

# Conditions of Entry (non-Event) at the Splash-N-Surf (Kids Pool, Lazy River, Water Play Area and Stingray)

The Kallang Group Pte. Ltd. ("**the Company**") as a venue owner is dedicated to providing a safe, comfortable and enjoyable environment for its patrons. In support of this, the following conditions of entry ("**Conditions of Entry**") apply to entry for activity") at the premises which patrons are entering ("**Venue**"). The full terms and conditions of booking and ticket sale and entry ("**T&Cs**"), incorporating these Conditions of Entry, is available by contacting the customer care team (+65 6653 8900) and at <a href="www.thekallang.com.sg">www.thekallang.com.sg</a>. For certain Activities, these may be supplemented by additional specific terms and conditions, details of which will be on a patron's ticket, booking slip or pass and/or posted on the relevant Activity page at <a href="www.thekallang.com.sg">www.thekallang.com.sg</a>. If a patron does not consent to the T&Cs, the person must not enter the Venue, the patron consents to be bound by the T&Cs including the following Conditions of Entry.

#### 1. Safety and Behaviour

- 1.1 At the point of entry and also whilst inside the Venue, patrons are required to:
  - 1.1.1 comply with the directions or announcements from the Company's staff and any other requirements relating to access, order, behaviour and safety given by the Company or authorities;
  - 1.1.2 maintain safe, prudent and respectful behaviour at all times;
  - 1.1.3 be responsible for personal items. The Company will not be responsible for any damage to, loss or theft of a patron's personal property;
  - 1.1.4 keep escape routes and corridors, landings and stairwells clear of obstruction caused by a patron's personal property, or any equipment brought to the Venue.
- 1.2 Diving, pushing and running, rough play, horseplay, stunts and dunking are strictly prohibited.
- 1.3 Swinging, climbing, hanging or pulling on any equipment is prohibited.
- 1.4 Patrons acknowledge that some activities and associated activities can be dangerous.
- 1.5 Patrons participating in the Activity do so at their own risk and assume all risk and liability for personal injury or death including that of any children associated with attending the Activity. The Company shall bear no liability for any personal injuries, health problems or death sustained at or after an Activity, including directly or indirectly resulting from any existing medical condition.
- 1.6 Upon activation of the Lightning Warning System (Horn and Siren), all patrons are to leave the water and seek shelter. The management will advise when it is safe to continue the water activities.

### 2. Entry and Exclusion

- 2.1 For all entries, each patron must produce their entrance ticket, booking slip or pass to gain admission. Each patron must check in at the customer care counter to receive the entrance ticket. Entrance tickets and bookings are non-transferable.
- 2.2 The Company reserves the right at all times to refuse entry to or remove any person from the Venue. This includes, but is not limited to the following circumstances:
  - 2.2.1 the presence of the person would be detrimental to or compromises safety at the Activity;
  - 2.2.2 person is deemed to be disorderly and/or intoxicated;
  - 2.2.3 persons wearing or displaying commercial, political or other offensive signage or logos, except for official merchandise or other Activity related clothing worn in good faith;
  - 2.2.4 entry to the Venue or an area prohibited to the general public within the Venue was unauthorised or obtained illegally;
  - 2.2.5 persons who refuse to be inspected or submit their belongings for inspection for prohibited items;
  - 2.2.6 adverse weather, dangerous situations or any other causes that will affect the safety of the patrons;
  - 2.2.7 persons who do not adhere to the age requirement at the Activity;
  - 2.2.8 person entering the Venue with an open wound, skin disease, sore or inflamed eyes, nasal or ear discharge, communicable disease, respiratory infection or experiencing any diarrhoea or nausea;
  - 2.2.9 person who spits, blows nose, urinates or defecates in the pool;
  - 2.2.10 the Venue is over capacity. (It may be re-opened by management when capacity is at a safe level);
  - 2.2.11 person who throws any projectile;
  - 2.2.12 person is found to be in possession of items prohibited under clause 3 within the Venue;
  - 2.2.13 person is found to be smoking within the Venue, unless it is a designated smoking area; and
  - 2.2.14 person is found to be vaping within the Venue.
- 2.3 No refund or compensation will be made under any of these circumstances.
- 2.4 The Company reserves the right to issue a banning notice which prohibits entry to the Venue for a specified period of time. The Company will refuse entry or remove from the Venue any person who has been issued with a banning notice.

# 3. Restricted / Prohibited Items

- 3.1 The following restricted/prohibited items are banned in the Venue:
  - 3.1.1 weapons, or resemblance of weapons, including but not limited to knives, firearms, blunt offensive objects/batons and those with sharp ends;
  - 3.1.2 fireworks/flares;
  - 3.1.3 laser pointers;
  - 3.1.4 illegal substances including controlled, dangerous or illicit drugs;
  - 3.1.5 glassware or glass bottles;
  - 3.1.6 alcohol:
  - 3.1.7 animals are not allowed at the waterbed and water feature areas
  - 3.1.8 banners or flags larger than 1m x 2m;
  - 3.1.9 flag poles
  - 3.1.10 lifejackets and personal flotation devices, unless otherwise permitted in these Conditions of Entry;
  - 3.1.11 remote control cars, drones or unmanned aerial vehicles; and
  - 3.1.12 other items as determined by the Company that may cause injury or public nuisance.

