

BREAKOUT

BEFORE YOU MAKING PAYMENT, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY MAKING PAYMENT AND CONFIRM THIS BOOKING, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS AND YOU SHALL BE BOUND BY THE SAME.

This agreement ("**Agreement**") is an agreement between you ("**you**" or "**your**") and **Superdough Sdn. Bhd.** (Company Registration No.: 1079878-W) ("**Breakout**") for the escape games ("**Escape Game**") and spy game ("**Spy Game**") offered by Breakout at premises owned and/or operated by Breakout ("**Breakout Premises**").

1. PROVISION OF SERVICES

- 1.1. This Agreement shall govern (a) the Escape Game; (b) your use of Breakout Premises or any part thereof; (c) your use of all details, content, dimensions, data, photographs, text, descriptions, specifications, audio, video clips, graphics, images, materials, documentation and/or other information or any part thereof ("**Information**") made available to you by Breakout in any manner whatsoever; and/or (d) your use of the lockers located in Breakout Premises ("**Lockers**") (collectively be referred to as "**Breakout Property and Services**"). If you do not agree to any of these terms and conditions, you shall not use Breakout Property and Services.
- 1.2. If you wish to have access to Breakout Property and Services, you shall follow Breakout's registration procedure and provide Breakout with all the necessary Information. You shall be responsible for ensuring that all Information made available to Breakout is accurate, original, authentic, complete, reliable, current, error-free and will not infringe the intellectual property rights of any third party. You may be asked to provide additional verification or Information and Breakout shall be entitled to refuse you the access to Breakout Property and Services or any part thereof in the event you do not agree or fail to provide the requested Information.
- 1.3. In the event that the contract for the provision of any of the Escape Games is deemed to have been formed, usually is when the Fee (hereinafter defined) is paid to Breakout, you may not modify or cancel such contract except with Breakout's agreement in writing and on the condition that you shall indemnify Breakout in full against all loss, costs, damages, charges and expenses (including loss of profit) incurred by Breakout as a result of such modification or cancellation.

2. PAYMENT

- 2.1. In consideration of the Escape Game, you agree to pay Breakout a fee in accordance with Breakout's fee schedule ("**Fee**"). The Fee shall be paid to Breakout in the manner prescribed by Breakout prior to the commencement of the Escape Game slot selected by you and agreed by Breakout.

3. USE OF BREAKOUT PROPERTY AND SERVICES

- 3.1. Breakout hereby grants you a non-transferable, non-exclusive licence to use Breakout Property and Services subject to the terms contained in this Agreement. In using and/or accessing Breakout Property and Services, you shall:
 - (a) comply with all applicable law, regulations, guidelines, policies, orders, codes and/or other requirements as may be imposed by all relevant governmental or regulatory bodies and authorities from time to time; and
 - (b) comply with all guidelines, rules, regulations, policies, instructions and procedures in connection with the Breakout Property and Services as imposed or may be imposed from time to time by Breakout at Breakout's absolute discretion, including without limitation the escape game rules set out in **Schedule 1 (Escape Game Rules)** and privacy notice issued under the Personal Data Protection Act 2010 ("**Privacy Notice**").
- 3.2. Except as expressly set out in this Agreement, you shall not and shall not attempt to:
 - (a) use Breakout Property and Services or any part thereof for any purposes other than for the purpose of this Agreement. Breakout Property and Services shall not be commercialised in any manner whatsoever;
 - (b) cause any damage to Breakout Property and Services;
 - (c) use Breakout Property and Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously;
 - (d) misuse or abuse Breakout Property and Services in anyway or otherwise compromise the integrity of Breakout's software or systems;
 - (e) send, advertise or publish any unsolicited advertising or promotional content through or on the Breakout Property and Services without Breakout's written approval;
 - (f) use Breakout Property and Services in a way that could damage, disable, overburden, impair or compromise Breakout's systems or security or interfere with other users' use and enjoyment of Breakout Property and Services; and
 - (g) collect or harvest any Information from Breakout Property and Services.
- 3.3. The use of Lockers shall also be governed by the rules set out in **Schedule 2 (Lockers Terms)**.

4. CONSUMER PROTECTION

- 4.1. Notwithstanding anything contained herein, if Consumer Protection Act 1999 ("**Act**") applies and if you are dealing as a consumer under the Act (consumer shall have the meaning prescribed to it by the Act, "**Consumer**"), (a) Breakout gives you such implied warranties under the Act that cannot be excluded by the Act; (b) this Agreement is only intended to exclude or limit the remedies and rights you may have to the maximum extent permitted by the Act; and (c) nothing in this Agreement is intended to exclude or limit Breakout's liability to you for any loss or damage arising from (i) Breakout's negligence; or (ii) Breakout's breach of any express or implied terms of this Agreement without adequate justification.

