game is operated by Martin Urban residing at Voroněžská 2544/8, 616 00 Brno, Czech republic, IČ: 05861896, registered by the city office Brno (“**The Cuckoo’s Nest Operator**”). All related contractual relations are being governed by the General Business Terms and Conditions (the „**Terms and Conditions**“) and the applicable laws of the Czech Republic. Any eventual disputes shall be settled by the relevant courts of the Czech Republic.

1.3 The Heritage Operator and The Cuckoo’s Nest operator (“**Operators**”) are presenting themselves together as a BrainFAQ brand and this Terms and Conditions are valid in both facilities.

1.4 Operators reserve their right to update/amend the actual version of the Terms and Conditions by disclosing of the actual Terms and Conditions on the website of the Operators www.brainfaq.cz.

2. Safety rules

2.1 The essential condition of the admission to the escape game operated by Operators is the observation of all safety and operation rules by any and all participants who enters into the contractual relationship with the Operators on the basis of a respective contract concluded with the Operators (“**The Participant**“). The Participant hereby agrees that if he/she will not obey and follow safety and operation rules and instructions given to him/her by the escape room gamemasters when admitted to any of the escape game, such participant may be excluded from the game with no refund claim.

2.2 Prior admission to escape game, each participant shall sign the declaration confirming that he/she has been informed of such safety and operation rules and undertakes to observe them. Without signing of such declaration, such participant shall not be allowed to participate in the escape game (with no refund claim).

2.3 Each Participant participates in the game at his/her own risk and responsibility.

2.4 The escape games operated by the Operators include suspenseful and thrill oriented situations. This is all a part of the narrative and the audience will not be in actual danger at any time. The audience experience is monitored by trained staff, via audio and video surveillance.

2.5 We kindly ask cardiacs or otherwise disabled persons to consider their participation in the game regarding all health conditions. They participate in the game at their own risk and responsibility.

2.6 Anyone that is being disruptive or acting in any way that compromises the experience of other participants will be asked to leave with no refund claim. Also,

anyone that intentionally damages the set and/or props will be asked to leave with no refund claim. The Operators assume regular wear and tear.

2.7 Anyone visibly intoxicated or under the influence of drugs/alcohol or other similar substances will not be admitted. Furthermore, the Operators reserve the right to deny an admission to anyone who might not be eligible to participate in the escape game due to health/safety/operational reasons (decided upon the sole discretion of the gamemasters and/or management).

2.8 Participants are not allowed to enter into the premises of the Operators with any dangerous weapons such knives, guns or any other items/devices that can endanger any other participants during the escape game. No smoking allowed in any of the premises operated by the Operators. The participant may be requested to present the content of his/her belongings in order to check whether there is no dangerous items that could possibly endanger the safety and health of the Operator's employees and/or other participants of the escape game.

2.9 Each participant is requested to leave his/her own personal belongings in the safety boxes situated at the reception or take them into the game with them. The Operators do not assume any liability for the personal belongings and items left anywhere at the premises but not in the safety boxes.

2.10 Technologies emitting magnetic or electromagnetic fields are being used in the room escape games. Participants using pacemakers or similar devices can ask gamemasters for further information about places to avoid in the game. The Operators are not responsible for any medical issues caused by underestimating the risk of magnetic fields for each Participant.

3. Business conditions

3.1 All sales are final. The specific final price of the respective game is displayed either in the reservation system on the website of the Operators or in any of game centres of Operators. Should the Participant reserve the respective game in the selected time slot/selected game centre and subsequently based on the decision of the participant there will be a change of the selected time slot for the game/selected game and as the consequence of such change made by the participant the final price for the respective game shall be lower than the price actually paid earlier by the participant, the positive balance in prices shall remain to the Operators and such positive balance shall not be returned to the participant.

