# **Triple A Mobile Gaming**

#### Terms of Service

By accessing the website at www.tripleAmobilegaming.com you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

Below are the standard provisions set forth by Gaming Trailer:

# **Reservation Deposit**

Reservation will be done strictly through credit card or debit card. At the time of booking, the Customer authorizes Triple A Mobile Gaming plus to charge a non-refundable deposit of 50% to hold the reservation and to confirm the booking date and time of the event. The remaining funds will be due at the start of the party.

## **Cancellation Policy**

Because people often book parties well in advance, the Customer recognizes that times reserved are in short supply. A \$25 cancellation fee will apply for all parties or events cancelled after payment is received. A NO REFUND policy will apply in the event of the reservation being cancelled within forty-eight (48) hours of the event.

Events booked online are for private small events (20 participants or less). These pricing packages are not valid for larger group or public events. If you are interested in discussing options for a large event, please contact us directly so we can assure that we are able to provide you and your guests with an exceptional Triple A Mobile Gaming experience.

### **Privacy Policy**

Your privacy is important to us.

Triple A Mobile Gaming is committed to protecting your privacy. We use the information we collect on the site to make bookings as simple as possible and to enhance your overall experience. We do not sell, trade, or rent your personal information to others. We have outlined our privacy policy below.

- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

- We will collect and use personal information solely for fulfilling those purposes specified by us, unless we obtain the consent of the individual concerned or as required by law.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by using reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.
- We will only retain personal information for as long as necessary for the fulfilment of those purposes.

# **Travel Policy**

Our primary service area is a 30-mile radius from **Queens, New York**. We also service a "secondary" area outside our primary area, but with additional fuel surcharge fee when we travel to the secondary area.

# Weather Policy

The Triple A Mobile Gaming trailer was designed for all types of weather conditions. The theatre is insulated and climate controlled with heat and air conditioning. There may be occasions when the weather does not want to cooperate with your scheduled party. If there is a forecast of severe weather (lightning, very high winds, flooding and/or extremely heavy rains, snow or ice) we reserve the right to reschedule your event so as to guarantee the safety of you, your guests, our staff and equipment. No refund will be issued for this reschedule.

If there is a forecast of severe weather that might force you to cancel your party and you are aware in advance (pending or anticipated snow storm or other strong weather event), please contact us to begin the rescheduling process.

# **Parking Policy**

For Video Game Parties and movies, prior to arrival, please allocate 50 feet (approximately 5 parking spaces) for the game trailer to park that is free of hazards and foot traffic. To avoid damage to customers and Triple A Mobile Gaming property, we reserve the right to refuse to pull the game trailer onto customer property. Delays caused by clearing space for the truck and trailer will not prevent us from leaving at the scheduled time.

A permit is only required if we will need to park in a "No Parking" zone. Triple A Mobile Gaming trailers are no wider than any contractor or landscaper vehicle and in most cases parking outside the

home at the curb is not an issue. If a parking permit is required it will be the responsibility of Customer to arrange for one.

#### **Supervised Children**

Triple A Mobile Gaming does require a parent or responsible adult to be present inside or just outside of the trailer at all times. Guests under the age of 16 require a parent or guardian to be on property and within contact of the game coach should a need to contact them arise.

#### Alcohol/Drugs

You may serve alcohol at your event or party. However, we reserve the right to refuse, cancel or cut short any party or booking where alcohol is being served. Drugs of any sort will not be tolerated in or around the Triple A Mobile Gaming equipment. Any observed use of illegal narcotics or legal narcotics used in an illegal manner will result in the termination of the gaming event immediately.

#### Limitations

- Triple A Mobile Gaming or any of its employees will not be responsible for any damage to
  property resulting from a request by the client to position the trailer in a specific location. This
  includes both above ground and below ground property/equipment damage.
- Additionally, Triple A Mobile Gaming reserves the right to charge the client's credit card for damages to the trailer or equipment resulting from the careless or willful damage of the same by the client's guests.
- Triple A Mobile Gaming or its employees assume no responsibility for any injuries sustained on the client's property or their designated location. All liability for damages or injuries are the sole responsibility of the client and/or host.
- Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### Food/Drink

Triple A Mobile Gaming does not allow any food or drinks into the video game theatre. Please have your guests consume them outside of the trailer prior to entering.

#### **Pictures**

While your party is in effect the Game Coach will be taking pictures of the party from inside the trailer. You will then be able to view these pictures on Triple A Mobile Gaming Facebook Fan Page and copy them to your files. If you do not want our Game Coach taking these pictures or posting them on the Fan Page please notify us via Email prior to the party.

#### **Invitations**

We will mail all of your invitations to the address you provided as the billing address of your credit card. If you prefer to make other arrangements, please contact us. Invitations will be mailed upon request and electronic invites will also be available online.

## **Video Game Ratings**

Triple A Mobile Gaming will not play any "M" rated or higher game in the video game theatre without authorization from the client prior to the party/event or adult approval at the time of the event. If you wish to have an "M" rated game or higher at your party/event please contact us, indicating the game you prefer or let the Game Coach know as soon as you can after he gets there.

#### Disclaimer

- Triple A Mobile Gaming does not warrant or make any representations concerning the
  accuracy, likely results, or reliability of the use of the materials on its website or otherwise
  relating to such materials or on any sites linked to this site.
- The materials on Triple A Mobile Gaming website are provided on an 'as is' basis. Triple A
  Mobile Gaming makes no warranties, expressed or implied, and hereby disclaims and negates all
  other warranties including, without limitation, implied warranties or conditions of
  merchantability, fitness for a particular purpose, or non-infringement of intellectual property or
  other violation of rights.

# **Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of **New York State** and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

#### **Contact Us**

Triple A Mobile Gaming can be contacted through 973 845 8300 should you require any clarification or require support from our representative.