

Terms & Conditions

Please read these Terms and Conditions (the “Agreement”) between you and Fantasiium Group Pte. Ltd. (“Fantasiium”) carefully, as it constitutes a legal contract between you and Fantasiium. The provisions of this Agreement govern your use of our website www.fantasiium.group (“Website”) and of Activities (defined below) you are registered for with Fantasiium.

Please feel free to contact us at info@fantasiium.group should you have any questions or comments in relation to the Website or Activities.

The terms and conditions of this Agreement apply to any booking made on our Website, in our office, located at: 308 Tanglin Road, Phoenix Park Level 2, Singapore 247974 (“Premises”) and to any information and/or services provided to you through the Website. They also apply when you come to our Premises to participate in Activities you have registered for.

If you are under the age of 18, then you agree to review the Agreement with your parent or guardian to make sure that both you and your parent or guardian understand and agree to the Agreement. If you are a parent or guardian agreeing to the Agreement for the benefit of anyone under 18, then you agree to and accept full responsibility for that person’s involvement with the Activities, including all financial charges and legal liability that he or she may incur.

By accessing the Website, registering for or participating in any Activities, you are deemed to have read, understood and agreed to be bound by all of the terms of this Agreement, the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Release & Waiver”), the Privacy Policy (accessible at fantasiium.group) (the “Privacy Policy”), and such other terms and conditions as may be informed to you from time to time.

Please read the Privacy Policy to find out how we collect, use, disclose, process and protect your personal data, in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore (the “PDPA”).

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings corresponding to them:

- **“Activities”** mean studio classes, holidays camps and workshops, corporate events and private parties involving virtual reality (“VR”) experience organised by Fantasiium and its Affiliates.
- **“Affiliate”** means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under our common control.

- **“Class”** means holiday camp’s class, weekly workshop and one-off workshop conducted by Fantasium in our studio located in Singapore.
- **“Fantasium”, “Company”, “we”, “us”, “our”** means Fantasium Group Pte. Ltd. (UEN 201909438G), a company incorporated under the laws of Singapore, and its subsidiaries, Affiliates and related corporations that may be operators of the Website, and organiser of Activities.
- **“Fees”** mean the fees as set out on the Website or otherwise communicated to you.
- **“Intellectual Property Rights”** means all intellectual property rights including patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **“Materials”** means images and content, including, but not limited to, text, software, images, graphics, data, messages, or any other information, and any other Website content owned, operated, licensed, or controlled by Fantasium.
- **“Participant”** means a person who is registered to participate in Activities, including a Student or participant of corporate event or private party. “Student” means a child who is enrolled for Classes.
- **“Website”** means our website located at www.fantasium.group, all affiliated websites (including mobile websites), APIs and any other applications published by us or our Affiliates for access to or use of the Website, owned and operated by us, our predecessors or successors in interest, or our Affiliates
- **“you”, “your”** means any person who accesses our Website to register for Activities, including a Participant.

In this Agreement, unless the context otherwise requires:

- **“person”** refers to a firm, a body corporate or an unincorporated association;
- any reference to any legal entity or individual persons includes, where appropriate, a reference to its authorised agents, delegates, successors or nominees;
- words importing the singular include the plural and vice versa; and
- words importing a gender will include all other genders.

2. ACTIVITIES

Fantasium specialises on integrating fully immersive and surreal VR experience into exhibits, corporate events, private parties, holiday's camps and workshops for children, and weekend classes for children and adults.

All Activities and related services provided by us involve VR experience that the Participants receive through VR wearables (headsets). While VR headset manufacturers' recommended minimum age is 13, we allow minors of age 10 and above to participate in Activities, which are limited in time by 20 minutes of the use of VR headsets per hour. We organise Classes in such a way that Students who are under 13 years old are not using the VR headsets for more than 20 minutes per hour.

Please read our Release & Waiver for more details about the risks associated with the Activities and VR experience.

