

## VR TO GO – General Terms and Conditions

Bozar's VR TO GO pack consists of a virtual reality headset including 11 films + audio headset + a charger + a user manual.

Users can choose to rent a VR TO GO pack from Tuesday to Thursday (48 hours) or from Friday to Monday (72 hours).

### 1. Pick-up or delivery

You have two options for Bozar's VR TO GO experience: pack pick up at Bozar, or pack delivery to your home. Both options are subject to specific time slots as set out below.

#### **Option 1: Pick Up @ Bozar:**

**You can come and get the VR TO GO pack at the Centre for Fine Arts (Bozar, 18 rue Ravenstein – 1000 Brussels), at the following times:**

Pick up at Bozar: Tuesday between 9 a.m. and 5 p.m. OR Friday between 9 a.m. and 5 p.m.

Return\* to Bozar: Thursday between 10 a.m. and 1 p.m. OR Monday between 10 a.m. and 1 p.m.

\*The returns depend on the day you pick up the VR headset:

- »→ Return on Thursday for a rental that starts on the Tuesday
- »→ Return on Monday for a rental that starts on the Friday.

#### **Option 2: Delivery @ Home:**

**You can opt for home delivery and collection of the VR TO GO pack for €22 (€11 per trip), in the 19 municipalities of Brussels at the following times:**

During the weekend of the I Love Science Festival from 14.10 to 17.10, free of charge:

- Rental from 14.10 between 5 p.m. and 7 p.m. until 15.10 between 5 p.m. and 7 p.m.
- Rental from 16.10 between 9 a.m. and 11 a.m. until 16.10 between 5 p.m. and 7 p.m.

- Rental from 17.10 between 9 a.m. and 11 a.m. until 18.10 between 8 a.m. and 10 a.m.

From 19.10 to 8.11 as VR TO GO:

- Rental from Tuesday: between 8 a.m. and 1 p.m. until Thursday between 9 a.m. and 1 p.m.
- Rental from Friday: between 8 a.m. and 1 p.m. until Monday between 9 a.m. and 1 p.m.

## 2. Deposit

In addition to the rental price for a VR TO GO pack, you must also pre-authorise payment of a deposit for this VR TO GO pack. The deposit will be added to your order and pre-authorized on your credit card with payment held. The amount of this deposit is displayed on the site (EUR 250). Without payment of this deposit, the rental of the VR TO GO pack is not valid. The deposit will be refunded to your credit card following the return of the VR TO GO pack (including the virtual reality headset + an audio headset + a charger) in good working order on the stipulated date.

If you lose or fail to return the VR TO GO pack (including all the equipment and accessories supplied with it) or if it is damaged in any way, Bozar will retain the full amount of the deposit.

If you are late returning the VR TO GO PACK (including all the equipment and accessories supplied with it), Bozar will retain the full amount of the deposit.

You bear full responsibility for any VR TO GO pack that you rent via the Bozar site. This deposit will be refunded no later than 20 days following the end of the rental period if the VR TO GO pack is free of damage

Cards accepted for holding payment of the deposit are detailed here:

<https://support.swikly.com/fr/support/solutions/articles/48001049002-quelles-cartes-bancaires-sont-accept%C3%A9es->

To facilitate the functioning of the deposit system, Bozar uses the **Swikly** service, a secure system that makes it possible to provide an on-line deposit simply by means of credit card pre-authorization, with no actual debiting or impact on the credit card limit. To provide the deposit, you simply click on the Swikly link that is sent by Bozar and then follow the steps indicated, at the latest 48 hours before the rental period begins. This is not a payment: the customer's account is not debited by the amount requested, but there is simply a pre-authorization to make the debit in the event of a problem. In the event of a dispute, Swikly manages relations between Bozar and the customer: it obtains the supporting documents and assists the customer with any insurance claim.

## 3. General terms and conditions of rental

### 3.1 Rental

To rent a VR TO GO pack via Bozar you must provide certain information, including in particular information concerning a credit card. You agree to provide only information that is true, correct, complete and up to date.

In placing a rental order you confirm and agree to pay all applicable costs accepted by yourself or your credit card user associated with this order.

Supporting documents or proof of identity can be requested when delivering the VR TO GO pack.

Bozar makes appropriate efforts to ensure that all transactions are handled with precision and without error. However, despite these efforts, Bozar is not able to offer any guarantee and declines all responsibility in the event of failure or error by Bozar in this respect.

### 3.2 Availability and cancellation

The availability of VR TO GO packs offered on the Bozar website can vary and change at any time without notice at our discretion. Bozar provides no guarantee in this respect.

We reserve the right to limit the quantities of VR TO GO packs available, as well as the right to end the rental of the VR TO GO pack at our discretion.

### 3.3 Dispatch and delivery

The VR TO GO packs are only available for rental and delivery in the 19 municipalities of Brussels. Delivery is at the times indicated when placing your order. Delivery costs are EUR 22 (VAT included).

