TERMS AND CONDITIONS OF OFFSITE LASER TAG GAMES

Laser Tag Poznań · games organised outside Fort Va, at a location provided by the Ordering Party

effective from 1 October 2026

§ 1. General provisions

1. These Terms and Conditions (the "Terms") set out the rules of participation in Laser Tag games organised by the Organiser outside Fort Va, at a location provided by the Ordering Party ("offsite games").
2. The games are organised by VANGUARD ARSENAL spółka z ograniczoną odpowiedzialnością (a Polish limited liability company) with its registered office in Poznań, ul. Szarych Szeregów 39 lok. 8, 60-462 Poznań, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0001263783, tax identification number (NIP) 7812116848, statistical number (REGON) 545588770, share capital PLN 5,000.00 (the "Organiser"), operating under the Laser Tag Poznań brand. Company website: www.vanguardarsenal.pl, company e-mail: office@vanguardarsenal.pl. Contact for bookings and games: e-mail gry@va.lasertagpoznan.pl, phone +48 570 931 931, website www.lasertagpoznan.pl.
3. The Ordering Party is a person or entity (e.g. a company, school, institution or event organiser) that orders an offsite game and provides the location, including the game area (the "Ordering Party"). The Ordering Party must prepare the game area in accordance with the guidelines set out in § 4 and select the Participants. The Ordering Party may be one person, several persons, some of the Participants or all of the Participants. Matters relating to the right to use the location are governed by the arrangements between the Ordering Party and the owner or manager of the location.
4. The Organiser is not responsible for the preparation of the game area or for the selection of Participants, subject to § 4 section 14.
5. The Terms apply to all offsite games organised by the Organiser, unless the Organiser and the Ordering Party have expressly agreed otherwise in writing.
6. Every person taking part in a game (a "Participant") and every guardian of a minor must read the Terms before the game starts. The Terms are available at www.lasertagpoznan.pl. The Ordering Party must make the Terms available to the Participants before the game starts.
7. Game duration, prices and the rules of booking, payment and cancellation are set out in separate arrangements with the Ordering Party or in the Organiser's offer.
8. Persons present in the game area and its surroundings must behave in a manner that does not endanger themselves or others and must follow the instructions of the staff, i.e. the Organiser's personnel running the game (the "staff").
9. During games it is forbidden to drink alcohol, smoke tobacco or e-cigarettes or use intoxicants.
10. The Organiser is not liable for Participants' belongings (e.g. phones, documents, clothing) left at the game location, subject to mandatory provisions of law.
11. Equipment, in particular replica guns, may not be taken outside the game area and the place designated for briefings.

§ 2. Participants

1. Only the following persons may take part in a game:
   1) adults;
   2) persons aged 15 or over – on their own, upon presenting the written consent of a parent or legal guardian;

3) persons aged 7 or over but under 15 – under the supervision of an adult guardian present on site, upon presenting the written consent of a parent or legal guardian. The Organiser recommends that all Participants be at least 8 years old.

2. The Organiser may set a higher minimum age for selected locations, scenarios or types of equipment, informing the Ordering Party thereof when the game is ordered.
3. In the case of organised groups (e.g. schools, summer camps, sports clubs), the consent of the parents or legal guardians of minor Participants may be confirmed by the adult group leader, who submits to the Organiser a written declaration that the parents or legal guardians of all minor Participants have consented to their participation in the game and have been informed of its rules. The group leader is responsible for the truthfulness of this declaration.
4. Each group of minor Participants referred to in section 1 item 3 must be accompanied by at least one adult guardian present on site for the entire duration of the game.
5. The consent referred to in section 1 is given on the form provided by the Organiser (available for download at www.lasertagpoznan.pl) – in the original before the game starts, or earlier as a scan or photo sent to gry@va.lasertagpoznan.pl. A parent or legal guardian present on site may sign the consent on site. The Organiser keeps the consents for the limitation period of claims related to participation in the game.
6. Minor Participants and other minors present at the game location are not under the care of the Organiser. Responsibility for a minor rests with their parent, legal guardian or group leader. This does not exclude the obligations of the Organiser and its personnel under the Child Protection Standards (§ 6).
7. Only sober persons who are not under the influence of intoxicants may take part in a game. The staff may refuse to admit to the game a person reasonably suspected of being under the influence of alcohol or intoxicants.
8. Pregnant women and persons suffering from conditions (in particular cardiovascular, respiratory or musculoskeletal conditions or epilepsy) which, in the case of physical exertion, may endanger their health or life or the health and life of other Participants should not take part in a game. By joining the game, the Participant declares that there are no medical contraindications to their participation.
9. Participants wearing jewellery, glasses and similar items must remove or secure them so that they do not endanger their own health and safety or the health and safety of other Participants.
10. Participants must choose footwear and clothing appropriate to the terrain, in particular closed, flat-soled sports shoes and clothing resistant to dirt and to contact with rough and hard surfaces.
11. Filming and photographing in the game area during play is forbidden. Outside the game area, photographing and filming for private use is permitted, with respect for other persons' right to their image; publishing the image of other Participants requires their consent and, in the case of minors, the consent of a parent or legal guardian. The Organiser records and publishes the image of Participants only on the basis of a separate, voluntary consent.
12. The use of one's own replicas, accessories or other devices during the game without the Organiser's consent is forbidden.