3. TERMS AND CONDITIONS: HOLIDAY'S CAMPS AND WEEKLY WORKSHOPS.

3.1. Enrolment

- i. The Student's enrolment is only confirmed when registration on our online system and payment of Course Fees are complete.
- ii. Fantasion reserves the right to combine Classes (as long as it's the same course) of different age groups as deemed appropriate or necessary. In the event that Classes are combined, Fantasion will notify the parents/guardians of the changes either through email or phone call not less than 7 days before the Class starts.
- iii. Fantasion reserves the right to update instructor allocation, course Fees, course duration and curriculum content as deemed appropriate or necessary.
- iv. Promotional codes cannot be combined with other existing or ongoing promotions unless otherwise specified.
- v. All materials, such as VR headsets, laptops, and the various learning kits provided by Fantasion. are for in-class use only, unless otherwise stated in the respective course descriptions.
- vi. No refund will be processed for any promotional discount missed, withdrawals from Classes or missed Classes.

3.2. Class Cancellations

- i. The minimum number of Students required for a Class to be confirmed is 3 (three). In the event of low sign-ups, Fantasion will notify parent/guardians 14 days prior to the Class starting.
- ii. We reserve the right to cancel a Class 7 days before the Class commences if the number of Students is below the minimum required, in which case the course fee that was paid will be fully refunded.

3.3. Withdrawals

- i. We strive to maintain a low instructor-to-student ratio and hence we value every seat that we offer. Due to limited seats, the following policy will apply, and in the event of any dispute, Fantasium reserves the right to make the final decision.
- ii. Withdrawal at least 14 days prior to Class starting. If the Student withdraws from the Class at least 14 days prior to Class starting, a 100% credit note of the fees paid will be given to be used for the next Classes sign-ups (e.g. if the Class starts on 1 October, and the withdrawal application is done no later than 16 September).
- iii. Withdrawal within 14 days of Class starting: If the Student is withdrawing from the Class within 14 days prior to Class starting, a 50% credit note of the amount paid will be given to be used for the next Classes sign-ups.
- iv. Withdrawals after Classes have commenced are only applicable to the following circumstances:
 - Withdrawal due to serious illness or injury resulting in your child missing 2 or more consecutive days of holiday camps, or 3 consecutive Classes of weekly workshops. Fantasium will offer the option of a pro-rated credit note for the Classes missed or a transfer to an alternative schedule subject to availability.
 - If your child does not think it is the best thing ever after attending the first 2 days of holiday camps (or first 3 Classes of weekly workshops), and would like to withdraw, we'll issue you a 50% credit note of the fees paid. No withdrawal requests will be processed after the above-mentioned period for both holiday camps and weekly workshops.
 - A withdrawal request shall be made in writing at least 12 hours before the withdrawal deadlines above, by sending us an email at info@fantasium.group along with the respective documentation (e.g. medical certificates).

3.4. Rebooking & Transfers

We will allow one change in your registration for any Class up to 48-hours prior to Class starting (e.g change in time or course), subject to availability. Subsequent changes will be subject to a \$20 administrative fee per change.

The requests for changes in your booking for Classes shall be made by email at info@fantasium.group.

3.5. Credit Notes

- i. Credit notes are valid for 6 months from their issuance and can be used towards any Classes of any courses that you want to sign up for within the validity period.

- ii. In the event that the Class that you want to sign up for has a higher course fee, you will be required to pay the difference.
- iii. If the Class that you want to sign up for has a lower course fee, then the credit notes may be used in part. Please note that the validity date will still remain the same and will not be extended.
- iv. Credit notes can be transferred to friends and family. The requests for such transfers shall be made by email at info@fantasium.group.

3.6. Make-Up Classes (Holiday Camps)

Due to the nature of the holiday camp format, we are unable to offer make-up Classes during this period. Any alternative arrangements (e.g. joining another Class at a different location/day) are arranged as a goodwill gesture and are strictly subject to availability. Should the arrangement not be available, there will not be any refund or credit note provided.

Absence without notice will not be eligible for any alternative arrangements. All requests shall be made prior to the class starting, by sending us an email at info@fantasium.group.

