



# STANDARD TERMS AND CONDITIONS (1.6.2016)

## 1. Scope of Standard Terms and Conditions

The WINDOBONA- website is operated by Skydiver GmbH, Prater 38A, 1020 Vienna. These Standard Terms and Conditions shall apply to the presentation of services, reservations, purchases and other use of the website as well as the products and services described on the website.

## 2. Scope of Services

Skydiver GmbH operates this website for the sale of flight time at the indoor skydiving facility in Vienna Prater ("tunnel time") and vouchers for tunnel time. Our customers can make direct, binding reservations for tunnel time for a specific time or a precisely defined period ("ticket") via the WINDOBONA- website. Customers can also purchase vouchers for tickets ("vouchers") including certain extra services (e.g. a DVD of their skydiving experience) via the WINDOBONA website. When you purchase a ticket or a voucher, you will have the possibility of checking all your data (e.g. name, address, mode of payment and articles ordered) and changing them if necessary before making your order. If, after checking all the relevant data and accepting our Standard Terms and Conditions, you press the "Submit order" button, you have already made a binding offer to Skydiver GmbH. This offer will be accepted (and a contract concluded) when we send the goods which were ordered (reservation confirmation for your ticket or voucher) to you. If you would like a printed copy of your order data, you may print the order confirmation which will appear on your screen after you have submitted your order. You will also receive all the relevant data of your order by email. You can then print the email.

## 3. Redemption of vouchers

When full payment has been made (see section 6 below), vouchers entitle you or the person designated by you to reserve tunnel time for one person irrespective of the current price of a ticket. For two or more persons, it is necessary to purchase and redeem at least one voucher per person. Vouchers remain valid for 3 years from date of issue. During this period, the risk of price increases for tunnel time will be borne by Skydiver GmbH. When this period has elapsed, it is no longer possible to redeem a voucher for reasons connected with our price calculation and capacity planning. The date of issue of your voucher is printed on your voucher. Vouchers are transferable and may be redeemed by any person who meets the conditions for our skydiving experience (for further information on the conditions, please refer to the menu item "I want to fly" on the "Can I fly" page of the WINDOBONA website). Within their period of validity, vouchers for a specific tunnel experience may be exchanged for other vouchers upon payment of an administration charge of €15.00. The administration charge cannot be paid using a voucher. The new voucher issued will have a period of validity of three years. If a voucher is exchanged for a voucher with a higher price, the customer must pay the price difference. If the new voucher is less expensive than the original voucher, the price difference will remain as a credit on the original voucher. Vouchers won in competitions and promotion vouchers may not be exchanged or set off against existing orders/reservations or combined with other WINDOBONA promotion campaigns or discounts. In such cases, vouchers are also subject to the conditions printed on the voucher and/or the competition documents and the conditions of the relevant competition. After entering the data of your voucher on the WINDOBONA website, you will be able to inspect the services concerned, the conditions for participation and our Standard Terms and Conditions, to accept these conditions and submit a binding reservation enquiry to us. Upon the confirmation of a reservation enquiry by Skydiver GmbH, a contract will be deemed to have been concluded between the holder of the voucher and Skydiver GmbH. The Skydiver GmbH reservation software will send an automated reservation confirmation to the customer by email. In some cases, the reservation confirmation will be sent



immediately following the reservation enquiry for printing out by the customer. If a confirmed reservation is not used or the arrival for the reserved time is too late without a prior notice, the voucher loses the validity.

#### **4. Prices/packaging and shipment**

The prices at which tickets and vouchers are offered are binding. All prices quoted are gross prices, plus packaging and shipping charges if applicable. Normally, tickets and vouchers are dispatched by email free of charge.