§ 3. Course of the game

1. The Organiser must provide working equipment and brief the Participants on the rules of the game, the safety rules and the operation of the equipment. The Ordering Party must provide and prepare the game area in accordance with § 4.
2. The game starts at the time agreed with the Ordering Party. Late arrival of Participants postpones the start of the game but does not postpone its agreed end – the playing time is shortened accordingly and the Organiser is not obliged to extend the game.

3. Before the game, Participants attend a mandatory briefing and familiarise themselves with the game area and its boundaries.
4. Participants should inform the staff of any observed defects or faults of the equipment before the game starts or immediately after discovering them.
5. Participants acknowledge that the edges of the equipment may be sharp and some of its parts protruding, and undertake to exercise particular care when handling it.
6. Participants acknowledge that scratches, bruises or other minor injuries resulting from the nature of the activity and the terrain may occur during the game.
7. The Participant is liable for damage to the equipment during the game, unless the damage occurred during proper use of the equipment in accordance with the briefing.
8. Drinks, food and unnecessary items, in particular mobile phones and cameras, may not be brought into the game area.
9. Participants must play in the spirit of fair play, respecting the rules and showing honesty and respect towards other Participants.
10. Pushing other Participants or any other physical contact, grabbing equipment belonging to other players, throwing or swinging equipment and destroying fittings are forbidden.
11. Hiding or removing sensors during the game and switching off devices without the staff's knowledge are forbidden.
12. The game takes place only in the designated area, in which only Participants, the staff running the game and the leader of a group of minors may be present during play. Leaving the boundaries of the game area is forbidden.
13. Participants must stop playing immediately at every signal given by the staff.
14. The staff may exclude from the game a person who breaches the Terms, does not follow the staff's instructions, endangers themselves or others, or is intoxicated or under the influence of intoxicants. An excluded person is not entitled to a refund.
15. If the game is interrupted or cannot take place for reasons attributable to the Organiser (e.g. equipment failure), the Organiser – at the Ordering Party's choice – enables the game to be completed on another agreed date or refunds the part of the fee proportional to the unused playing time. The consequences of cancelling or interrupting a game due to weather conditions or the condition of the game area are governed by the arrangements with the Ordering Party (§ 4 section 14).
16. Every accident, injury or sudden deterioration of well-being must be reported to the staff by the Participant (or, in the case of a minor, by their guardian) immediately, before leaving the game location. The staff provide assistance and draw up a report of the incident.

§ 4. Preparation of the game area by the Ordering Party

1. The Ordering Party must prepare the game area in accordance with the following guidelines and confirm to the Organiser's staff before the game starts that the game area meets them.
2. The game area must be cleared of all sharp objects, tools, machines and other items that could endanger the life or health of Participants, and of items over which a Participant could trip.
3. There may be no dangerous openings, holes or manholes in the game area into which a Participant could fall.
4. Places where there is a risk of falling from a height must be secured in a manner that prevents a Participant from falling.
5. The boundaries of the game area must be clearly marked out (e.g. with tape) so that Participants have no doubt where the game area ends.
6. No bystanders, animals or vehicles may be present in the game area.

