

# **Terms & Conditions**

## **Terms of website use**

This page sets out the terms on which you may access and make use of our website [www.fearlessadventurepark.com](http://www.fearlessadventurepark.com), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using the Site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Site.

### **INFORMATION ABOUT US**

[www.fearlessadventurepark.com](http://www.fearlessadventurepark.com) is a site operated by LKN Entertainment LLC. We are registered in North Carolina USA.

## **Privacy**

The "Company" privacy policy is incorporated into these terms of use.

## **Accessing the site**

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice (see below). We will not be liable if for any reason the Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You must always keep your username and password confidential. Any breach of these terms of use by anyone to whom you disclose your password will be treated as if the breach had been committed by you and will not relieve you of your obligations under these terms of use.

You must take appropriate security measures to prevent unauthorized disclosure of your username and password and you must notify us immediately if your password becomes known to any unauthorized user.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.

## **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal reference.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged.

You must not use any part of the materials on the Site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy, or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

The information contained within this Site (including programming scripts, graphics, and logos) are copyright of the "Company" and its affiliates.

## **Trademarks**

The trademarks appearing on this Site are primarily trademarks of the "Company". Other trademarks displayed on the Site are trademarks of their respective owners. Nothing contained on this Site should be construed as granting any license or right of use of any trademark displayed on the Site without the express written permission of the "Company" or the third party owner.

## **Reliance on information posted.**

LKN Entertainment Group LLC dba FearLess Adventure Park does not guarantee the accuracy of information on the Site.

LKN Entertainment Group LLC dba FearLess Adventure Park does not accept liability for any reliance made upon information on the Site.

Before acting in relation to information on the Site LKN Entertainment Group LLC dba FearLess Adventure Parke encourages that a viewer seeks third party verification of such information.

# Our liability

The material displayed on the Site is provided without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

(1) all conditions, warranties and other terms which might otherwise be implied by statute, or law.

(2) any liability for any direct, indirect, or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **Prohibited uses.**

You may use the Site only for lawful purposes. You may not use the Site:

in any way that breaches any applicable local, national or international law or regulation;

in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or

to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our terms of website use;

not to access without authority, interfere with, damage or disrupt any part of the Site including;

any equipment or network on which the Site is stored;

any software used in the provision of the Site; or

any equipment or network or software owned or used by any third party.

## **Suspension & termination policy**

LKN Entertainment Group LLC dba FearLess Adventure Park holds the exclusive right to determine, at its sole discretion, whether there has been a breach of these terms and conditions. If it is deemed by LKN Entertainment Group LLC dba FearLess Adventure Park that a breach of these terms has occurred, LKN Entertainment Group LLC dba FearLess Adventure Park has the right to take any action that is reasonable.

Failure to comply with these terms of use constitutes a material breach of these terms of use and may result in our taking all or any of the following actions:

immediate, temporary or permanent withdrawal of your right to use the Site;

immediate, temporary or permanent removal of any posting or material uploaded by you to the Site;

issue of a warning to you;

legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

further legal action against you; or

disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms of use. The responses described in these Terms of use are not limited, and we may take any other action we reasonably deem appropriate.

# Initiating bookings & guests' policy

To initiate a booking, you may be required to provide valid identification and the relevant receipt number of the booking. If you do not provide valid identification and the relevant receipt number, you may not be entitled to access the booking.

Any person listed as a guest on a booking can initiate the booking at the discretion of the venue. The "Company" advises that for your guests to initiate the booking, they provide a copy of the relevant receipt number of the booking and a valid identification.

# Accounts, payments & refund policy

## Booking Online

There are two ways to pay for a booking. You can either make a direct payment for each booking individually or you can upload credit to an account from which you can allocate funds to bookings. To make a payment you can use either a credit card or a debit card.

You will be provided with an automatically generated email receipt of all monetary transactions made through this site.

Upon making a direct payment for an online booking or using existing credit that has been uploaded to your account, you may be charged a 3% transaction fee that is not recoverable under any circumstances.

