



**GENERAL TERMS AND CONDITIONS OF USE OF
THE KABOOM CHILDREN'S ENTERTAINMENT CENTRE WEBSITE
(www.KaBoomBG.com)**

These general terms and conditions govern access to and use of the website, as well as the submission of informed consent (waiver) forms in connection with children's visits to the KaBoom Children's Entertainment Centre, located in Rousse, 121D Lipnik Boulevard, Mall Rousse, 1st floor (hereinafter referred to as '*the Children's Centre*').

The Children's Centre is operated and managed by 'M.O. Rousse' EAD, UIC 175322411, with its registered office and address of management at: 43 Bregalnitsa Street, 2nd floor, 1303 Sofia.

This website is the property of "M.O. Rousse" EAD.

By accessing and using this website, its features and/or the information contained therein, you acknowledge that you have read and accepted these general terms and conditions. If you do not agree with the general terms and conditions, please cease using the website.

You can find out how and what personal data is processed in connection with accessing and using the website and visiting the Children's Centre – both your own and that of the child you are accompanying – by reading **the following documents** published on the website: **Privacy Policy, Cookie Policy and Mall Rousse CCTV Policy.**

The website provides the technical means to complete, sign and submit declarations of informed consent (waivers) from a parent, guardian, another person responsible for the care of a child under the Child Protection Act, or another adult accompanying the child.

'M.O. Rousse' EAD and the Children's Centre do not operate an online shop and do not enter into contracts for the sale of goods and/or services via this or any other website.

Submission of an informed consent (waiver) form

Only adults are entitled to complete, sign and submit a declaration of informed consent (waiver). Any waiver found to have been submitted by a person under the age of 18 shall be deemed invalid.

If you are accompanying more than one child, a waiver must be submitted for each child separately. To submit a declaration of informed consent (waiver), follow the steps below:

1. click the 'SIGN WAIVER' button
2. complete the online form
3. sign the completed waiver by applying an electronic signature (image) using your finger, a stylus or a mouse, depending on the type of device you are using

!! The electronic signature you provide constitutes a simple electronic signature within the meaning of the Electronic Document and Electronic Signature Act (EDESA), and by signing and submitting the waiver, you agree that it has the same legal force as your handwritten signature.

A waiver signed and submitted in this way constitutes a valid expression of your will.

4. Upon successful submission of the waiver, a confirmation will be displayed with a unique alphanumeric number and a QR code

5. Please print or save the confirmation on your device and show it to the staff at the entrance to the Children's Centre

6. The waiver is valid only for the child's visit on the date on which it was submitted. No confirmation SMS/Viber messages or emails are sent for waivers submitted via the website.

"M.O. Rousse" EAD accepts no liability for any lost or destroyed unique number/QR code or screenshot.

If you have failed to save, or have lost or destroyed, the confirmation of your submitted waiver, you may ask a member of staff at the Children's Centre's entrance for assistance. Our staff member can check and confirm that you have submitted a waiver upon being provided with your full name (first name and surname), and, if you have submitted waivers for more than one child on the same date, the full name (first name and surname) of the relevant child.

The user is solely responsible for providing true, accurate and complete information when completing the waiver form.

If you decide to postpone your visit to the Children's Centre to another day, or if you have made any errors in the details provided in the waiver form, you may contact the Children's Centre on 0893613610 or by email: kaboom@mallrousse.bg and request that the waiver you have already submitted be deleted, after which you can submit a new waiver with the details you require.

In the event of waivers with identical content submitted on the same day, 'M.O. Rousse' EAD will retain and process only the waiver that was last submitted by you before the child you are accompanying entered the Children's Centre.

Other terms and conditions

The entire content of the website is subject to the copyright of 'M.O. Rousse' EAD, with all rights reserved and all legal consequences. You may download or print individual pages and/or sections provided that you do not breach the requirements and provisions of the Copyright and Related Rights Act (CRRA). You may not reproduce (in whole or in part), transmit (electronically or otherwise), modify, link to, or use this website for any public or commercial purpose without the prior express written permission of "M.O. Rousse" EAD.

'M.O. Rousse' EAD accepts no liability for information (including its completeness) contained on websites to which this website provides hyperlinks.

"M.O. Rousse" EAD endeavours to keep the information on the website up to date, although this does not preclude the possibility of occasional factual omissions.

Unless otherwise provided for in these general terms and conditions, 'M.O. Rousse' EAD accepts no liability for the volume, accuracy or completeness of the information on the website, nor for any consequences, including any damages, arising from or in any way connected with access to or use of this website, its functionalities and/or the information contained therein.

The information on the website is provided in accordance with current legislation, without any guarantee as to its suitability for a particular purpose, its integrity, or its freedom from computer viruses or other threats.

The use of the data, features and information contained on the website is at the user's own initiative, discretion, expense, risk and responsibility, subject to the restrictions in favour of the copyright holder – 'M.O. Rousse' EAD, under the Copyright and Related Rights Act.

The user is solely responsible for their own perceptions and interpretation of the accuracy, completeness and usefulness of the information contained on the website.

‘M.O. Rousse’ EAD does not guarantee the trouble-free and uninterrupted operation of the website and/or all its functionalities, nor does it guarantee trouble-free and uninterrupted access to them.

“M.O. Rousse” EAD reserves the right at any time, without prior notice and without liability for compensation, to terminate access to the website or any part(s) thereof, as well as to suspend, discontinue, modify or add features to the website.

The website owner reserves the right to make any changes to the data, information and terms of use without prior notice. Such changes shall take effect from the moment they are published on the website.

In the event of subsequent versions or updates to these general terms and conditions, the changes will be published on the website with an indication of their date. If you do not agree with the updates and changes, please cease using the website.

These terms and conditions are governed by the laws of the Republic of Bulgaria.

Version: 1.1

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