### 4. Photographs, Images and Recording

- 4.1 Photography of any kind is strictly prohibited without prior written approval of the Company. If approved, photographs must not be taken of persons and may be used only for private non-commercial purposes.
- 4.2 Video / audio recordings devices including but not limited to camcorders and action cameras are prohibited. Tapes, films or other recordings may be destroyed.
- 4.3 In all circumstances, the use of cameras, video cameras or any device containing camera equipment of any kind is prohibited in changing rooms, toilets, bathrooms and shower facilities.
- 4.4 The use of any recording, data or image taken within the Venue without the Company's consent for commercial gain, public advertisement, display or any other purpose, except for private non-commercial purpose, is prohibited.
- 4.5 Any person who makes, reproduces or uses any recording, data or image for use prohibited under clause 4.4 shall assign in writing all copyright and intellectual property rights to the Company or its assignees.

4.6 Equipment including but not limited to CCTV, film cameras and sound recording are present at the Venue. By entering the Venue and/or attending the Activity, patrons consent to being filmed and recorded and for the Company and any assignees to use the patrons' image, likeness and any sound recording for any media or other purposes including public transmission, advertising or promotional purposes, without payment or claim to copyright or intellectual property rights. Patrons consent to footage being shared with police and authorities where necessary.

#### General Conditions

- 5.1 The Venue does not permit smoking unless an area has been designated.
- 5.2 The Venue does not permit vaping.
- 5.3 The Company may postpone, cancel, interrupt or stop the use, or deny access to the Venue for any dangerous situation, maintenance works or any other causes without notice, without any compensation to the patrons.
- 5.4 Should any equipment or property at the Venue be broken, damaged or lost, or should any damage be done to the Venue, the patron shall pay a sufficient sum to make good such damage or loss. No equipment or property shall be altered or modified without the prior written approval of the Company
- 5.5 Water toys, noodles, kickboards are allowed in the Kids Pool, Water Play Area and Lazy River.
- 5.6 Footwear is strictly prohibited in the Kids Pool, Water Play Area, Lazy River.
- 5.7 Non-toilet trained children must wear swim nappies under swimsuits. Strictly no changing of swim nappies or nappies in the area.
- 5.8 All patrons are responsible for cleaning up debris for themselves and for any patrons under their supervision.
- 5.9 Proper swimwear must be worn at all times and includes one/two-piece swim suits, swim trunks and jammers, swim board shorts, rash guards, wet suits, hijood/burqini or other approved religious swimwear, swim waterproof nappies. Swimwear material should be colourfast and lightweight, such as lycra, spandex, polyester or nylon.
- 5.10 Sharp objects and objects with protruding designs such as keys, watches and jewellery are strictly prohibited.
- 5.11 Any belongings left in the lockers after Venue operating hours will be removed and disposed of without the responsibility of the Company for any damage or loss by any cause whatsoever.

### 6. Specific Information and Conditions

- 5.1 Water Play Area
  - 6.1.1 Suitable only for children under 12 years old.
  - 6.1.2 Children under 5 years old must be within arm's reach of a responsible person aged 18 years old or older.
  - 6.1.3 Children aged 5-8 years old must be actively supervised\* by a responsible person aged 18 years or more.
- Kids Pool Area (depth 0.6 metre)
  - 6.2.1 Suitable only for children under 12 years old.
  - 6.2.2 Children under 5 years old must be within arm's reach of a responsible person aged 18 years old or older.
- 6.2.3 Children aged 5-12 years old must be actively supervised\* by a responsible person aged 18 years or older.
- 6.2.4 All non-CE EN ISO 12402-5, United States Coast Guard and equivalent certified recreational personal flotation devices are prohibited.
- 5.3 Lazy River (depth 1.0 metre)
  - 6.3.1 Children under 12 years old and under 1.2m in height must always be accompanied by a responsible person aged 18 years old or older.
  - 6.3.2 Entry to the Lazy River is permitted only with a valid wristband issued by the Company.
  - 6.3.3 Swimming in the Lazy River is prohibited.
  - 6.3.4 Only Splash-N-Surf tubes are permitted to be used at the Activity.
  - 6.3.5 Standing, kneeling, diving or jumping on or from the tube is prohibited.
  - 6.3.6 All non-CE EN ISO 12402-5, United States Coast Guard and equivalent certified recreational personal flotation devices are prohibited.
- .4 Stingray
  - 6.4.1 Patrons taller than 1.2m are allowed on the Activity.
  - 6.4.2 Patrons must complete the user form and disclaimer and attend a safety induction prior to the Activity.
  - 6.4.3 Patrons must wear a rash guard and helmet prior to participating in the Activity and follow the instructions of the the Company staff and signage at all times.
  - 6.4.4 Only Stingray boogie boards and skim boards are permitted at the Activity.

## Miscellaneous

- 7.1 The Company may hold liable for prosecution any person who breaches any of the above Conditions of Entry.
- 7.2 Please note the Company reserves the right to alter the Conditions of Entry without prior notice. The above Conditions of Entry may vary between sports or entertainment events ("Event") at the Venue and may be reflected on the specific Event page via <a href="https://www.thekallang.com.sg">www.thekallang.com.sg</a>.

## 8. Emergency telephone number

- 8.1 In case of assistance or emergency, please contact (+65) 6653 9292.
- \* Actively supervised means watching the child always and being able to provide immediate assistance.