5. DISCLAIMER

5.1. To the maximum extent permitted by all Applicable Law and the Act, all Breakout Property and Services are provided on an "as is" and "as available" basis, with all faults and without warranty of any kind, and Breakout hereby disclaims all warranties and conditions with respect to such Breakout Property and Services. Without limiting the generality of the foregoing, while Breakout will use reasonable endeavours to maintain Breakout Property and Services, Breakout does not warrant that Breakout Property and Services will meet your requirements and will be uninterrupted. Information which is made available to you may be furnished to Breakout by third parties. While Breakout shall use all reasonable endeavours to ensure that such Information is communicated to you in its original form supplied to Breakout by the third parties, Breakout does not warrant that the said Information is accurate, complete, reliable, current, or error-free. You understand that advice or recommendations are a matter of opinion and may not represent the true application, quality or feature of a particular service, as such you accept that any advice or recommendation given by Breakout, Breakout's employees, personnel, representatives and/or agents is followed or acted upon entirely at your own risk.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. You acknowledge and agree that Breakout, Breakout's suppliers, contractors, partners and/or licensors (if any), own and shall retain all rights, titles and interests in, to and under (a) patents, registered designs, designs, copyrights and all other rights in connection with Breakout Property and Services and all other intellectual or industrial properties including without limitation know-how, inventions, and trade secrets (and all copies and derivative works thereof, by whomever produced); and (b) all of its respective names, service marks and logos, trade names and any other trademarks (collectively be referred to as the "**Intellectual Property Rights**"). Nothing in this Agreement shall transfer or assign any such Intellectual Property Rights to you.

6.2. You shall not use Breakout Property and Services and any other properties in which any of the Intellectual property Rights subsist except only to extent necessary for the purpose of and to the extent permitted by this Agreement. Notwithstanding anything contained in this Agreement, you shall not engage in any conduct which will infringe Breakout's Intellectual Property Rights or those of any third party in relation to your use of Breakout Property and Services or any party thereof.

7. CONFIDENTIAL INFORMATION

7.1. "**Confidential Information**" means all information of any kind, whether in machine readable or visually readable form, oral or otherwise and whether or not labelled as "Confidential", that are made available by or on behalf of the disclosing party to the receiving party for the purposes relating to or in connection with this Agreement. "Confidential Information" shall not include information that (a) is already known to the receiving party or in its possession before the disclosure hereunder free of any obligation to keep it confidential; (b) is independently developed by the receiving party; (c) is or becomes generally available to the public other than as a result of a breach of this Agreement by the receiving party or its Representatives (hereinafter defined); or (d) is received by the receiving party from a third party without similar obligations of confidence and without breach of this Agreement; provided, however, that such source is not to the knowledge of the receiving party bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the disclosing party.

7.2. The receiving party shall not disclose the Confidential Information or any part thereof to any person except (a) to its personnel, advisors (including legal, financial and accounting advisors), service providers, contractors and/or agents (collectively, "**Representatives**"), who: (i) have a definite need to know such Confidential Information; (ii) have been duly apprised of the requirements of this Clause; and (iv) are or will be bound to keep such information confidential as required in this Agreement; (b) to any governmental or regulatory bodies as required by the operation of any applicable law; or (c) with the disclosing party's consent in writing.

8. LIMITATION OF LIABILITY

8.1. To the maximum extent permitted by law and subject to the provisions on the Act:

(a) Breakout shall not be liable for any damages of any kind arising from your use of Breakout Property and Services, including without limitation direct, indirect, incidental, punitive and consequential damages unless otherwise specified in writing. In no event shall Breakout be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever whether or not such losses were reasonably foreseeable or Breakout had been advised of the possibility of you incurring the same; and

(b) In any event, Breakout's maximum and cumulative total liability (including any liability for acts and omissions of its employees, representatives, personnel, agents and/or sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses however arising under this Agreement shall not exceed the Fee paid by you for the relevant Escape Game.

9. TERMINATION

9.1. Breakout may immediately terminate this Agreement without prejudice to any other rights Breakout may have under this Agreement or at law if you are found to be in breach of any clause of this Agreement.

9.2. Upon termination of this Agreement and during the Suspension, (a) all rights granted to you under this Agreement shall cease; (b) you must immediately cease all activities authorised by this Agreement; and (c) when requested, you shall return to Breakout or destroy all Confidential Information.