Should the participant reserve the respective game in the selected time slot/selected game centre and subsequently based on the decision of the participant there will be a change of the selected time slot for the game/selected game and as the consequence of such change made by the Participant the final price for the respective game shall be higher than the price actually paid earlier by the participant, the participant is obliged to pay the negative balance in prices to the Operators.

3.2 Weekly schedules may vary and unsold shows may be cancelled at the discretion of the management of the Operators.

3.3 Groups tickets and special teambuilding packages are available upon request and group and/or teambuilding rates vary. For further information about the groups tickets and teambuilding packages, please contact the Operators either on the email: info@brainfaq.cz or via phone: +420 776 373 813.

3.4 The Participant is requested to meet at the location and the time that shall be sent by the Operators in the confirmation e-mail. Please note that the location of the individual escape games may differ.

3.5 Any late admission (more than 5 minutes after the scheduled appointment) is not allowed. In case the participant arrives later than 15 minutes from his/her scheduled appointment, the time prescribed for the duration of the respective game shall start running irrespective of the Participant's absence with no refund claim. If Participants are late, they may be admitted to the game with a subsequent group based upon availability and at the discretion of the gamemasters/management of the Operators.

3.6 Participants under the age of 15 will only be admitted with a parent or legal guardian.

3.7 The Operators reserve the right to cancel any reservation with the full refund of the price ticket paid by the participant.

4. Photos, videos & disclosure policy

4.1 Any photography and video recording during the game or in the premises of the Operators is strictly forbidden. Violation of this rule is subject of a 5000 CZK fine and will result in immediate termination of the game with no refund claim. The gamemasters will gladly take pictures of the participants after the game.

4.2 We kindly ask the Participants to not tell/spread to people any of the details/rumours of the experience. We don't want to ruin it for anyone who might come at some point.

5. Gift vouchers

5.1 The gift certificates (vouchers) BrainFAQ issued by the Operators are considered to be gift certificates as set out in provision § 1939 of the Act No. 89/2012 Coll., the New Civil Code, as amended („**NCC**“). By presenting of the gift certificate by the holder to a corresponding BrainFAQ game, the holder of the gift certificate is authorised to attend one escape game with up to six selected persons (gift certificate holder included).

5.2 Unless stated otherwise in the gift certificate, the expiration date of the gift certificate BrainFAQ shall occur after six (6 months) following the date of issue of the respective gift certificate.

5.3 The prices of the gift certificates issued by the individual BrainFAQ centres may differ in time. Therefore, should the price of the purchase gift certificate exceeds the price of the selected escape game, the potential difference shall not be returned to the gift certificate holder. On the other hand, should the price of selected escape game exceeds the price of the gift certificate, the gift certificate holder shall be asked to settle the difference.

5.4 Based on the fact that the Operators distributes the gift certificates also by means of third party distributors (e.g. Zázitky.cz s.r.o.), the scope of services to be provided by the Operators based on the presentation of such gift certificate distributed by the third parties may differ from the scope of services and guaranteed by the Operators on the basis of this Terms & Conditions. Should there be any

difference in the scope and terms & conditions of the gift certificate, the terms & conditions set out on the gift certificate distributed by the third parties shall prevail.

5.5 The gift certificate cannot be combined with any other discounts or special actions announced by the Operators or individually offered by the respective BrainFAQ branches.

6. Liability limitations

6.1 All materials and services available on the website of the Operators shall be provided as is without any warranties of completeness or timely nature as well as without other express or implied guarantees. The access to the website of the Operators as well as the use of its services and materials shall be carried out only at the Participant's risk.

6.2 When providing its services, the Operators shall use its best efforts to satisfy the expectations and wishes of its clients. However, the Operators may not be liable for the delay or failure to provide its services and perform its contractual obligations due to occurrence of an event of "force majeure" that the Operators could not reasonably have foreseen and/or could not reasonably have been able to prevent, including, without limitation, floods, fire, natural disasters, strikes, war conflicts, terrorist attacks, uprisings, air crashes, etc.