If you upload credit, the amount will remain in your account until such time as it is either used by you for a booking or withdrawn by you (see withdrawals below). This account will also be used for any refunds that you may be entitled to (see refunds below).

If you are entitled to a refund, the amount of refund will be credited directly to this account. You can check the status of your account balance at all times by

logging into your account. Alternatively, you can email the “Company” directly if you have any queries regarding your account status (fun@fearlessadventurepark.com).

All unused funds in your account are held on trust for you by the “Company” until such time as you decide to withdraw those funds or use them to pay for a booking.

### Booking Over the Phone/E-mail

Deposits or full payments can be paid via Cash, or Credit Card/Debit Card. The amount required is dependent on the terms of the reservation. If you require a receipt, please request directly from the “Company” by contacting fun@fearlessadventurepark.com.

### All Reservations

All cancellation and refund policies are provided to you prior to you confirming your booking and in the booking confirmation email that is sent to you via email.

If you have a dispute regarding the amount of the refund given to you, you will be required to resolve the issue directly with "Company". "Company" has all rights to reject and evict you from their premises at their discretion.

In cases where a refund has been made, and "Company" the amount refunded was incorrect, "Company" reserves all rights to amend this transaction at its discretion.

## Venue Autonomy

The “Company” retains the right to refuse entry or remove you if they form the view that you are either intoxicated or have not complied with our terms and conditions, and rules of entry or violate the rules while using the venue. Making a booking on the “Company” platform does not entitle you to



automatic entry. By making a booking on the Company” you accept and acknowledge the risk that you may be refused entry for failure to comply with the terms of entry and conditions of the venue of your booking.

The “Company” also retains the right to evict you from their premises if they form the view that you are intoxicated or have not complied with their terms and conditions. Making a booking in no way limits or restricts this right. By making a booking with the “Company” you accept and acknowledge the risk that you may be evicted from the venue for failing to comply with the terms of entry and conditions of that venue.

If you have an issue or complaint regarding the terms and conditions of entry, the onus is on you to make such a complaint directly to [fun@fearlessadventurepark.com](mailto:fun@fearlessadventurepark.com).

## **Information about you and your visits to the site**

All information that is required during the registration of members will be stored on our database.

The "Company" may use this information at any time provided the purpose of use is sufficiently relevant to the ongoing operation of LKN Entertainment Group LLC dba FearLess Adventure Park. The "Company" has rights to use the information for your booking at their discretion. This information includes: full name, email address, contact number and other details specific to your booking.

Becoming a member in no way restricts the right of the "Company" to refuse entry if it forms the view that you have not complied with its terms and conditions of entry. These conditions may include but are not limited to; restrictions on age, dress and general presentation requirements, a minimum spend, a maximum number of guests, a set ratio of females to males.

By using the Site, you consent to such processing, and you warrant that all data provided by you is accurate.

## **Viruses, hacking and other offenses**

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may have committed a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

## **Linking to the site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page. We reserve the right to

withdraw linking permission without notice. If you wish to make any use of material on the Site other than that set out above, please address your request to [fun@fearlessadventurepark.com](mailto:fun@fearlessadventurepark.com).

## **Links from the site**

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Site.

## **Governance**

The Terms and Conditions are governed by the laws of North Carolina and the United States. By using this site, you irrevocably and unconditionally submit to the non-exclusive jurisdiction of this State.

## **Currency**

All monetary values on the website will be in US Dollars (USD) unless otherwise stated.

## **Glossary**

Minimum Booking Cost - The minimum dollar amount (not including the 3% transaction fee) that is required to make the booking at the venue. This amount includes and is reflective of an increase in the number of guests you select and whether you require access to the VIP area of a venue.

## **Your concerns**

If you have any concerns about material which appears on the Site, please contact [fun@fearlessadventruepark.com](mailto:fun@fearlessadventruepark.com).

Thank you for visiting the Site.