Our delivery partner will deliver the VR TO GO pack according to the times and address indicated in the booking on the Bozar website. Collection will be at the same address as the delivery. If you are out when the VR TO GO pack is **delivered**, the headsets will be returned to Bozar and you will not be refunded.

If you are out when the delivery company comes to **collect** the VR TO GO pack, please contact Bozar ([frans.robert@bozar.be](mailto:frans.robert@bozar.be)) for details of how to return the VR TO GO pack to Bozar (18, rue Ravenstein - 1000 Brussels). You will lose your deposit.

The VR TO GO headsets will be dispatched to the address provided when creating the Bozar account. Please ensure that the addressee's address is correct. Bozar is not responsible for orders that cannot be delivered or that are not received due to an incorrect address. Also, Bozar is not responsible for delivery deadlines or any delays on the part of its delivery partners as these are beyond its control.

Bozar also provides a service for the return of the VR TO GO headsets directly at the Centre for Fine Arts (Bozar, 18 rue Ravenstein, Brussels) during opening hours. To do so, when filling in your hire order on the Bozar website select the option 'Collection of headset at Bozar'.

Please inspect the VR TO GO pack when you receive it. If the VR TO GO pack as delivered or picked up at Bozar is damaged, defective or does not work, please contact us as quickly as possible by email to [frans.robort@bozar.be](mailto:frans.robort@bozar.be).

### **3.4 Return or exchange**

Orders placed on the Bozar website are binding. There can be no exchange or refund and no order can be cancelled or changed, except for reasons as specifically provided for by law. Bozar may, however, exceptionally and entirely at its own discretion, agree to cancel or change an order, or effect an exchange or refund

### **3.5 Resale prohibited**

Any resale or counterfeiting of the VR TO GO pack is strictly prohibited. Bozar reserves the right to limit or prohibit orders that, in its judgment alone, seem to have been placed by unauthorised dealers, resellers or distributors.

### **3.6 Use of the VR TO GO pack**

Immediately upon the VR TO GO pack being accepted, i.e. after it is delivered by our delivery partner to the address given, or after you have picked it up directly at Bozar, and until it is returned to our delivery partner or returned directly to Bozar, you are fully responsible for the VR TO GO pack as well as for respecting the laws applicable to your possession and use of the VR TO GO pack.

You agree to use the VR TO GO pack: (i) for the purposes for which you rented it only; (ii) in a prudent and appropriate manner; and (iii) in accordance with the manufacturer's instructions regarding its use, maintenance and storage.

You also agree not to, or allow anyone else to: (a) make changes, substitutions and/or have any changes of any kind made to the VR TO GO pack or to any application or content included in it; and (b) undertake any reverse engineering, decompilation, decoding, decryption, disassembly or any attempt to derive the source code of the VR TO GO pack, including for any application or content included in it.

### **3.7 Ownership rights**

You understand and accept that the VR TO GO pack (including all the equipment and accessories supplied with it) is and shall remain the exclusive property of Bozar, and that the VR TO GO pack

(including all the equipment and accessories supplied with it) shall be only loaned to you for the rental period as determined at the time of placing your order.

You also understand and accept that any application and any content included in the VR TO GO pack or made available to you through the VR TO GO pack are and shall remain the exclusive property of Bozar. It is forbidden to reproduce, create derived products, store, download, or copy these in any way, in full or in part. Bozar retains full rights on all the aforementioned.

### **3.8 Guarantee exemption**

Bozar shall take reasonable and appropriate health and security measures in relation to the rental of the VR TO GO packs, but issues no guarantee in this respect.

### **3.9 Disclaimer**

You understand that there can be a danger related to participating in virtual reality activities and that there is a risk of physical or psychological injury or problems relating to health (including, in particular, nausea, disorientation, faintness, dizzy spells, vertigo, convulsions, travel sickness, general discomfort, headaches or anxiety), or risks of pain, suffering, death, temporary or permanent disability and/or emotional problems due to participation in such virtual reality activities. You understand and accept that you are assuming of your own free will and in full knowledge of the facts all the risks, known or unknown, associated with your VR TO GO pack, including any application and any content made available to you through the VR TO GO pack.

Insofar as permitted by the applicable law, you hereby agree to release and exonerate Bozar, unconditionally and irrevocably, from any responsibility in regard to actions, causes of action, debts, complaints or requests of any form and of whatever nature, known or unsuspected, and even if they result from negligence on the part of Bozar, which could stem from or be linked to the rental of a VR TO GO pack, including any application and any content made available through this rental.

### **3.10 Questions or problems**

We invite you to check your order confirmation on reception and to contact us if there is a problem. If you have any questions about your order, please communicate with us by email to [frans.robort@bozar.be](mailto:frans.robort@bozar.be). Our team will be happy to assist you.

### **3.11 COVID-19**

If you have chosen the free pick up of the VR TO GO pack at Bozar and you have symptoms associated with Covid-19, please contact us by email addressed to [frans.robort@bozar.be](mailto:frans.robort@bozar.be) as soon as possible to postpone pick up of your VR TO GO pack.