

## **SmashLAB Pty Ltd Terms and Conditions for Karting & Laser Tag**

1. SmashLAB Pty Limited (ACN 627 892 291) (referred to in these Website Terms as "C1 Speed", "C1 Speed Indoor Karting", "C1 Speed Indoor Karting & Laser Tag", "SmashLAB", "SmashLAB Rage Room", "SplashLAB", "SplatterLAB", "we", "us", "our") owns and operates this website.
2. The Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law imply terms, conditions, consumer guarantees and warranties into some contracts for the supply of goods and services and prohibit the exclusion, restriction and modification of such terms ("Prescribed Terms").
3. Except as provided by the Prescribed Terms and as may be expressly set out in the Website Terms:
  - a) this website including all its pages and contents ("Website") and all goods and services are provided on an "as is" basis without any warranties or representations of any kind.
  - b) all statutory or implied conditions or warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.
  - c) C1 Speed, its directors, employees and beneficiaries will use reasonable endeavours to maintain the integrity of this Website however C1 Speed, its directors, employees and beneficiaries do not warrant or represent that your access to and use of the Website will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that this Website, its servers and any network connections are free of computer viruses and other harmful data, code, components or other material.
  - d) Without limitation C1 Speed, its directors, employees and beneficiaries are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations requested or to do so correctly, including but not limited to as a result of or in connection with:
    - i. any delay or failure in any transmission or communication facilities;
    - ii. any delay, failure or malfunction of the Website;
    - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
    - iv. . delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities;
    - v. computer viruses or other harmful data, code, components or other material; and/or
    - vi. any other event beyond the reasonable control of C1 Speed its directors, employees and beneficiaries.
  - e) C1 Speed, its directors, employees and beneficiaries, do not warrant or represent that they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the Website including but not limited to the payment facility, or that they will give notice of such access, use, modification or alteration.
  - f) C1 Speed, its directors, employees and beneficiaries, do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Website. The use of the Website and any C1 Speed services is at your own risk.

- g) If your use of the Website results in the need for servicing or replacing equipment or data, C1 Speed, its directors, employees and beneficiaries are not responsible for those costs.
4. To the fullest extent permitted by law:
- a) C1 Speed's liability under any of the Prescribed Terms is limited at C1 Speed's option to replacement, repair or re-supply of goods, re-supply of services, or to payment of the cost of the same; and
  - b) subject to clause (4)(a), C1 Speed, its directors, employees and beneficiaries shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect, incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with,
    - i. a breach of the Website Terms;
    - ii. any use or access of, or any inability to use or access, the Website or any services; or
    - iii. any goods or services provided via the Website.

You indemnify and keep indemnified C1 Speed, its directors, employees and beneficiaries against any loss, liability, damage, cost or expense arising directly or indirectly in connection with:

- a) your breach of these Website Terms;
- b) your use of or access to the Website;
- c) the use by you of any goods or services provided or booked via the Website;
- d) the purchase or attempted purchase of products or services available via the Website;
- e) your failure to comply with any laws, or;
- f) your infringement of the rights of any third party.

### **Kart Racing & Laser Tag**

5. Where you reserve and/or agree to use C1 Speed's services and equipment via the Website and/or use C1 Speeds services and equipment on any site or premises operated by it then you acknowledge the following risk warning and agree to the following terms:
- a) You engage in any recreational activity at your own risk. For the purpose of these terms "Kart Racing" means racing Go Karts at C1 Speed premises and is a recreational activity.
  - b) You acknowledge the risk warning set out in bold and capitals below and that the warning constitutes a risk warning pursuant to the Civil Liability Act 2002(NSW).
  - c) You acknowledge that you will observe the C1 Speed Rules (see below) and that you will conduct yourself in a safe and controlled manner at all times. Failure to do so may result in us deactivating any Go Kart operated by you while Kart Racing. No refund will be provided in such circumstances.
  - d) You must read all signs and follow all directions given by us, our employees or agents.
  - e) To the maximum extent permitted by law we exclude all liability to you, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, we limit our liability to you to the maximum extent that we are permitted by law to do so.

- f) You acknowledge that we provide "recreational services" as defined in the Competition and Consumer Act 2010 (Cth). To the maximum extent permitted by this Act, we exclude liability to you for:
- i. death;
  - ii. personal injury;
  - iii. the contraction, aggravation or acceleration of a disease; and
  - iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
    - (i) that is or may be harmful or disadvantageous to an individual or community; or
    - (ii) that may result in harm or disadvantage to an individual or community.

arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the services.