3.7. Discipline and Safety

- i. Parents/Guardians are solely responsible for the safety of the student before and after Class. Students are welcomed to arrive 15 minutes prior to the start of the Class to settle in and should be picked up no later than 15 minutes after the Class ends.
- ii. Fantasium is NOT responsible for children if they have been dropped off outside the building or if they are left unattended anywhere else around Fantasium office.
- iii. In the event parents/guardians are not present to collect a Student when the Class finishes, they remain with their instructor as the next Class commences. Please make sure that you are prompt in the collection of your child to avoid any interruption of the Class. If you know in advance that you will be late, please let us know.
- iv. It is the responsibility of parents/guardians to inform Fantasium if the Student has any medical conditions that may require special attention.
- v. In the event of a serious accident that may require immediate medical attention, Fantasium might bring your child to the nearest clinic/hospital. By enrolling in Fantasium, you have given us consent to do so and parents/guardians will be notified immediately.
- vi. In the event where a student causes damage to any Fantasium's property, the parents/guardians will be notified and are responsible to pay for the associated costs and damages (based on the market value) arising from the incident.

4. TERMS AND CONDITIONS: CORPORATE EVENTS AND PRIVATE PARTIES.

4.1. Booking

- i. You can book our studio for a private event through our Website. You must be at least 18 years old to book a private event, but children of the age of 10 years old or above are permitted to participate in the event.
- ii. Your booking is completed only when it is processed and confirmed by Fantasiu. You will receive a booking confirmation by email.

4.2. Cancellations and rescheduling

- i. If you cancel your booking at least 14 days before the date of the event, we will refund 100% of the amount paid to us.
- ii. If you cancel your less than 14 days before the event, we will refund 50% of the amount paid to us. There will be no refund for the cancellation of the bookings 48 hours prior to the event.
- iii. The changes in the booking are subject to availability and must be expressly confirmed by Fantasiu. The administrative fee of \$20 will be charged for any change of booking.

5. PRICING AND PAYMENTS

The prices for the Activities shall be displayed on the Website on the date of your registration for the Activities.

All prices displayed on the Website are quoted in Singapore dollars, are inclusive of GST and must be paid in full during the registration for the Activities, subject to any promotional codes and discounts.

6. RISKS AND HEALTH OF PARTICIPANTS

Fantasiu would like to inform you that there is a low risk given the high quality of the equipment used they will experience dizziness or headaches during the session or after the session.

VR experience can have an impact on the perception of space. They should be used in moderation. Fantasiu recommends not to use VR headsets by children above 10 years for more than 20 minutes per hour and by adults above 18 years old common sense usage is recommended. For security reasons children under 10 years old are not allowed to participate in the Activities.

Activities are not suitable for people with epilepsy or neurological disorders.

Fantassium is not liable for any injury or property damage caused directly or indirectly by the Activities or by improper use of the VR headsets during the Activities or for not following the security rules given during the briefing.

Please refer to our Release & Waiver for further details about risks associated with the Activities.

7. DATA PROTECTION

You acknowledge that we may process personal data in relation to you and your child if you are a parent/guardian acting on behalf of a child, in connection with this Agreement, or the Activities. Accordingly, you represent and warrant that:

- I. your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and that data are accurate, up to date and relevant when disclosed;
- II. before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and
- III. if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

8. PHOTOGRAPHS AND FILM MATERIALS

Fantassium may take photographs/video recordings of the Class and its Students and/or parents/guardians for educational, training and promotional purposes. These materials will be available to the parents in the secured daily gallery available at the Website.

If you do not wish for you or your child to be featured in any educational training and/or promotional materials, please send us an email at info@fantassium.group.

9. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Fantassium and/or the Activities (collectively the “Feedback”) that are provided by you, whether by email, posting to the Website, or otherwise, are non-confidential, and that by posting, uploading, inputting, providing or submitting your Feedback, you waive any so-called “moral rights of authors” in connection with the Feedback and acknowledge and agree that Fantassium may use, exploit, distribute, reproduce, advertise, promote, publicise, alter, modify or edit the Feedback or combine the Feedback with other works including other Fantassium Intellectual Property Rights, at our sole discretion. No compensation will be paid with respect to the use of your Feedback, as provided herein. You further acknowledge and agree that you shall promptly execute all documents and do all things necessary to vest or assign full right, title and interest in the Feedback in and to Fantassium.