#### **5. Payment and Delivery - Set-off and Retainer**

Various modes of payment may be available for goods and services ordered, including direct debit, invoice or credit card. Skydiver GmbH reserves the right to exclude certain modes of payment in individual cases. The modes of payment which are available are indicated on the WINDOBONA Website. Goods will be delivered to the person and address designated by the customer. Depending on the type of shipment, mode of payment and destination selected by the customer, goods will be delivered either immediately or within one week. In the event of strikes and force majeure, delivery periods will be extended by the resulting delay. This also applies in the event that the customer fails to perform any of its obligations. In the event of loss, suspected loss or theft of vouchers, please contact the Skydiver Customer Service Department immediately.

Skydiver GmbH Customer Service Department/Abteilung Kundenservice

Prater 38A, A-1020 Vienna

Phone: +43 (1) 720 02 12 Mon - Fri from 9.00 a.m. to 5.00 p.m. | Email: [office@windobona.at](mailto:office@windobona.at)

Immediate notification is necessary in order to ensure that the access codes on the voucher are blocked. Skydiver GmbH will assume no liability whatsoever for the unlawful redemption of any voucher which has not been reported as lost or stolen. The availability of the Skydiver Customer Service Department, ordering and delivery dates and courier service fees for orders placed before public holidays (especially Christmas) may vary. Further information on these conditions is available from the

Customer Service Department. The customer shall not be entitled to set off any amount from amounts due to except where such counterclaim is recognised or not disputed by Skydiver GmbH or an enforceable judgement has been rendered in respect of such counterclaims. The customer shall also not be entitled to exercise any right of retainer except in respect of claims in connection with the same contractual relationship.

#### **6. Retention of Title/Rescission in the Event of Non-Payment/Delay in Payments**

The goods (ticket, voucher) shall remain the property of Skydiver GmbH until full payment is received by Skydiver GmbH. Payment shall be made no later than 7 days after the issue of the invoice (invoice date). Following the expiry of this payment period, Skydiver GmbH shall be entitled to rescind the contract and to cancel the Voucher. Nothing contained herein shall affect the statutory rights of Skydiver GmbH in the event of non-payment by the customer.

---

Prater 38a, 1020 Wien, Austria | Phone: +43 (1) 720 0212 |

[office@windobona.at](mailto:office@windobona.at)

[www.windobona.at](http://www.windobona.at)



## 7. Cancellation rights

The customer may cancel the contract for the purchase of vouchers or the reservation of a flight within 7 days without stating any reasons in text form (e.g. by letter, fax or email) or, if the cancellation period has expired when the goods are delivered, by returning the goods. The period for cancellation starts when the customer receives this information in text form or when the goods are received, whichever is later, but not before. The customer shall be deemed to have submitted a cancellation in good time if cancellation is submitted or goods are dispatched in good time. Cancellations and returned goods shall be addressed to:

Skydiver GmbH Customer Service Department/Abteilung Kundenservice

Prater 38A, A-1020 Vienna

Phone: +43 (1) 720 02 12 Mon - Fri from 9.00 a.m. to 5.00 p.m. | Email: [office@windobona.at](mailto:office@windobona.at)

Consequences of Cancellation in the event of a valid cancellation, the customer shall return to Skydiver GmbH promptly the goods and services received and any benefits enjoyed as a result of such goods or services. If it is not possible for the customer to return the goods received to Skydiver GmbH in whole or in part or the customer is only able to return goods in a condition which has deteriorated, the customer shall pay to Skydiver GmbH compensation for such non-returned goods or deterioration.

Goods which it is feasible to return via parcel services shall be returned at the risk of Skydiver GmbH. The customer shall bear the cost of returning goods if the goods are in accordance with the customer's order and the value of the goods to be returned does not exceed €40.00 or the value of the goods is higher and the customer has not paid the price or part of the price of the goods at the time when the customer cancels the contract. Otherwise, goods may be returned at the expense of Skydiver GmbH, in which case the parcel should be marked "postage to be paid by addressee". Obligations to refund payments shall be met between within 30 days starting from the submission of the customer's declaration of cancellation or the goods in the case of the customer and from the receipt of the declaration of cancellation or the goods in the case of Skydiver GmbH. The customer shall not be entitled to cancel any contract for the purchase of a voucher if the voucher has already been redeemed.

