

#### **TERMS AND CONDITIONS**

Last updated: 19 August, 2025

These Terms and Conditions govern the use of facilities, services, and online bookings at **Chuck E. Cheese Australia** (CEC AUS Pty Ltd as trustee for the CEC Aus Unit TrustABN: 34 291 120 820), located at 3/7 Winton Road, Joondalup, WA 6027. By using our services, entering our venues, or making bookings through our website (www.chuckecheese.com.au), you agree to the terms outlined below.

#### 1. GENERAL VENUE RULES AND CONDITIONS OF ENTRY

Chuck E. Cheese Australia is committed to providing a safe, fun and family-friendly environment. By entering the venue or using any of our services, you agree to comply with the following:

- No outside food, beverages, alcohol, pets (except certified assistance animals), weapons, drugs, or illegal items.
- Children under 18 years of age must be supervised by a parent or guardian at all times.
- Non-slip grip socks must be worn in the Adventure Zone.
- Enclosed shoes must be worn for the Climbing Wall.
- No rough play, running, or unsafe behaviour will be tolerated.
- Minors must not be left unattended.

We reserve the right to refuse entry or remove individuals who fail to comply with these rules.

### 2. ADVENTURE ZONE PLAYGROUND RULES

- The Toddler Zone is limited to children under 3 years of age.
- The Adventure Zone is restricted to children between 3 and 12 years of age and under 120kgs.
- Non-slip grip socks and a wristband are mandatory for access.
- No food, drinks, sharp objects, jewellery, or loose items permitted inside the play area.
- No climbing on nets, no hanging upside down, and no running or rough play.
- The playground is supervised by trained staff with First Aid and Working with Children certifications.
- Parents and guardians must ensure their children follow all posted safety signage and instructions from staff.



All children must have a parent or guardian-signed waiver before using the Adventure Zone. Waivers are completed via our booking system in-store.

#### 3. CLIMBING WALL RULES

- The Climbing Wall is limited to children under 15 years of age and under 120kgs.
- Participants must wear a harness and belay system, wristband, and closed-toe shoes.
- Entry is granted only with a pre-booked session (online or in-store).
- The Climbing Wall is gated, supervised and runs during posted hours only.
- Climbing Wall waivers must be signed by a parent/guardian before participation (via our booking system in-store).
- No food, drinks, jewellery, eyewear, or loose items allowed.
- No bouncing off the wall, no free climbing, and no pushing or rough play.

Staff are trained in Climbing Wall operation, First Aid, and child safety. They actively monitor all sessions and enforce safety rules.

#### 4. WAIVERS AND LIABILITY

Participation in the Adventure Zone and Climbing Wall is voluntary and at your own risk. Parents and guardians must complete the relevant waiver prior to use. By signing the waiver, parents and guardians:

- Accept and acknowledge inherent risks involved in physical activities.
- Consent to the use of personal data to manage booking and safety records.
- Release Chuck E. Cheese Australia from liability to the extent permitted by law.

**5. ONLINE BOOKINGS**Chuck E. Cheese Australia uses the third-party platform ROLLER for all online bookings. When you book a birthday party, Climbing Zone session or Adventure Zone pass:

- You agree to ROLLER's privacy and data processing policies.
- You may be required to enter your name, contact details, child's name, date of birth, and sign waivers electronically.
- All data is processed in accordance with Australian privacy law and ROLLER's security practices.



#### **6. BIRTHDAY PARTIES & GROUP EVENTS**

### A) Introduction

These Terms and Conditions govern the relationship between you and Chuck E. Cheese Australia (CEC AUS Pty Ltd as trustee for the CEC Aus Unit Trust ABN: 34 291 120 820) when you purchase a birthday party or group event package. By purchasing a birthday party or group event package, you warrant that you have read, understood, and agree to be bound by these Terms and Conditions.

#### **B)** Consumer Guarantees

- You are entitled to non-excludable consumer guarantees under the Australian Consumer Law. Except where required by law or due to failure by Chuck E.
   Cheese to comply with these guarantees, all birthday party or group event booking payments are non-refundable and cannot be exchanged.
- Late arrival may impact your party experience. We are not responsible if guests are unable to attend or participate in the event due to tardiness.
- In the event of unforeseen technical or operational issues, event start times may be delayed.

### C) Purchasing a Birthday Party or Group Event Package

- Birthday party and group event bookings are managed via our secure booking platform, ROLLER.
- All prices are listed in AUD and include GST. Pricing is subject to change, but only affects future bookings.
- A non-refundable \$100 deposit is required at the time of booking. Final balances are payable on the day of the event.
- Deposits can be paid online via credit card or in-store using EFTPOS or cash.
  Online payments are securely processed through ROLLER's integrated payment gateway.
- We reserve the right to refuse any booking and to amend these Terms and Conditions by publishing updates on our website. Changes apply to future bookings only.
- Credit card surcharge for all card payment/ % based on card type. Average 1.2%



• Once a deposit is made, it is non-refundable. However, if you need to cancel your reservation, the deposit can be used toward a new reservation within one (1) year of the reserved date of the party or group event that was cancelled. Notice of cancellation must be provided within 24 hours of the birthday party or event; otherwise, the deposit is forfeited.

