



# MEGAZONE

## MEGAZONE TERMS & CONDITIONS -PLEASE READ THE FOLLOWING CAREFULLY

These Terms and conditions (Terms) govern the provision of services (Services) to you as a customer (You) of Laser Tag (the Centre).

1. These Terms shall be incorporated into, and will form part of the contract between us
2. You acknowledge that the Centre and its agents have not made any warranty, guarantee or representation in relation to the Services on which you have relied, apart from those, which You have expressly received in writing from the Centre.
3. The descriptions, illustrations and statements as to performance of the Services contained in catalogues, price lists and other advertising matter do not form part of these Terms.
4. Unless otherwise stated the price stated by the Centre in its price list or advertised price is inclusive of Goods and Services Tax (GST).
5. Save as otherwise provided in these Terms and to the maximum extent permitted by law, conditions, You hereby release the Centre from all liability and indemnify the Centre in respect of any claim, action or suit for loss or damage (including consequential loss or damage) for any reason whatsoever, including by reason of any act of negligence or omission by the Centre, its servants or agents.
6. The Australian Consumer Law (ACL) protects consumers by giving them certain rights relating to the purchase of goods and services.
  - a. If You are a 'consumer' as the term is defined in the ACL:
    - (a) The goods and services come with guarantees that cannot be excluded under the ACL;
    - (b) You are entitled to a replacement or refund for major failure and for compensation for other reasonably foreseeable loss or damage;
    - (c) You are entitled to have goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.
7. To the extent permitted by law, the Centre's liability for a breach of these terms, including for a breach of a condition or warranty implied by Pt 3-2 Div 1 of the Australian Consumer Law, is limited to:

In the case of goods, any one or more of the following:

  - (a) the replacement of the goods or the supply of equivalent goods;
  - (b) the repair of the goods;
  - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
  - (d) the payment of the cost of having the goods repaired; or;

In the case of services:

  - (a) the supplying of the services again; or
  - (b) the payment of the cost of having the services supplied again at the Centre's sole discretion.
8. To the extent permitted by law, the Centre will not be liable for any prospective profits, or special indirect or consequential damages, or any general loss or damage, or for any expense resulting from any claim.
9. No order or booking may be cancelled except with the Centre's consent in writing and on terms which will indemnify the Centre against all losses (including where fees have been incurred with third parties) resulting from such cancellation
10. Unless otherwise required by law, the Centre will not provide a refund if You change Your mind and decide not to proceed with the Services for which You have already paid.
11. No relaxation by the Centre of Your obligations under these Terms shall be regarded as a waiver of the Centre's right to enforce those obligations on a subsequent occasion.



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12. The Terms shall be construed according to the laws of the State of South Australia and the parties submit to the jurisdiction of the Courts of the State of South Australia.
13. To the extent possible, any part of this contract which is invalid or unenforceable may be severed without affecting any other part.
14. To comply with the Privacy Act 1988, You agree that the Centre may:
  - a. Check personal information about You with any credit provider pursuant to the Privacy Act 1988; and
  - b. Give information about You to a credit reporting agency (Section 18E(8)(C) Privacy Act 1988), but limited to the kinds of information described in that Act.
15. The Centre will handle any personal information You provide to it, in accordance with its privacy policy. The Centre's privacy policy details can be obtained from The Megazone website. <http://www.megazone.net.au>
16. You agree to be bound by the Centre's rules of conduct, namely:
  - PLAY RULES
  - No Running
  - No Climbing on Arena Fixtures
  - No Inappropriate Language
  - No Lying or Sitting on the Floor
  - No touching other Players or their equipment
17. You agree that the Centre will promote the following values, which You agree to respect as a player or participant:
  - PLAYER VALUES
  - Create Fun & Laughter
  - Play Fair and be a good sport
  - Create a safe & healthy environment - Respect the centre and its guests
  - Welcome and Encourage new players - Build Team Spirit.
18. All participants must be suitably attired and management may refuse admission to persons who are not wearing clothing which is suitable for the activity, including having fully enclosed footwear.
19. If You are under the age of 18 years, You should obtain the consent of a parent or legal guardian prior to participating in any activity conducted by the Centre, including in the provision of any Services.
20. All participants who elect to join the online ranking system (Planetzeon) acknowledge that their name, scores and playing history will be available for others to see (including on the internet) and You confirm that, if You elect to join the Planetzeon System, You consent to the publication of such information.
21. You acknowledge that by becoming a member of the Centre and/or by providing Your contact details to the Centre that You wish to receive marketing and promotional material from the Centre in any form, including electronically. You may unsubscribe from the receipt of such material at any time by electing to do so.
22. For safety reasons, all participants, who are to play or participate in any activity conducted by the Centre, must be at least 5 years of age. Any participant aged 4 years or under must be accompanied by an adult.
23. You confirm that You have read and understood the attached Terms of Participation (Waiver) and in particular You confirm that You have considered the risks associated with participating in any activity or the Services at the Centre.