## 8. Resale

The customer shall not be entitled to resell any Skydiver GmbH Vouchers on a commercial basis unless otherwise agreed in writing with Skydiver GmbH. Skydiver GmbH hereby reserves all rights, including without limitation the right to claim compensation, in the event of any infringement of the provisions of this Section 8. For each individual infringement of this Section 8, the customer hereby undertakes to pay a penalty of €1000.00 and shall not be able to claim that several infringements constitute one continuous infringement. In any such case, Skydiver GmbH shall be entitled to claim from the customer compensation for loss or damage actually incurred in excess of said penalty.

## 9. Description of the Experiences

The description of an experience presented on the WINDOBONA Website is correct as of the date when it was posted on the WINDOBONA Website. The content of experiences may be subject to minor changes. Skydiver GmbH will use its best efforts to reflect these changes in the general description of the experience on the WINDOBONA Website. A more precise description of experiences may be obtained by calling the Skydiver GmbH Customer Service Department (see Section 5).

---

[Prater 38a, 1020 Wien, Austria](mailto:office@windobona.at) | [Phone: +43 \(1\) 720 0212](tel:+4317200212) |



Photographs used in connection with descriptions of experiences on the WINDOBONA Website are used solely to illustrate the descriptions. Such photographs are not binding and experiences may vary from them. The durations quoted for the various experiences on the WINDOBONA Website are intended purely as an indication of the time which will be spent by the customer on the tunnel experience concerned. Tunnel experiences may be shared with other participants. Customers must therefore expect certain waiting times. The times published on the WINDOBONA Website are therefore non-binding and some variation is possible. Skydiver GmbH assumes no guarantee whatsoever concerning the properties or freedom from defects of the data or map excerpts presented on the WINDOBONA-Website.

## **10. Requirements for Participation in an Experience**

Only persons who meet certain personal requirements (e.g. age, health, weight – for further information on the conditions, please refer to WINDOBONA-Website) may take part in tunnel experiences. The conditions are stated in the description of the tunnel experience given on the WINDOBONA-Website. After a reservation has been made, the customer shall be responsible for ensuring that the customer or the person who is to take part in the experience meets the minimum requirements. In the event that the participant does not meet the minimum requirements, no refunds will be made. All the requirements for participation are stated in the current description on the WINDOBONA-Website. Skydiver GmbH requests all customers to read these descriptions carefully. Furthermore the flight instructors have the right to exclude a customer of the experience, when the customer obviously does not fulfill the requirements.

## **11. Availability**

Participation in a tunnel event depends on the availability of the event. Customers will find the latest dates on the WINDOBONA Website or may obtain information by calling the Skydiver GmbH Customer Service Department (see Section 5). Skydiver GmbH recommends customers to book experiences at least 14 days in advance. Reservations will only be deemed to have been made when the customer has received an electronic reservation confirmation. Skydiver GmbH recommends customers not to make travel and accommodation arrangements until they have received the reservation confirmation. If the customer is unable to take part in an experience which has been reserved, Skydiver GmbH shall not be under any obligation to reimburse travel or accommodation expenses incurred by the customer.

## **12. Physical Disabilities**

Skydiver GmbH welcomes the participation of persons with disabilities in its tunnel experiences. However, Skydiver GmbH would like to point out that participation may be difficult or impossible. In such cases, Skydiver GmbH will use its best efforts to make it possible for people with disabilities to take part in tunnel experiences. Skydiver GmbH therefore requests customers to provide information on any disabilities of the person who is to take part in experiences when placing orders. Skydiver GmbH will provide information concerning its facilities for persons with disabilities upon request.