- g) All Go Karts and clothing provided to you for Kart Racing as part of the services provided by C1 Speed and remain our property and must not be resold, transferred or altered in any way.

These conditions, together with the risk warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services.

**RISK WARNING: RECREATIONAL ACTIVITIES (INCLUDING KART RACING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY OR LOSS MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS. PLEASE READ AND OBEY ALL SIGNS AND RULES.**

IF YOU BREACH ANY OF THE CONDITIONS OF ENTRY OR THE RULES C1 SPEED MAY STOP YOU FROM UNDERTAKING ANY KART RACING AND MAY REQUIRE YOU TO VACATE THE PREMISES ON WHICH THE KART RACING IS CONDUCTED.

### **General**

6. These Terms and Conditions and any agreement that you are required to sign or have acknowledged for you on entry to C1 Speed premises and/or prior to Kart Racing ("entry agreement") comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
7. In the event of a conflict between these terms and condition and the entry agreement the provisions of the entry agreement will prevail.
8. In the event of a conflict between any of the C1 Speed Rules as described in these terms and conditions and the Rules as displayed in C1 Speed premises ("the premises") where Kart Racing is conducted then the rules on display at the premises will prevail.
9. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia, and the courts authorised to hear appeals from those courts

## **C1 Speed Rules**

### **Preliminary:**

ALL RACERS MUST READ AND SIGN ALL REQUIRED DOCUMENTATION PROVIDED PRIOR TO ENTRY AND IF A MINOR AN ACCOMPANYING ADULT MUST READ AND SIGN ALL REQUIRED DOCUMENTAIN FOR THE CHILD.

RACERS MUST BE A MINIMUM OF 120 CM IN HEIGHT.

A HELMET AND HEADSOCK WILL BE PROVIDED TO EACH RACER.

LONG HAIR OR LOOSE CLOTHING MUST BE SECURED.

ALL RACERS MUST WEAR COVERED TOE FOOTWEAR.

### **Track Rules:**

HELMETS MUST BE WORN AT ALL TIMES WITH THE VISOR DOWN OR EYE PROTECTION.

SEATBELTS AND RESTRAINTS MUST BE WORN AS DIRECTED.

RACERS MUST REMAIN WITHIN THEIR KART AT ALL TIMES UNLESS OTHERWISE DIRECTED.

NO CONTACT OF ANY KIND WITH OTHER KARTS FOR ANY REASON.

NO BUMPING. NO BLOCKING. NO EXCEPTIONS.

DO NOT ACCELERATE INTO A TURN.

DRIVE SMOOTHLY AND PRECISELY.

SLOWER RACERS MUST LET FASTER RACERS PAST.

AVOID TRAFFIC CONGESTION. YOU ARE RACING FOR TIME NOT POSITION.

NO AGGRESSIVE OR RECKLESS DRIVING.

AVOID CONTACT WITH THE BARRIERS OR WALLS.

NO RUNNING

FOLLOW THE DIRECTIONS GIVEN BY C1 SPEED AT ALL TIMES WHEN ON THE TRACK.

**KNOW THE RULES. IT'S YOUR RESPONSIBILITY.**

## **RACE WITH CARE**

FAILURE TO OBSERVE THE RULES MAY RESULT IN THE IMMEDIATE SUSPENSION OR CANCELLATION OF YOUR ABILITY TO KART RACE AND REMOVAL FROM THE FACILITIES.

DELIBERATE OR ACCIDENTAL DAMAGE TO A GO KART WHILE RACING WILL RESULT IN IMMEDIATE CESSATION OF THE PRIVELIGE OF DRIVING AND REMOVAL FROM THE FACILITY. NO REFUND. NO CREDIT.

**END OF TERMS AND CONDITIONS FOR KARTING.**

## SmashLAB Pty Ltd Terms and Conditions for Rage Room

SmashLAB Pty Ltd ACN 627 892 291 provides the Smash Room object smash experience, website and its associated Services. The Company allows Users of its services to use the following Services: Use its website to access information and purchase tickets for admission to the SmashLAB Room and enter the SmashLAB Room and smash Stuff.

### **Risk Warning**

Recreational Activities, including the SmashLAB, involves a significant risk of physical harm or personal injury including but not limited to part/permanent disability or death to a User or Third Party. Entering and any participation of the SmashLAB Premises by a User or Third Party agrees to waive their right to sue the Company.