## D) Event Restrictions and Requirements

- Minimum of 8 guests per event booking.
- No outside food or drink, unless it relates to a food allergy or prior consent is obtained. Outside birthday cakes are permitted only where agreed in advance.
- Party groups may be hosted in our party room, subject to availability.
- Please arrive 15 minutes before your scheduled start time.
- Birthday parties run for approximately 2 hours, with up to 45 minutes for food and cake.
- Group events run for approximately 2.5 hours with food available throughout the event.
- Final guest numbers, dietary requirements, and additional platters or extras must be confirmed 72 hours prior to your party.
- If any attending guests require a special meal or have an allergy, you can communicate this when making your booking.

#### E) Birthday Cake

- The Chuck E. Cheese birthday cake is 20cm diametre, vanilla flavour, cuts into 10 pieces and costs \$49. Cutlery and candles are included.
- You can bring your own cake. Cutlery and candles are included.

## F) Game and Activity Inclusions

- Arcade Zone access is assigned per the allotted time included in your birthday party or group event booking.
- If added to your event package, Adventure Zone and Climbing Wall access is assigned per the allotted time included in your birthday party or group event booking.



- The allotted tickets relating to the package booked are available for redemption at the end of the event and do not expire.
- Prizes, attractions, photo booth, or featured games may have limited access depending on your package.

## **G) Attractions and Additional Activities**

Chuck E. Cheese Australia includes access to:

- Adventure Zone indoor playground limited to children ages 3 12 years old and under 120kgs.
- Climbing Wall limited to children under 15 years of age and under 120kgs.
- Session bookings can be made in-store or online, pending availability.

When events have attraction inclusions or add-ons:

- Ensure guests meet weight and age restrictions.
- Participants must wear non-slip grip socks and enclosed shoes.
- All children using the Adventure Zone or Climbing Wall must have a parent or guardian-signed waiver.

Details on safety rules and restrictions are available at the venue and must be followed at all times.

### 7. PLAY PASS CARDS

#### A) Basic Use and Agreement

The Play Pass system allows you to play games at participating Chuck E. Cheese locations in Australia by loading the card with Play Points.

By purchasing, recharging, or using a Play Pass, you're agreeing to the Terms & Conditions, which can be updated at any time without notice.

#### **B) Activation & Purchases**

There's a AUD \$2 activation fee per Play Pass card.

You can buy or reload Play Pass cards (and Play Bands) at:

- A self-service kiosk
- The cashier register (payable via cash, credit card, or Chuck E. Cheese gift card)



 With a birthday party package purchase (cards included for children attending)

Tickets cannot be used to reload Play Points.

## C) Usage & Functionality

Each game requires a specific amount of Play Points, which is displayed on the game's card reader.

Gameplay is activated by tapping the card or wristband on the reader - green means go, red means insufficient credit/time or an issue.

You also automatically earn E-Tickets on ticket-dispensing games, which are stored on the Play Pass. These don't expire and can be redeemed later.

### D) Play Points & Expiry

Play Points do not expire, allowing you to save and use them on future visits.

E-Tickets also do not expire, so you can accumulate and redeem them later.

# E) Restrictions & Non-Refundability

Play Pass cards are non-refundable and cannot be redeemed for cash under any circumstances (except as required by law).

If you resell or transfer your Play Pass card for value, it becomes void and cancelled, including any Play Points or time on it.

Chuck E. Cheese isn't responsible for lost, stolen, or damaged Play Pass cards.

## F) Cancellation & Termination

Chuck E. Cheese may suspend or terminate your Play Pass at any time without notice, liability, or compensation - for example, if there's suspected fraud or violation of terms.



If terminated with cause, all points/time are voided without compensation.

If terminated without cause, they may refund or issue store credit equal to the remaining balance, minus any amounts you owe.

### 8. GIFT CARDS

- May be purchased in-store and redeemed in-store only.
- Valid for 3 years from date of purchase.
- Not refundable, not redeemable for cash.

#### 9. PRIZES AND REDEMPTIONS

- All prizes may only be redeemed in-store.
- Prizes are subject to availability and may change without notice.

#### 10. COMPLAINTS AND DISPUTE HANDLING

Chuck E. Cheese Australia is committed to delivering a fun, safe and high-quality experience. If you are dissatisfied with any part of your visit or booking, we encourage you to raise your concerns promptly.

### How to lodge a complaint:

- **In-venue:** Speak with a manager on duty.
- Email: Send your complaint in writing to hello@chuckecheese.com.au.
- **Response time:** We aim to acknowledge all written complaints within 3 business days and provide a resolution within 10 business days where possible.

#### **Dispute resolution:**

If your concern cannot be resolved informally, we will:

- Offer to escalate the matter to a senior manager for review.
- Engage in good faith to resolve the issue, which may include requesting supporting documentation or statements.
- Refer the matter to mediation before legal action is pursued, in accordance with best practice under Australian Consumer Law.



# **Consumer rights:**

These dispute procedures do not replace or restrict any rights you may have under the Australian Consumer Law.

## 11. CHANGES TO THESE TERMS

Chuck E. Cheese Australia reserves the right to update these Terms and Conditions at any time. Changes will be posted on our website and will take effect upon publication.

## 12. CONTACT INFORMATION

For questions, complaints, or waiver access, please email our team via hello@chuckecheese.com.au.