## **13. Non-availability**

In the event that the availability of a specific technical facility or the participation of a specific person forms part of the content given in the description of any experience and said technical facility or person is not available on the date of the experience concerned, Skydiver GmbH reserves the right to provide an appropriate substitute facility or person or, in the event that this is not possible, to cancel the experience concerned, also at short notice. In any such case, the voucher shall remain valid.



In the event that it is not possible to produce a DVD which has been ordered by the customer in advance as a result of a technical fault in the video system of Skydiver GmbH, the customer shall not be entitled to a further flight free of charge.

#### **14. Changes in Services**

Any changes in the content of individual tunnel experiences or deviations following the purchase of a voucher will only be made if they are necessary and do not have a significant impact on the overall content of the event. There may be slight deviations in the content or procedure of a tunnel experience in the course of the year. In the event of a major change in the content of a tunnel experience, the customer shall, in the event that the voucher has not yet been redeemed, be entitled to rescind the contract free of charge or to select a voucher of equal value available on the WINDOBONA-Website.

#### **15. Liability**

The liability of Skydiver GmbH in contract and in tort shall be limited to loss or damage caused by wilful act or omission or gross negligence. In the event that liability for loss or damage caused by slight negligence claims shall be forfeited unless made within one year of the date when they arose. Descriptions and illustrations in the brochures, catalogues and other promotion material of Skydiver GmbH shall not be deemed to constitute any warranty towards the customer.

#### **16. Cancellation by the Customer/Postponement**

In the event that a voucher cannot be used within its period of validity by the customer or a person designated by the customer or it is not possible for the customer or a person designated by the customer to take part in a reserved flight, the customer or the person designated by the customer shall be responsible for ensuring that the voucher or reservation is used in another way (e.g. by giving it to another suitable person). The customer shall not be entitled to cancel or rescind the contract with Skydiver GmbH following the expiry of the cancellation period except for the reasons provided for by law. Postponements following the redemption of a voucher or the purchase of a ticket may be made solely by agreement with Skydiver GmbH. In any such case, Skydiver GmbH will charge an administration fee to cover the additional cost incurred by Skydiver GmbH taking into account any savings made and the use of the services concerned for other purposes. In any such case, the customer shall be entitled to prove that the additional cost incurred by Skydiver GmbH was lower. The amount of the administration fee shall be determined on the basis of the flying time reserved and the date when the postponement is received. The administration fee is as follows: First-time flyers, groups and companies: 2 minutes flying time: €15 | 4 minutes flying time: €25 | 6 minutes flying time: €35 | 10 – 20 minutes flying time: €50

Administration fee for all other first-time flyers, groups and company packages: Up to 10 days before the flight date: free of charge | 3 – 10 days before the flight date: 25% of the value of the package | 1 – 3 days before the flight date: 35% of value | on flight date: 50% of the value.

Administration fee for proflyer times:

Changes in reservations for packages/block times up to 60 minutes flying time: Up to 36 hours before flight appointment: free of charge | within 36 hours of flight appointment: 50% of the value of the flying time or new reservation for only 50% of the flight time originally reserved.

Changes in reservations for more than 60 minutes flying time: per one hour of flying time, the notice of cancellation/reschedule should arrive 3 days before flying date to move time free of charge.



For example: a reservation for three hours of flying time needs to be changed: the change must be received at least nine days before the original flight date. Shorter notice than the 3 days or more than 36 hours per hour of flying time booked, the cancellation fee is 30% of price or new reservation for only 70% of the flight time originally reserved. Within 36 hours of flight appointment: 50% of price or new reservation for only 50% of the flight time originally reserved.

We recommend participants to arrive 45 minutes before their reserved flight appointment. If a participant is not checked-in in person no later than 30 minutes before his or her reserved flight appointment, the reservation will be forfeited. We would like to remind customers of the possibility of concluding cancellation and baggage insurance as well as insurance contracts to cover return travel expenses in the event of an accident or illness.

