

TERMS AND CONDITIONS OF USE

QUICK HANDS

1. ACCEPTANCE OF TERMS

By participating in the QUICK HANDS game, you ("User") agree to abide by these Terms and Conditions. This agreement is binding between you, LIDS and the Game Developer. If you do not agree with these terms, you must not use the Game.

2. ELIGIBILITY

- (a) The Game is available to all visitors of the LIDS NBA store at the Mall of America.
- (b) Users under the age of 18 ("Minors") must have permission from a parent or legal guardian to participate. By allowing a minor to participate, the parent or guardian accepts full responsibility for the minor's actions and compliance with these terms.

3. CODE OF CONDUCT

Users agree to:

- Engage in the Game responsibly and respectfully towards other participants and staff.
- Refrain from any behavior that is disruptive, unsafe, or offensive.
- Not misuse or attempt to alter or interfere with the Game's software or hardware.

4. USE AT YOUR OWN RISK

- (a) The Game is provided for entertainment purposes only. Users acknowledge and assume all risks associated with participation.
- (b) LIDS, the NBA, and the Game Developer are not responsible for any injuries, damages, or losses arising from use of the Game, including but not limited to physical injury, property damage, or data loss.
- (c) Users with health conditions that may be affected by flashing lights, motion, or prolonged screen use should consult a physician before playing.

5. PARENTAL RESPONSIBILITY FOR MINORS

- (a) Parents or guardians are responsible for supervising Minors while they participate in the Game.
- (b) LIDS, the NBA, and the Game Developer are not liable for any actions taken by Minors while using the Game.
- (c) By allowing a Minor to participate, the parent or guardian waives any claims against LIDS, the NBA, and the Game Developer arising from the Minor's use of the Game.

6. INTELLECTUAL PROPERTY

- (a) All Game content, including graphics, sound, and software, is the property of LIDS, the NBA, or the Game Developer and may not be copied, modified, or distributed without authorization.
- (b) Any feedback or suggestions submitted regarding the Game may be used without obligation

or compensation.

7. PRIVACY POLICY

- (a) The Game may collect non-personal data for analytics and performance improvement.
- (b) No personally identifiable information will be collected without User consent.
- (c) The use of data is subject to the privacy policies of LIDS.
 - (i) Lids: <https://www.lids.com/privacy-policy/>
- (d) **LIMITATION OF LIABILITY**

(a) LIDS, the NBA, and the Game Developer provide the Game "as is" and make no warranties, express or implied, regarding its functionality, availability, or suitability.

(b) In no event shall LIDS, the NBA, or the Game Developer be liable for indirect, incidental, or consequential damages arising from use of the Game.

9. TERMINATION

LIDS, the NBA, or the Game Developer may terminate access to the Game at any time, without notice, for any violation of these Terms or for operational reasons.

10. GOVERNING LAW

These terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict of law principles. Any disputes shall be resolved in the courts of Minnesota.

BY PARTICIPATING IN THE GAME, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS AND CONDITIONS.