### **Important Terms**

#### **Key Definitions**

The following terms are used regularly throughout these Terms of Service and have a meaning (additional definitions are found in the General Conditions):

**Agreement** means these Terms of Service.

**Attire** means suitable clothing and attire to use the SmashLAB Room.

**Booking** means a booking to use the SmashLAB Room.

**Booking Fee** means the Fee for a Booking.

**SmashLAB Room** means the Smash Room operated by the company in which Users are allowed to smash Stuff.

**Company** means SmashLAB Pty Ltd ABN 68 627 892 291 or CAN 627 892 291.

**Content** means any written, video, audio or other material provided to a User, in which the Company holds Intellectual Property Rights.

**Fee** means any fee payable by a User for access to, or use of a Service.

**Apparatus** means any object used to smash Stuff, including without limitation, a baseball bat.

**Weapon** means any object used to smash Stuff, including without limitation, a baseball bat.

**Privacy Policy** means SmashLAB's privacy policy as updated from time-to-time.

**Representative** means an owner, employee, instructor, volunteer or other representative of the Company.

**Service** means any of the following where implied by context: Access to the information, tools and features available via the Site; Use of the SmashLAB Room; Providing the User with Stuff; and any other service provided by the Company to a User.

**Site** means the Company's website accessible

at <http://www.smashlab.com.au>, <http://www.smash.pictures> or any such other URL used by the Company from time-to-time.

**Stuff** means any objects or materials permitted by the Company to be broken in the SmashLAB Room.

**Third Party** means any person that is not a User.

**User** means any or other user of a Service including but not limited to the customer, patron or visitor.

## **Agreement**

This Agreement governs the use of the Site and Services by any User and limits the liability of the Company to any User. This Agreement has specific terms of use (in addition to the General Conditions) that apply to all Users. In addition to any other express or implied consents, by using the Site or any other Service, the User accepts and agrees to the terms of this Agreement.

The user acknowledges having read this Agreement and understands the terms contained within this Agreement.

## **Using the SmashLAB Room**

The User acknowledges that a risk of personal injury is inherent in the use of the SmashLAB Room. The Company takes reasonable steps to mitigate the risks and make the SmashLAB Room experience as safe as possible for each user. However, the User acknowledges that they use the SmashLAB Room at their own risk.

Only one User is permitted in the SmashLAB Room at a time.

In order to qualify to use the SmashLAB Room, a User must:

- Be over the age of 5;
- Be in good health;
- Have no outstanding or untreated injuries;
- Not be under the influence of any drugs;
- Not have excessively consumed alcohol;
- Dressed in suitable Attire; and
- Pay a Booking Fee for use of the SmashLAB Room.

A Booking Fee shall in default include:

The value of one unit of Stuff to be broken by a User in the SmashLAB Room during a Booking; and  
The use of any safety equipment or Apparatus provided by the Company for use by the User in the SmashLAB Room.

The Company may allow a User to supply their own Stuff subject to any pricing and additional terms the Company may set from time-to-time as:

Described on the Site; or

Determined by a Representative in their discretion.

The Company may charge the User an additional fee for any additional units of Stuff to be used during a Booking.

Any Stuff supplied by a User must be approved by a Representative prior to the User being allowed to use the Stuff in the SmashLAB Room.

The User may only break and/or smash Stuff within the SmashLAB Room, and must not:

Break and/or smash Stuff outside the SmashLAB Room;

Damage any window, door, wall, light, floor, door handle or any other furniture, fixture or fitting at the premises where the SmashLAB Room is located;

Damage anything a Representative specifically states is not Stuff;

Damage any camera equipment present in the SmashLAB Room;

Use an Apparatus in a threatening manner toward any person;

Deliberately break or damage any Apparatus or safety equipment provided by the Company. The Company may impose additional safety rules, and rules of conduct specific to a SmashLAB Room, and any Stuff from time-to-time, which shall apply to each User of a SmashLAB Room.

No User may use a SmashLAB Room until the User has completed a safety briefing as required by the Company.

A User must notify a Representative of any health condition that could reasonably affect their ability to safely use the SmashLAB Room.

The Representative may refuse a User Entry if they determine that the User may be unable to safely use the SmashLAB Room.

The Company may provide a User denied access to use the SmashLAB Room for health reasons and a refund at the Company's absolute discretion.

Every User must comply with any direction given by a Representative.

No User may enter the SmashLAB Room under the influence of drugs or any other substance that may affect the User's ability to safely use the SmashLAB Room.

A Representative may evict a User from a SmashLAB Room in the event that the User:

Has failed to follow the reasonable directions of the Representative; or

Presents a hazard to the safety and wellbeing of any person including themselves.