7. The game area must be lit to a degree that allows safe movement. The game may not take place after dark unless the entire game area is lit with sufficiently strong artificial lighting.
8. The game may not take place during rain or a thunderstorm. Playing immediately after heavy rain is not recommended due to the slippery surface.
9. The game area should contain obstacles behind which Participants can hide; this is a necessary element of the game. These may be natural obstacles (trees, bushes) or elements placed by the Ordering Party.
10. The Ordering Party may order inflatable covers from the Organiser; this requires a suitable surface for their installation. The covers are ordered on the basis of separate arrangements, after the Ordering Party has sent the Organiser photographs of the game area.
11. If inflatable covers are ordered, the Ordering Party must provide access to a 230 V electrical power supply near the game area.
12. The Ordering Party is responsible for obtaining the consent of the owner or manager of the location to hold the game and for meeting the requirements arising from any specific regulations applicable at the location.
13. The Ordering Party must enable the Organiser to access the game area by vehicle and bring in the equipment, and must provide a place for briefings and for storing the equipment during the game.
14. The Organiser may refuse to start the game or may interrupt the game if the game area does not meet the requirements set out in this paragraph or if weather conditions or other circumstances endanger the safety of Participants. The consequences of cancelling or interrupting the game for these reasons are governed by the arrangements with the Ordering Party.

§ 5. Liability

1. The Participant is liable for damage caused by them as a result of failing to comply with the Terms, the briefing or the staff's instructions. Damage caused by a minor Participant is the responsibility, under general rules, of the person supervising the minor.
2. The Ordering Party is liable for the condition of the location and the game area and for damage resulting from the failure to prepare the game area in accordance with § 4.
3. The Organiser is not liable for the behaviour of other Participants or for damage resulting from a breach of the Terms, the briefing or the staff's instructions by a Participant or the Ordering Party.
4. The Organiser holds third-party liability insurance in respect of its business activity. The Organiser does not provide Participants with personal accident insurance; Participants may take out such insurance themselves.
5. The provisions of the Terms do not exclude or limit the Organiser's liability to the extent that such exclusion or limitation is not permitted under mandatory provisions of law, in particular liability for personal injury caused through the Organiser's fault.

§ 6. Child protection and personal data

1. The Organiser applies Child Protection Standards, available at www.lasertagpoznan.pl. The Organiser's personnel are obliged to comply with them. Every Participant, parent and guardian may report to the staff or to the child protection coordinator any incident threatening the welfare of a minor.
2. The controller of the personal data of Participants and their guardians processed in connection with the order of the game, consents to participation in the game and the course of the game is the Organiser. Detailed information on the processing of personal data, including the publication of game results, is provided in the Privacy Policy available at www.lasertagpoznan.pl.
3. Game results are published only under nicknames chosen by Participants. A Participant should not use their first name and surname or other data enabling their identification as a nickname.

§ 7. Complaints

1. Complaints concerning a game may be submitted by e-mail to office@vanguardarsenal.pl or in writing to the Organiser's registered office (ul. Szarych Szeregów 39 lok. 8, 60-462 Poznań) within 14 days of the date of the game. A complaint should include the contact details of the person submitting it, the date and location of the game and a description of the objections.
2. The Organiser considers the complaint within 14 days of its receipt and informs the person submitting it of the outcome at the address provided.
3. A Participant or Ordering Party who is a consumer may use out-of-court complaint and redress procedures, including through the municipal (district) consumer ombudsman or the Voivodeship Inspectorate of Trade Inspection.

§ 8. Final provisions

1. Joining the game is tantamount to accepting the Terms. In the case of a minor Participant, the Terms are accepted by the parent, legal guardian or group leader when giving consent to participation in the game. The Ordering Party accepts the Terms by ordering the game.
2. The Terms are available in Polish and English; in the event of discrepancies, the Polish version prevails.
3. The Organiser may amend the Terms for important reasons (e.g. changes in the law, changes in safety rules, changes in the scope of services). Amendments are published at www.lasertagpoznan.pl. Games ordered before an amendment are governed by the Terms in force on the date of the order, unless the new provisions are more favourable to the Participant or the Ordering Party.
4. Matters not regulated herein are governed by Polish law, in particular the Civil Code. Disputes with Participants and Ordering Parties who are consumers are resolved by the common courts having jurisdiction under general rules; in disputes with other Participants and Ordering Parties, the court having jurisdiction over the Organiser's registered office is competent.
5. The Terms enter into force on 1 October 2026 and apply to games taking place from that date.

Management Board of VANGUARD ARSENAL sp. z o.o.