



DSJ CORP PTY LTD (ABN 94 623 612 260) Trading as Albury Virtual Reality.  
Level 1, 486 Dean Street ALBURY NSW 2640

AVR Terms & Conditions, Safety rules & Requirements, waiver & release of liability.

## TERMS OF SERVICE

Please note, the following are AVR standard terms of service. Prior to using any AVR devices, you must carefully read the venue's safety terms and in doing so agree to AVR terms and conditions. These are in place to protect you, the public, prevent risk of personal injury, discomfort or property damage.

### **Refund & Cancellations**

We do not issue refunds for cancellations or change of mind. Rescheduling can only be done up to two weeks before a booking date, and will be subject to availability. We do not accept last minute rescheduling.

Bookings can only be refunded at the discretion of AVR Directors.

If it is your first time trying VR, and you find that the experience is making you feel unwell, and as a result, you have to quit the experience after only a few minutes, we will refund your money, offer a complimentary bottle of water & a chair to rest in until you feel ready to leave. Depending on how much time has passed in your experience, a part refund, or a refund fee may apply.

Please contact us if you are not satisfied with your purchase so that we can resolve any problems.

### **Late Arrivals**

Sessions are booked back-to-back, so you must arrive on time. It is recommended to arrive at least 10 minutes early to get a head start on the check-in, safety briefing, and suit up process.

AVR staff will begin the safety briefing on time for all those in attendance. Due to strict time constraints, if the staff member has started the suit-up process before you arrive for your session, we cannot allow you to join. You will not receive a credit or refund for a late arrival. Any changes to this are strictly at the discretion of AVR Staff.

### **Children Unattended**

Children are not to be left unattended in the waiting area. AVR staff members are not responsible for the safety or care of children.

If there is no one present to supervise your child, you will be unable to enter the experience. You will not receive a credit or refund.

### **Rules, Restrictions & Requirements.**

We exercise certain age, height & weight considerations when using all AVR devices.

VR Experiences are not designed for persons under the age of 13. If you are under the age of 18, you will need to have a parent or guardian sign the acknowledgment of risk on your behalf.

Do not use the **Virtuix Omni** when you are: tired; under the influence of alcohol or drugs, are hung-over, have digestive problems, are under emotional stress or anxiety, or when suffering from cold, flu, headaches, migraines, or earaches, as this can increase your susceptibility to adverse symptoms.

We recommend consulting a physician before using the **Virtuix Omni**, if you are: pregnant, elderly, have a sensory and/ or a specific psychiatric disorder(s), pre-existing binocular vision abnormalities or suffer from a heart condition (including a *pacemaker*) or other serious medical condition e.g. epilepsy.

The **Omni Virtuix** is designed to accommodate a user height ranging from 142cm - 195cm (4'8" to 6'5") and a **weight** up to 130kg.

By using our equipment you warrant to AVR that you do not have any of the conditions referred to above, and if you do, that you have sought and obtained a doctor's clearance to participate. Using VR means a certain level of inherent risk. By participating in this VR journey, you are agreeing to assume this risk and to indemnify AVR in relation to any damage you may suffer as a result of your participation in VR related activity, including serious personal injury, psychiatric injury or death.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, AVR disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

**Immediately discontinue use if you incur any of the following symptoms:** seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, or symptoms similar to motion sickness.

**Prolonged use should be avoided**, as this could negatively impact hand-eye coordination, balance, and multi-tasking ability. Take at least a 10 to 15 minute break every 30 minutes,

even if you do not think you need it. Take more frequent and longer breaks if you feel discomfort. You should decide what works best.

### **Post-Use Symptoms**

Symptoms of virtual reality exposure can persist and become more apparent hours after use. These post-use symptoms can include the symptoms above, as well as excessive drowsiness and decreased ability to multi-task. These symptoms may put you at an increased risk of injury when engaging in normal activities in the real world. Do not drive, operate machinery, or engage in other visually or physically demanding activities that have potentially serious consequences, or other activities that require unimpaired balance and hand-eye coordination, until you have fully recovered from any symptoms.

### **Privacy Policies**

Personal information kept on our databases is for internal business purposes only and will not be disclosed to any third party outside of normal business operations.

Please note that personal information contained in communications and booking with AVR is subject to our privacy policy and the obligation of the Privacy Act.

This Privacy Policy has been developed in accordance with the Commonwealth Privacy Act 1988 and the Australian Privacy Principles (APPs). Although we will comply with this Privacy Policy in respect of information provided to us by persons under the age of 18 years, those persons must obtain the consent of a parent or guardian prior to using the Site, and the parent or guardian will be responsible for appropriately supervising the person's use of the Site.

AVR reserves the right to change, modify, or revise this Privacy Policy in order to comply with any applicable laws or for any other reason at any time. Therefore our users are required to check the Privacy Policy periodically to read about any changes, modifications, or revisions. Users may wish to check it each time they submit personal information. You will be deemed to have consented to such variation by your continued use of the Site, following any changes being made.

AVR reserves the right to change any and all terms and conditions you see here at any time, without prior notice. These terms are effective until terminated by AVR. The company shall also have the right, without notice and at any time, to terminate some or all of the services, or any feature or portion thereof, or any promotions offered through them, or to terminate any individual's right to access or use of the website or any feature or portion thereof.

I, the undersigned participant, affirm that I am of the age of 16 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

In the event that the participant is under the age of consent (15 or under), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of, named below, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

	Print Name	Parent/Guardian	Date	Signature
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