No Stuff whether broken or not may be removed from the SmashLAB Room, except for any unbroken Stuff the User may have brought with them.

The Company may monitor the SmashLAB Room to ensure the User's safety and compliance with this Agreement.

The Company will not use any footage recorded of the User in a manner inconsistent with the Privacy Policy, or otherwise without the User's consent.

### **Attire & Safety Equipment**

Each User that uses the SmashLAB Room must wear suitable clothing as directed by the Company, and in default a User's attire must cover the User's full body including:

A full-sleeve top that covers the User's arms to the wrist, and the torso up to the base of the User's neck;

Full length pants, dress or skirt;

Fully enclosed shoes.

A User must use the safety clothing and equipment provided by the Company, or such other safety equipment that the User supplies, subject to the approval of a Representative.

### **Bookings**

A User must make a Booking prior to using the SmashLAB Room either via the Site or such other method accepted by the Company from time-to-time.

A Booking Fee shall apply to each Booking and must be paid in advance at the time the Booking is made.

The Company will provide the User with a confirmation for each Booking. If a

User does not receive a Booking confirmation within 24 hours of making payment, the User should contact the company to ensure their Booking is confirmed.

Each User must arrive not less than 15 minutes prior to the scheduled commencement of their Booking in order to undertake a compulsory safety briefing and be fitted out in the safety equipment.

Each User must vacate the SmashLAB Room promptly at the scheduled end time for their Booking to allow the Company to reset the SmashLAB Room for the next user.

A User must provide not less than 24 hours' notice of cancellation if the User will be unable to attend their Booking.

The Company shall only provide a refund for Bookings that are cancelled in accordance with these Terms of Service and shall be determined by the Company at the companies absolute discretion.

### **Fees**

Fees and Pricing apply as advertised on the Site for the use of each Service, and the terms of those Fees are set out in the General Conditions.

A User shall pay any applicable Fees as directed by the Company, including via:

The Company's payment gateway on the Site;

At the Company's premises; or

Such other method as directed by the Company from time-to-time.

Notwithstanding any provision of this Agreement to the contrary, no refunds are offered except as required by law.

### **Cancellations, Rescheduling & No Show**

Fees are non-cancellable and/or non-refundable once paid, refunds are only available when required by law.

Rescheduling of an appointment is permitted up to 24 hours before the appointment start time at no extra cost.

A no show fee equal to the booking fee is applicable to all no show appointments.

### **User Terms of Use**

Each User agrees and accepts that:

The User is solely responsible for their use of the SmashLAB Room and each Service, and indemnifies the Company in the event that their use causes damage to property, personal injury, death, loss or harm whether direct or consequential to the User, the Company or any Third Party.

Under no circumstance will the Company be liable for any injury, illness, death or damage to property resulting from the Users use of a Service;



The User indemnifies the Company against all costs, claims damages and expenses for any personal injury, death or damage to property caused to the person or property of a Third Party as a result of the User's use of a Service;

The User shall replace or reimburse the Company the value of any Company property that the User damages or destroys that is not Stuff, including without limitation any Apparatus, safety equipment, camera, window, door, wall, light, floor, door handle or any other furniture, fixture or fitting;

The Company may send a User emails, text messages, and/or push notifications regarding the Services and the Company's business from time-to-time;

Any consent made by a User through the Site or via email is valid and binding unless and until revoked by the User, and the Company may rely on a consent made through the Site without any need to further verify the veracity of that consent;

The Site may be hosted on servers located outside Australia and may also use email servers located outside of Australia. Such services may host or transmit a User's Personal Information;

The User shall only use Content provided to them by the Company, for the purpose for which it was provided, and shall not otherwise infringe the Company's intellectual property rights by copying or distributing the Content without the consent of the Company.

### **Electronic Transactions**

The User agrees that when it provides any consent, authority or agreement through the Site it does so as an electronic transaction and warrants that such transaction shall be binding on the user and the company.

### **General**

Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

### **Age**

The Company may restrict access to the SmashLAB Room to people under the age of 18, unless the consent of a parent or guardian is provided.

### **Photos & Videos**

A Representative for the Company may take photos and/or videos during your booking and the photos and/or videos may be, but not limited to, uploaded to social media or used for advertising & promotion purposes.

### **Waiver**

No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

### **Governing Law**

This Agreement is governed by the laws of the state of New South Wales. Each of the parties hereby submits to the non-exclusive jurisdiction of courts within the state of New South Wales.

**END OF TERMS AND CONDITIONS FOR RAGE ROOM.**