6.3 The Operators shall not be liable for any errors, misprints, or inaccuracies that may be detected in the materials contained on the website. The Operators shall not be liable for any delays or failures in the course of operations of its website caused by force majeure circumstances, as well as for any failures of telecommunication, computer, electrical, or other adjacent systems.

6.4 The website of the Operators contains a number of links to resources located on third party sites. These links shall be used for the convenience of its users only and shall not indicate the agreement of the Operators with the content of such third party sites. Moreover, the Operators shall not be liable for the availability and content of such sites. This provision applies to all links available on the website, as well as to the materials available through banners and links on the website.

6.5 The website of the Operators may use identification files (cookies) for the storage of the users' personal and general information. Cookies are small text files that may be used by an Internet site for the recognition of returning visitors, simplification of access and use of the website, as well as for the monitoring of the users' request and collection of general information for the improvement of contents. By completing the reservation procedure the participant shall give his or her consent for the use of cookies on the website.

6.6 The Operators are not liable for any damage, losses, or costs (actual or possible) that may occur in relation with the use of its website, or impossibility to use it.

6.7 In any circumstances the liability of the Operators to the respective participant shall be limited to the amount or remuneration paid by the Participant to the Operators in connection with the use of its services.

7. Administration of personal data

7.1 The personal information and data about the Participants of the Operators as recorded during the reservation process are being administered and deposited strictly in accordance with the applicable laws of the Czech Republic, namely Act No. 101/2000 Coll., as amended (“Act”). All such personal information acquired from the Participants shall be used solely for the purposes of the Operators and shall not be, under any circumstances handed over to any third party. Without the explicit consent of the Participants provided thereto, the Operators use the personal information only and to the extent possible under the Act, namely § 5 section 2 letter b) and § 5 section 6 of the Act.

8. Complaints order

8.1 In case the Operators do not fulfill objectives resulting from the order made by Participant regularly and on time, the Participant might want to use his/her right to complaint the services to the Operators. The complaint has to be declared in writing form (via e-mail at info@brainfaq.cz) without any unnecessary delay. In case the service didn't happen, than within 7 days from the day when the service should be provided.

8.2 The Operators commit themselves to accept the complaint within 7 workdays since delivery. The complaint will be decided without any unnecessary delay, with a limit of 30 days maximum since the complaint was accepted. This limit might be exceeded only with agreement of the Participant. After this period expires, the Participant has the right to withdraw from the contract or to get a discount from the service price.

9. Withdrawal from the contract

9.1 The Operators are enabled to withdraw from the contract in cases listed in this Terms & Conditions. The Operators are enabled to withdraw from the contract in case of the serious terms violation from the Participant. In this case the Operators keep full price already paid.

9.2 The Participant is enabled to withdraw from the contract in following cases:

9.2.1 in case of a serious terms violations from the Operators;

9.2.2 in cases listed in this Terms & Conditions.

9.2.3 The Participant, who is also a consumer, by §53 section 7 Act no. 40/1964 Coll. Civil Code as amended, has a right to withdraw from the contract without any reason or sanction in the limit of 14 days since delivery, in case the contract was agreed online. In case The Participant decides to use this right, he/she has to deliver the withdrawal to the Operators the 14th day since delivery at the latest.

9.3 Withdrawal from contract by any possible contestant has to be performed in writing and it is necessary to deliver it to the other contestants within 7 days since the fact that causes this decision appears.

9.4 With withdrawal from contract of any possible contestant, realized in consistence to this Terms & Conditions and all valid laws, the contract between all contestants comes to an end without any delay.

10. Business communication

10.1 The Participant agrees to receive information connected to the business of the Operators to his/her e-mail address.

11. Final propositions

11.1 The rights and obligations of both, Operators and Participant not explicitly modified with this Terms & Conditions follow the regular laws of the Czech republic.

11.2 This Terms & Conditions are valid since 1.4.2017.