10. MISCELLANEOUS

INDEMNITY: You agree to defend, indemnify and hold Breakout harmless from and against all loss, damages, claims, fines, penalties or expenses, including attorneys' fees, arising from your use of Breakout Property and Services, your negligence and/or your breach of this Agreement. This indemnity shall be granted whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

FORCE MAJEURE: Either party shall not be liable to the other party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure was due to any cause beyond the party's reasonable control.

PERSONAL DATA: Your Personal Data will be processed in accordance with Privacy Notice.

VARIATION OF THE TERMS: No revision, amendment or variation of this Agreement shall be effective and binding unless it is in writing.

COMMUNICATIONS: "**Business Day**" shall mean a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the Federal Territory of Kuala Lumpur. Except as otherwise agreed or provided in this Agreement, all notices and other communications to be sent to the other party ("**Recipient**") pursuant to this Agreement shall be in writing and in English language and shall be valid and sufficient if dispatched or sent to the address, e-mail address or facsimile notified by the Recipient to the other party. Such notice shall be deemed to have been served (a) if delivered personally, the next business day after it has been delivered; (b) if sent by registered mail or courier, five (5) days after dispatch; (c) if sent by facsimile, upon receiving the confirmation report stating successful transmission of the facsimile if sent before 5p.m. on a Business Day and if sent on a non-Business Day or after 5p.m. on a Business Day, the next Business Day; or (d) if sent by e-mail, upon successful delivery of the e-mail and recorded as a sent mail if sent before 5p.m. on a Business Day and if sent on a non-Business Day or after 5p.m. on a Business Day, the next Business Day.

ENTIRE AGREEMENT: This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing relating to the subject matter hereof and no representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement.

ASSIGNMENT, NOVATION, DELEGATION AND SUBCONTRACTING: Your rights, title, benefits, obligations and duties under this Agreement shall not be transferred, assigned, novated and/or sub-contracted to any other party without Breakout's prior written consent.

NO WAIVER: No failure or delay by Breakout in exercising any right under this Agreement shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish Breakout's rights under this Agreement. No single or partial exercise of any rights or remedies by Breakout shall affect Breakout's other rights or remedies under this Agreement. A provision of right or remedy under this Agreement may not be waived except in writing signed by Breakout. A waiver by Breakout of any breach shall not constitute a continuing waiver in respect of any subsequent or continuing breach.

SURVIVAL: The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration/termination of this Agreement shall remain in full force and effect following the expiration/termination of this Agreement unless otherwise agreed in writing.

SEVERABILITY: If any term, condition, stipulation, provision, covenant and/or undertaking of this Agreement ("**Provision**") is to any extent illegal, otherwise invalid, or incapable of being enforced, such Provision shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable Provision shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable Provision.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

INTERPRETATIONS: In this Agreement, unless the context otherwise requires: (a) words denoting the singular include the plural and vice-versa; (b) words denoting natural persons may include bodies corporate and unincorporated; (c) references to any legislation or to any provision of legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision; (d) headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement; (e) no rule of construction or interpretation applies to the disadvantage or detriment of the party having control or being responsible for the preparation of this Agreement; and (f) any words following the terms including, include or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

**SCHEDULE 1
GAME RULES****Breakout's Instructions, Signs and Warnings**

You shall comply with all instructions as may be given by breakout from time to time and observe all signs and warnings displayed at Breakout Premises.

Participants with Medical and Physiological Limitations

If you have any medical and/or physiological limitations or conditions, you shall be solely responsible for obtaining all necessary medical advice prior to participating in the Escape Game. By participating in the Escape Game, you acknowledge that you are medically, physically and mentally fit to participate in the Escape Game and that you have obtained all necessary medical advice prior to participating in the Escape Game.

Drugs and Alcohol

Breakout prohibits the use of drugs and alcohol in the Breakout Premises and has the rights to refuse you entry to Breakout Premises if Breakout has reason to believe that you are under the influence of drug and/or alcohol.

Prohibited Items

You shall not carry any illegal, offensive, explosive, and/or hazardous items/articles, including without limitation weapons, illegal drugs, firearms, and/or chemicals, into Breakout Premises. Any items/articles that may, in Breakout's sole and absolute opinion, constitute a risk and/or nuisance to Breakout or other users of Breakout Premises are also prohibited.

Behaviour

You shall not be involved in any of the following activities:

- (a) conduct which may cause any disturbances to other users of Breakout Premises or otherwise cause any disturbances to Breakout in providing services to its customers or potential customers such as Vandalism, Taking down frames and causing damage to game props or hardcopy material;
- (b) conduct which may cause any harm or injury to anyone or otherwise put yourself or any person in danger such as violent acts, moving heavy furniture and reaching out ceiling; and
- (c) jumping, running and putting unnecessary stress (brute force) on any property or equipment located on Breakout Premises.
- (d) Smoking, Eating and Drinking inside Breakout Premises.