10. THIRD PARTIES LINKS

Some websites which are linked to or from the Website are owned and operated by third parties including but not limited to our counterparties and partners. As we have no control over such websites and resources, you acknowledge and agree that we are not responsible or liable for the availability of such external websites or resources, and do not screen or endorse such websites or the content, products, advertising or other materials presented therein, and are not responsible or liable for any such content, advertising, services, products, or other materials on or available from such websites or resources.

Use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Agreement.

You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If you decide to access any such third-party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

11. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Website and all associated Intellectual Property Rights are owned by Fantasiium (or its licensor, where applicable) and are protected by Singapore copyright laws and other laws. Except as expressly stated in this Agreement, Fantasiium grants you no other right or license, express or implied, to the Website, including without limitation, any right to use, copy, publish, display, compile, transmit, broadcast or otherwise exploit the Website. No proprietary rights are intended to be transferred or conferred by this Agreement. Fantasiium reserves all rights to and in the Website, including any and all patent, trademark, copyright, trade secret, intellectual and industrial property rights, developed or in existence and in all forms of media throughout the world for Fantasiium's use and disposition at its sole discretion without any obligation to you.

Fantasiium and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Website. The "Fantasiium" logos and names are trademarks of Fantasiium (the "Fantasiium Marks"). For the avoidance of doubt, nothing in this Agreement grants you a right to use any of the Fantasiium Marks, regardless of whether they are registered, without our prior written consent. All other product names, company names, marks, logos, and symbols on the Website or the Services may be the trademarks of their respective owners.

The product and service names of any other entities as displayed on the Website may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks. You acknowledge and agree that we either own or have been authorised by relevant third-party intellectual property owners to use all trademarks, copyright, patents, design and intellectual property of any nature and form found on the Website.

All of the marks, logos, domains, and trademarks that you find on the Website and Services may not be used publicly except with express written permission from Fantasion, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Fantasion.

The Materials accessible from the Website, and any other website owned, operated, licensed, or controlled by us are our proprietary information and valuable intellectual property and we retain all right, title, and interest in such Materials. No rights, title or interest in any such Materials are transferred to you by access to the Website.

All Materials included on the Website, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software are the property of Fantasion or its content suppliers and are protected by Singapore and international copyright laws. The compilation of all Materials on the Website is the exclusive property of the Fantasion or its content suppliers and protected by Singapore and international copyright laws, as well as other laws and regulations.

12. INDEMNIFICATION

You agree to indemnify and hold harmless Fantasion, its directors, officers, employees, agents, and Affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable legal counsel' fees) directly or indirectly related to (i) your breach of this Agreement or any other related agreement or document or (ii) your participation in the Activities.

13. NO WARRANTIES

The Website and any information contained therein are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Website or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

14. AMENDMENTS

We reserve the right to revise this Agreement from time to time, in our sole and absolute discretion. Your continued use of the Website and participation in the Activities shall be deemed acceptance of the then prevailing terms and conditions. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or revised version supersedes any prior versions immediately upon posting, and the prior version will be of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the parties intend that the prior, effective provisions of this Agreement be considered valid and enforceable to the fullest extent, and all remaining provisions shall remain in full force and effect.

It is your responsibility to periodically review this Website and Agreement to determine if any of the terms have changed. Where you have failed to do so, you assume all responsibility for your neglect of your legal rights, and you agree that such failure amounts to your affirmative waiver of your right to review the amended terms.

Copies of the most up-to-date version of the Agreement will be made available in the Website at all times.

15. SEVERABILITY

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the remainder of this Agreement which will continue to be in full force and effect.

16. NO WAIVER

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. No failure or delay in exercising or enforcing any privilege, right, remedy, or power hereunder shall be deemed a waiver of such provision by us. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. All waivers must be in writing.

17. OTHER JURISDICTIONS

We make no representation that the Website or any of the materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Website from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

18. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by, construed under and enforced in accordance with the laws of Singapore, without regard to any conflict of law provisions. You hereby submit to the exclusive jurisdiction of the Singapore courts in connection with any disputes, controversies or conflicts arising hereunder.

19. NOTICES, SUPPORT & QUESTIONS

Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and in the case of you, when sent by email and/or registered mail to the relevant address provided by you, and in the case of Fantasium, to the address as set out below:

Email address: info@fantasium.group

Address: 308 Tanglin Road, Phoenix Park Level 2, Singapore 247974