

Using our website and playing our games requires acceptance of the following:

1. GENERAL

1.1 Nothing in these terms and conditions is intended to cause you any loss of rights or inconvenience.

1.2. The game is designed for a team of 2-6 people per room. You have the room to yourselves and are not joining a group.

1.3 The trademarks and logos displayed on the website are the property of Escape Factory BV. You are not permitted to use these without the prior written permission of Escape Factory BV and you accept that any such use may constitute an infringement of the relevant owner's rights.

1.4. These terms and conditions and any contract concluded incorporating these terms and conditions shall be governed by Dutch law and all disputes shall be submitted to the exclusive jurisdiction of the courts in The Netherlands.

1.5. All the terms of any contract are included or assigned to within these terms and conditions.

1.6. We may link to 3rd party websites and we cannot accept any responsibility for this and you use them at your own risk.

1.7. Escape Factory BV collects and stores your personal details without disclosing it to any 3rd party and is dedicated to ensure that the privacy of your personal information is protected.

1.7.1 If you would like your personal information to be removed from our database, please send an email to info@escapefactory.nl with this request and we will comply. This excludes businesses.

1.8. Due to the nature of the game no photos or recordings can be taken inside the room whatsoever. If employees suspect you are making photo's or recordings, you may be removed from the game or the game may be stopped without having the possibility to play again or to continue. No refund will be possible at that time.

1.9. Escape Factory BV expects our visitors and customers not to disclose any details of the game directly or indirectly to the public.

1.10. Escape Factory BV may contact you from time to time with the possibility to offer you special deals via email or phone.

1.10.1 If you would like your personal information to be removed from our database, please send an email to info@escapefactory.nl with this request and we will do the best we can to comply. This excludes businesses.

1.11. Escape Factory BV is entitled to charge the guests for any damage, which is intentional or caused by misuse of items.

1.12. While you are on our premises, you must follow our rules and regulations, adopt proper standards of behaviour, and cooperate with our employees at all times.

1.13. Escape Factory BV does not tolerate any kind of bullying or harassment towards its employees.

1.14 Photo's of your person may be taken after playing the escape room. Escape Factory BV may place these pictures on their website or on social media platforms. This allows you to download your picture. If you want your picture to be removed, please send an email to info@escapefactory.nl with this request and we will do the best we can to comply.

2. Escape Factory BV WEBSITE

2.1. The website www.escapefactory.nl is owned and operated by Escape Factory BV. The company holds the right to amend or vary these terms and conditions including any of the contents of the website from time to time at its sole discretion without prior notice.

2.2. The hereinafter terms apply to the use by any visitor of the Escape Factory BV website and should be read carefully before any use.

2.3. Escape Factory BV does its best to supply you with the most current and accurate information on its website.

2.4. Escape Factory BV website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website without the written permission of Escape Factory BV.

2.5. You are not permitted to link to or use all or any part of the Escape Factory BV website for any purpose which is fraudulent, unlawful, defamatory, harmful, obscene or objectionable.

2.6. You accept that the Internet is not fully secure. Escape Factory BV will take all appropriate steps to protect the security of any payment and debit / credit card information though Escape Factory BV shall not be liable for any damage that you may suffer as a result of the loss of confidentiality of any such information.

2.7. Escape Factory BV shall not be liable to any person for any direct or indirect, consequential or incidental damages, including (without limitation) lost profits or revenues, loss of opportunity, costs of replacement goods or services, loss or damage to data or business interruption, arising out of any use of the website.

3. BOOKINGS

3.1. The only language available for the conclusion of a booking contract online is Dutch.

3.2. Only person(s) who are at least 16 years of age are permitted to book a Game. Person(s) under the age of 18 do require permission from their legal supervisors.

3.3. It is your responsibility to check that any Games issued to you are accurate.

3.4. Any purchase of a Game is only valid when processed by Escape Factory BV.

3.5. We do not allow transfer of games to another party. You need to contact us under special circumstances.

3.6. Games may not be transferred or resold for commercial purposes or at a premium. If a Game is transferred or resold in breach of this condition, the bearer of the Game or the person claiming the right to attend the event will be refused admission to the game.

3.7. You are entirely responsible for entering your details correctly on the Online Booking Form. By submitting an Online Booking Form you warrant to Escape Factory BV that all details supplied by you are true and accurate.

3.8. You receive the confirmation of your booking via email only. Escape Factory BV will not send further confirmation via post or text message.

3.9. Online bookings can be made only a set number of days in advance. For more advanced booking, please contact Escape Factory BV via email or phone.

3.10 Cancellation policy

3.10.1 Individual bookings (1 room at a time)

When a single escape room has been booked, the following cancellation policy applies:

- a. When cancelling your escape room 1 months prior to the event date, there no cancellation fee to be paid and you can cancel free of charge.
- b. When cancelling your escape room between 1 month and 3 weeks prior to the event date, there is a cancellation fee to be paid of 25% of the total booked amount in EURO.
- c. When cancelling your escape room between 3 weeks and 2 weeks prior to the event date, there is cancellation fee to be paid of 50% of the total booked amount in EURO.
- d. When cancelling your escape room between 2 weeks and 1 week prior to the event date, there is cancellation fee to be paid of 75% of the total booked amount in EURO.
- e. When cancelling your escape room less than 7 days prior to the event date, there is cancellation fee to be paid of 100% of the total booked amount in EURO. This means your booking is non-refundable.
- f. You are allowed to move your booking free of charge, due to unforeseen and pressing circumstances, if the original event date is more than 48 hours away. The booking remains non-refundable after moving the event and cannot be cancelled without paying a cancellation fee of 100%.
- g. A booking becomes a no-show and entry will be declined if the team is late. Letting us know in advance you will be late does not change this. In such a situation the paid amount is not refundable and the booking is not changeable.
- h. When booking an escape room using discount vouchers, special offers or third party bookings are non-refundable.

