

**PANIQ ROOM - ESCAPE ROOM & LOUNGE
LAS VEGAS**

DISCOUNT TERMS

EFFECTIVE AS OF: August 9, 2023

1. This **“Agreement”** (these discount terms together with the documents and further rules referred to in it) sets out the terms which govern all our discount and promotion programs.

This Agreement is entered into between you and **PanIQ Vegas LLC** (address: 3377 S. Las Vegas Blvd., Las Vegas, NV 89109; entity number: E0138292019-3), i.e. our company responsible for the operation of discount and promotion programs (hereinafter **“PanIQ Vegas”**).

Please read this Agreement carefully before you use any of our discounts and/or special promotions and/or benefits granted by us or by any third person acting on our behalf or as our agent (hereinafter collectively: **“Discounts”**, any of them individually: **“Discount”**). Such Discounts are including, but are not limited to: discounts granted by promotion materials distributed on the streets, discounts granted by rack cards, discounts granted through our referral partners or ticket sales partners (such as Indigo), discounts granted through our online sales partners (such as Groupon or vegas.com), discounts granted by promotion codes, seasonal promotions, local promotions, special offers and free drinks. This Agreement governs the use of every Discount available at all times.

By (a) using our website (<https://paniqescaperoom.com/las-vegas/en>) (hereinafter: **“Website”**) and/or services through the website or (b) using on or more of our Discounts, you confirm that you accept this Agreement and that you agree to comply with it. If you do not agree to the terms of this Agreement, you must not use any of our Discounts. The term “using” also includes any person or entity that accesses or uses the Website with crawlers, robots, data mining, or extraction tools or any other functionality.

Your use of any Discount is subject to all additional terms, policies, rules, guidelines and features applicable to our Discounts that we may post on or link to the Website or we publish in our escape room facility named PanIQ Room Escape Room & Lounge (located in the Grand Canal Shoppes at The Venetian Resort Las Vegas, level 2M) or we place on any of our printed or on-line promotions or marketing materials. By accepting this Agreement or by using any of the Discounts, you accept all these additional policies, terms, rules, documents and features.

2. We may provide you various Discounts in many different forms, including, but not limited to a given percentage of price reduction and/or seasonal promotions and/or free drinks.

You can find the exact details and main terms of our Discounts on our promotions, marketing materials, printed materials and on-line advertisements.

PLEASE READ THE DETAILS ON THE GIVEN PRINTED MATERIAL, PROMOTION OR ADVERTISEMENT CAREFULLY TO FIND OUT EXACTLY WHICH DAY(S) AND SERVICE(S) THE DISCOUNT APPLIES TO.

3. PanIQ Vegas reserves the right to:

(a) revise and amend this Agreement in its sole discretion, in order reflect changes affecting our business, changes in our strategic, marketing or sales decisions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements or for any further reason at any time, without notice; and

(b) terminate the Discounts in general or any of the Discounts individually at any time, without notice, even before the published expiry date. In the event a Discount is terminated, PanIQ Vegas will not be obliged to provide any kind of benefits that would have otherwise used by you; and

(c) change any terms of any of the Discounts (including, but not limited to discount rate, benefit granted, effective period, etc.) individually at any time, without notice.

4. How to redeem your Discount:

If a Discount is redeemable online, you need to enter the promotion code attached to the Discount when you are placing your order online, during checkout. For this procedure, you may provide your data required by the website.

In case you acquired a printed material providing a Discount – for example a rack card or street card from the employees of PanIQ Vegas – you need to present it and hand it over to our staff members.

5. LIMITATIONS:

5.1 If a Discount grants you price reduction, the price reduction shall be applied to the complete amount of the purchase, regardless of the number of the tickets purchased. (I.e. the price reduction will not be applied separately for every ticket purchased within the complete purchase).

5.2 You may not combine Discounts, i.e. you may not use a Discount in conjunction with any other Discounts. For example, if you own a rack card providing \$10 price reduction and a street card providing 10 % price reduction, you may not aggregate them and you may not receive 10 % price reduction for the price already reduced by \$10.

5.3 Only one Discount may be used for one game. One game is a 45 or 60 minutes long escape room game regardless of the number of participants. For example: if a group of three books a private game and each of them owns a rack card providing price reduction, only one of such rack card discounts may be used for the given game.

5.4 The Discounts will expire at the end of the opening hours of the specified expiry date.

5.5 Neither of the Discounts grants you the right for cash redemption.

5.6 Only one “free drink” or “\$1 drink” discount may be used for one game (as specified above). For example, if a group of three books a private game and each of them owns a rack card providing “\$1 drink”, only one of such \$1 drinks may be redeemed.

5.7 If you are provided with a free drink or \$1 drink, you may choose the discounted drink from our “Special Menu” published in our escape room facility. I.e., the “free drink” or “\$1 drink” option does not grant you any drink options which are on our regular menu but are not on our “special menu”.

6. PanIQ Vegas accepts no liability for any use of the Discounts which does not comply with this Agreement.

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PANIQ VEGAS, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS OR LOST BUSINESS DAMAGES OR FOR ANY FURTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE FOLLOWING: (A) YOUR USE OF THE DISCOUNTS; (B) YOUR INABILITY TO USE THE DISCOUNTS OR TO RECEIVE THE DISCOUNT; (C) MODIFICATION OF THIS AGREEMENT OR CHANGES TO THE TERMS OF ANY DISCOUNT; OR (D) ANY IMPROPER USE OF THE DISCOUNTS.

7. We may revise this Agreement at any time by amending this page. Continued use of the Discount shall amount to acceptance of the amended/revised Agreement in force at that time.

8. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Nevada, U.S.

We each irrevocably agree that the courts of Nevada, U.S. have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) (hereinafter: **“Dispute”**).

No Class Action Matters: We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that Disputes shall be resolved only on an individual basis and not in a class, consolidated, or representative action and that the court may award relief (including injunctive relief) only on an individual basis.

No Jury Trial: you and PanIQ Vegas agree to waive any right to a trial by jury.