

[FLYING SCOTSMAN VIRTUAL REALITY EXPERIENCE]

TERMS AND CONDITIONS

1. Definitions and Interpretation

In these T&Cs the following capitalised terms have the following meanings:

“**Museum**” means the Board of Trustees of the Science Museum whose address is Exhibition Road, South Kensington, London, SW7 2DD;

“**T&Cs**” means these terms and conditions;

“**Customer**” means any person buying a ticket to the VR Experience;

“**Participant**” means any person participating in the VR Experience; and

“**VR Experience**” means Scotsman virtual reality experience at the National Railway Museum, York

2. Agreement

Anyone admitted to the VR Experience or located on Museum premises at the VR Experience is deemed to have read, understood, and agreed to these T&Cs.

3. Tickets and Visit

3.1. The Museum’s ticket terms and conditions apply to any purchase of tickets for the VR Experience. These can be found at: <https://www.railwaymuseum.org.uk/ticket-terms-and-conditions>. If there is any inconsistency between these T&Cs and the ticket terms and conditions, these T&Cs will prevail.

3.2. While on Museum premises and during the VR Experience the Participants are required to comply with the Museum’s visit guidance available at: <https://www.railwaymuseum.org.uk/visit>.

4. Minimum age and height

Participants must be at least 8 years old and 1.2m tall to participate in the VR Experience. Participants under the age of 12 must be accompanied by an adult at all times.

5. Safety

5.1. The Participants acknowledge and agree that participation in the VR Experience requires the Participants to move around with a headset which can be dangerous and can involve personal risks, and the Participants enter Museum premises and participate in the VR Experience voluntarily and at their own risk.

5.2. The Participants must follow all instructions from Museum staff at all times during the VR Experience and on Museum premises. If the Participants do not comply with instructions from Museum staff, the Museum reserves the right to immediately suspend admission of the Participant to the VR Experience and require the Participant to vacate Museum premises, with no option for a refund or credit.

5.3. The use and possession of alcohol and illegal substances is prohibited. If the Museum staff suspects possession and/or use of alcohol or illegal substances by the Participant, the Museum reserves the right to immediately suspend admission of the Participant to the VR Experience and require the Participant to vacate Museum premises, with no option for a refund or credit.

6. Health

6.1. The Participants acknowledge and agree that some may find the VR Experience unsettling or nausea-inducing. Symptoms can include [headaches, eyestrain, disorientation, vertigo and vomiting]. Any Participant experiencing these symptoms must immediately suspend the VR Experience (if it is safe to do so), inform Museum staff and follow their instructions. If the Participants become overwhelmed by the VR Experience (including but not limited to the

symptoms set out above) and cannot complete the session, Museum staff will be as accommodating as possible, but the Museum will not offer a refund or credit. If the Participants find the headset uncomfortable or if the headset does not fit leading the Participants to not be able to participate in the VR Experience, the Museum will not offer a refund or credit.

6.2. Participants should be in good general health. Participants with the following medical conditions are not allowed to participate in the VR Experience:

- Are prone to motion sickness
- Have impaired balance or conditions that affect your ability to safely perform physical activities
- Have heart, orthopaedic or other serious medical conditions
- Have a pacemaker and/or other implanted medical devices
- Are or may be pregnant
- Have a history of epilepsy (or any related conditions)

6.3. The Participants may wear glasses if the frame is no larger than 150mm width., as this should fit within the headset. Any Participants with larger frames will not be able to wear their glasses while participating in the VR Experience.

6.4. The Participants acknowledge and agree that the Museum has not carried out any medical checks on them and by participating in the VR Experience the Participants confirm that they are not aware of any pre-existing medical conditions or health issues that may put the Participants at risk of harm.

6.5. The Customers and Participants may confirm with the Museum whether the Participants are able to participate in the VR Experience by contacting the Museum Contact Centre (info@ScienceMuseumGroup.ac.uk). Participants with a disability should contact the Museum Contact Centre (info@ScienceMuseumGroup.ac.uk) at least one week prior to the VR to ensure that they can be appropriately accommodated.

7. Liability of the Customer and the Participants

7.1. The Participants and the Customer will be liable for any injuries caused to Museum employees or any third parties as part of the Participants’ participation in the VR Experience.

7.2. The Participants and the Customer indemnify the Museum against all claims in respect of damage caused by the Participants while on Museum premises.

8. Law and Jurisdiction

These T&Cs and any dispute arising in connection with these T&Cs or the VR Experience shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.