

TERMS AND CONDITIONS

TERMS OF WEBSITE USE

This page sets out the terms on which you may access and make use of our website www.hopscotchbar.com.au 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.

As the information, products and services contained within this site relates to licensed premises, you must be 18 years of age or older to make a purchase. These premises require a valid driver's license, passport or proof of age to prove you are over 18 years of age. You may need to present this proof at the premises to obtain admission.

INFORMATION ABOUT US

www.hopscotchbar.com.au is a site operated by Hopscotch Pty Ltd. Our ABN is: 18113479226.

PRIVACY

The Hopscotch 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 keep your user name and password confidential at all times. 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 user name 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 Hopscotch and its affiliates.

TRADEMARKS

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

RELIANCE ON INFORMATION POSTED

Reid Group Pty Pty Ltd does not guarantee the accuracy of information on the Site.

Reid Group Pty Ltd does not accept liability for any reliance made upon information on the Site.

Before acting in relation to information on the Site Reid Group Pty Ltd 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, common law or the law of equity;

(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.

If you use the site in a manner that is prohibited, Hopscotch has the exclusive right to terminate your account.

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

Hopscotch 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 Reid Group Pty Ltd that a breach of these terms has occurred, Reid Group Pty Ltd 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 at Hopscotch 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.

Only the person who created the booking may initiate it, unless otherwise prearranged with Hopscotch.

ACCOUNTS, PAYMENTS & REFUND POLICY

To make a booking you must make a direct payment for each booking. To make a payment you can use either a credit card or a debit card (Hopscotch only accepts Visa and Mastercard).

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

Upon making a direct payment for a booking, or using existing credit that has been uploaded to your account, you will be charged a 2.75% transaction fee that is not recoverable under any circumstances.

Hopscotch provides no refunds on bookings except in the circumstance that the booking cannot be serviced.

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

VENUE AUTONOMY

Hopscotch retains the right to refuse entry if the view is formed that you are either intoxicated or have not complied with the terms and conditions of entry. Making a booking on the Roller platform through the Hopscotch site does not entitle you to automatic entry. By making a booking on Roller 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.

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

VIRUSES, HACKING AND OTHER OFFENCES

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 cooperate 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.

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 Australian Capital Territory by using this site, you irrevocably and unconditionally submit to the non-exclusive jurisdiction of this State.

DELIVERY AND TIME FRAME

You understand that should we need to deliver receipts of payments via mail, our carrier is the Australian Post. Hopscotch is not liable for any delay from our carrier. As an online service, Hopscotch does all of its communication and delivery via email, unless special requests are made and accepted by Hopscotch. We are not liable should the email server endure any functionality problems, and Hopscotch will make a committed effort to making sure that our receiving parties are not distressed.

Hopscotch online booking service only provides the ability for customers to make bookings at a maximum of 6 months in advance. The website will not allow, under any circumstances, a breach of this limit.

CURRENCY

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

YOUR CONCERNS

If you have any concerns about material which appears on the Site, please see contact details below:

Address: 5 Lonsdale St, Braddon ACT 2612, Australia

Email: info@hopscotch.com.au

Phone:+61 2 6107 3030

Thank you for visiting the Site.