Clothing

You shall be responsible to ensure that you are dressed appropriately to participate in Escape Games safely.

Damage/Loss of your belongings

To the maximum extent permitted by law, Breakout will not be responsible for any damage to or loss of your clothing or other personal items while in Breakout Premises.

No photographs and Videography

You shall not take any photograph and video in the escape game rooms unless expressly permitted by Breakout.

Acceptance of Risks

You acknowledge that even under the safest conditions of practice, there exist some degree of inherent risk which are beyond the reasonable control of Breakout, its officers and employees and hereby agree to assume the risk in relation to the participation in the Escape Game.

Immersive Experience & Physicality Acknowledgement

You acknowledge that escape games and spy game experiences may involve immersive storytelling, live actors, roleplay elements, physical navigation (including crawling, climbing, or confined spaces), low-light environments, sound effects, sudden surprises, and simulated scenarios. By participating, you agree that such elements form part of the creative design and do not constitute negligence, misrepresentation, or service failure.

Personal Responsibility & Safety

Participants are responsible for ensuring they are physically capable of these movements before entry. You agree to navigate the environment with reasonable care, sobriety, and at a safe pace. The organiser shall not be held liable for injuries, falls, or accidents resulting from a participant's failure to follow safety instructions, reckless movement, or disregard for the environmental conditions (such as low lighting or uneven flooring).

Live Actor Interaction

Certain experiences may involve interaction with live actors. Physical contact is not required for gameplay and participants shall not initiate physical contact, harassment, or aggressive behaviour towards actors or staff. Breakout reserves the right to remove any participant who fails to comply without refund.

Refund of the Fee

You shall not be entitled to a refund in the event that you are found to be in breach of any of the terms and conditions contained in this Agreement unless otherwise agreed by Breakout.

Refused Access

Without prejudice to other rights Breakout may have under this agreement or at law, Breakout shall have the right to refuse to grant you access to Breakout Premises or any part thereof if you are found to be in breach or Breakout has reason to believe that you may be in breach of any of the terms and conditions contained herein.

Persons under the age of Eighteen

In the event that you participate together with any person under the age of eighteen, you shall be responsible for the safety of such person and shall ensure that such person complies with all the terms and conditions contained in this Agreement.

**SCHEDULE 2
LOCKERS TERMS**

A. LOCKER/LOCKER KEY

Upon payment of the Fee and prior to entering into the designated room for your Escape Game, you may select a Locker to store your personal belongings. In using the Locker, you agree that the Locker and Locker key shall at all times remain the property of the Breakout.

B. YOUR OBLIGATIONS

You shall ensure that

- (a) the Locker is kept in good and clean condition;
- (b) the Locker will be used solely for the purposes of storing personal belongings;
- (c) no illegal, offensive, explosive, and/or hazardous items/articles, including without limitation weapons, illegal drugs, firearms, and/or chemicals, are being stored in the Locker; and
- (d) equipment that may, in Breakout's sole and absolute opinion, constitute a risk and/or nuisance to Breakout and/or Breakout's customers shall not be kept in the Locker.

C. OBLIGATION TO NOTIFY

You shall notify Breakout immediately of any damage caused to or loss of the Locker and/or the Locker key. Without prejudice to other rights Breakout may have under this Agreement, you may be charged for the replacement and/or repair costs of the lost and/or damaged Locker/Locker Key.

D. BREAKOUT'S RIGHTS

Breakout shall be entitled to routinely access the Locker at all times and without notice to you for the purposes of security, maintenance and repair. Breakout shall have the right to damage or destroy any items/articles which may, in Breakout's sole opinion, be one of the items/articles referred to in paragraph B.(c) and (d) above without any liability to you.

E. LOST AND FOUND

Any items/articles left behind by you shall be collected within [2] days.

All items/articles left behind will be returned to the person who is able to provide proof that he/she was a customer of Breakout and is able to accurately describe the left behind item/articles.

Breakout is discharged from liability toward any person laying claim to property in Breakout's possession if the Breakout releases the property to any person in the manner described above.

YOU SHALL PLACE BELONGINGS IN THE LOCKER ENTIRELY AT YOUR OWN RISK AND BREAKOUT SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE INCURRED TO YOUR PERSONAL BELONGINGS PLACED IN THE LOCKER OTHER THAN DUE TO REASON SOLELY ATTRIBUTABLE TO BREAKOUT.