3.10.2 Group bookings (2 rooms or more at a time)

When a 2 or more escape rooms have been booked, the following cancellation policy applies:

- a. When cancelling your escape rooms 3 months prior to the event date, there no cancellation fee to be paid and you can cancel free of charge.
- b. When cancelling your escape rooms between 3 months and 2 months prior to the event date, there is a cancellation fee to be paid of 15% of the total booked amount in EURO.
- c. When cancelling your escape rooms between 2 months and 1 month prior to the event date, there is a cancellation fee to be paid of 35% of the total booked amount in EURO.
- d. When cancelling your escape rooms between 1 month and 2 weeks prior to the event date, there is a cancellation fee to be paid of 60% of the total booked amount in EURO.
- e. When cancelling your escape rooms less than 14 days prior to the event date, there is cancellation fee to be paid of 100% of the total booked amount in EURO. This means your booking is non-refundable.
- f. A booking becomes a no-show and entry will be declined if the team is late. Letting us know in advance you will be late does not change this. In such a situation the paid amount is not refundable and the booking is not changeable.

3.10.3 For group bookings that include food and beverage packages, the following cancellation policies apply to these food and beverage packages:

- a. When cancelling between 30 to 15 days prior to the event date, there is a cancellation fee to be paid of 25% of the total booked amount in EURO.
- b. When cancelling between 14 to 8 days prior to the event date, there is a cancellation fee to be paid of 50% of the total booked amount in EURO.
- c. When cancelling between 7 to 4 days prior to the event date, there is a cancellation fee to be paid of 75% of the total booked amount in EURO.
- d. When cancelling between 3 days or less prior to the event date, there is a cancellation fee to be paid of 100% of the total booked amount in EURO.

For group reductions for food and beverage, the following policy applies:

- 1-3 days prior to the event: No reduction is accepted.
- 4-7 days prior to the event: 10% reduction free of charge, unless the minimum group size is reached.
- 8-14 days prior to the event: 25% reduction free of charge, unless the minimum group size is reached.
- 15-30 days prior to the event: 50% reduction free of charge, unless the minimum group size is reached.
- 31 days or more prior to the event date: 100% reduction free of charge.

3.10.5 For bookings concerning 'Dinnershows', or entertainment combined with admission fee the following applies: the booked event with time slot is non-refundable. If for whatever reason the event is moved, your ticket will remain valid for the new date. Refunds are not possible.

3.10.6 Force Majeure. Escape Factory BV is not liable for any delays or obstructions causing delay to your arrival whether caused by bad weather, strikes, protests, floods, traffic jams, civil unrest or any other reason. It is your sole responsibility to arrive on time according to your booking.

4. PRICE & PAYMENT

- 4.1. The price (with appropriate VAT) of a game per person or per room is stated on the Escape Factory BV website in the Escaperooms section.
- 4.2. The price is set according to the number of people in a room (2 – 6 persons) and to the day of the week.
- 4.3. Bookings can be made online on the Escape Factory BV website, via phone or email.
- 4.4. Payment using Ideal is accepted online. Payment using cash or PIN are accepted at our location.
- 4.5. Full payment is required at the time of booking.
- 4.6. Escape Factory is a live event so once the booking is confirmed refunds, cancellations or reschedules are not accepted.
- 4.7. If less people attend than are booked, the price difference will not be reimbursed.
- 4.8. If more people attend the game than are booked (up to 6 persons a room) the extra can be paid in cash or PIN upon arrival at the game.
- 4.9. Admin charges are payable for changes to bookings.
- 4.10. Payment by invoice after the event, is subject to €15,- administration fee.

5. CONTACT

If you need to contact Escape Factory BV you can do so using any of the following methods: –
email: info@escapefactory.nl – telephone: +31 202050970

6. SAFETY & ENJOYMENT

6.1. Each Escape Factory player will be instructed before their game by their assigned Game Master. After learning the rules of the game, each player will participate in the game at their own risk. Also, Escape Factory BV is not liable for any (personal or equipment) damages caused by game room (mis)use or not following the rules described before the game.

6.2. If you are late, the reservation becomes a no-show automatically and you won't be able to start your game. To re-book another slot must be of your own expenses and according to current availability.

6.3. People under influence of alcohol or on non-prescribed drugs might be turned away and the game becomes a no-show. We reserve the right to refuse entry to any person who is unfit, abusive or unsuitable in any way at the sole discretion of the owners and staff of Escape Factory BV.

6.4. Drinks and food may not be brought into the reception or Game Rooms. It is possible to order drinks and bites in the reception room/lounge.

6.5. To be admitted you must confirm the full name of the booker and might be asked to confirm phone number and email address as well as show ID and credit card.

6.6. For safety reasons, children under 7 years of age are not permitted to enter the reception or game rooms. Any children under 18 must be accompanied by at least one adult at all times.

6.7. Escape Factory BV has a lovely waiting area to accommodate early arrivals.

6.8 Escape Factory BV recommends customers to wear comfortable clothing for the game. We provide a safe place for valuables.

7. COPYRIGHT & CONFIDENTIALITY

7.1 All names, designs and slogans used on the website, in any marketing and at the premises are the copyright of Escape Factory BV and its owners. No use or reproduction of any kind is allowed.

7.2 All players at Escape Factory by making a booking agree to undertake not to discuss, divulge or circulate any information regarding the content of the games or any other proprietary information. By playing the games, all players agree not to pass on this information or they will render themselves liable to prosecution under breach of confidentiality rules.