## **17. Cancellation of Group and Event Packages**

The following deadlines and charges apply to the cancellation of reserved group and event packages: Up to 14 days before the event: free of charge | 13 – 7 days before the event: 50% of the price of the event | 6 – 3 days before the event: 75% of the price of the event | 2 – 1 day before the event: 80% of the price of the event | On flight date: 100% of the price of the event

## **18. Rescission by Skydiver GmbH**

Until the voucher has been redeemed, Skydiver GmbH shall be entitled to rescind the contract (for the purchase of the voucher) for reasonable cause, including without limitation: • in the event that Skydiver GmbH cannot reasonably be expected to provide the experience because unreasonable financial loss would be incurred for reasons for which Skydiver GmbH is not responsible; • in the event of force majeure. In any such case, Skydiver GmbH will promptly refund the price paid by the customer unless the customer exercises its right to reserve an experience of at least equal value with Skydiver GmbH.

## **19. Form of Declarations**

Declarations and notifications to be made or given by the customer to Skydiver GmbH or any third party shall be valid only if made in text form.

## **20. Intellectual Property Rights of Skydiver GmbH**

The customer shall be deemed to have recognised that the content of the WINDOBONA-Website and any software used in connection with the WINDOBONA-Website („WINDOBONA Software“) is covered by intellectual property rights and contains confidential information protected by statutory provisions, including without limitation provisions for the protection of intellectual property rights. The customer shall also be deemed to have recognised that content in the advertising of Skydiver GmbH and its partners or other third parties on the WINDOBONA-Website and information received by customers on the WINDOBONA-Website or through advertisements on the WINDOBONA-Website may be protected by copyright, trademarks, patents or other intellectual property rights or laws. Unless Skydiver GmbH or the third party concerned has not given express written permission, the customer shall not be entitled to modify, rent, lease, lend, sell, distribute or redesign works which may be downloaded from or are accessible via the WINDOBONA Website in whole or in part.

## **21. Use of the WINDOBONA-Website /Exclusion of Warranties**

Customers use the WINDOBONA Website at their own risk. Customers download or otherwise receive content in connection with the WINDOBONA-Website at their own risk and remain solely responsible for damage to their own computer systems

---

Prater 38a, 1020 Wien, Austria | Phone: +43 (1) 720 0212 |



or other technical equipment used in connection with the WINDOBONA-Website, for the loss of data or for any other loss or damage as a result of the downloading of content or other transactions on the WINDOBONA-Website. Any liability of Skydiver GmbH which may exist for whatsoever reason irrespective of this exclusion of liability shall be limited to loss or damage caused by wilful act or omission or gross negligence or the infringement of a material provision of the contract. In the case of loss or damage caused by the negligent infringement of non-material obligations under the contract or obligations in connection with contract negotiations, the liability of Skydiver GmbH for indirect damage or non-typical consequential loss or damage shall be excluded and any other liability of Skydiver GmbH shall be limited, as to amount, to the average loss or damage typically to be expected in connection with the contract. Nothing contained herein shall affect the strict liability of Skydiver GmbH under the Product Liability Act. Unless otherwise expressly agreed, any advice or information which the customer may receive in connection with the use of the WINDOBONA-Website, whether orally or in writing, shall not give rise to any warranty on the part of Skydiver GmbH.

## **22. Amendments to Standard Terms and Conditions**

Skydiver GmbH reserves the right to amend or supplement these Standard Terms and Conditions with effect from the future. The latest valid version of the Standard Terms and Conditions which is available for downloading from the WINDOBONA-Website shall apply in each case without it being necessary for Skydiver GmbH to give the customer specific notice of each amendment.

## **23. Applicable Law/Venue for Disputes/Miscellaneous**

The contract shall be governed by and construed and interpreted in accordance with the law of Austria.

If the customer does not have a general venue for disputes in Austria or another EU member state, is a business or company or relocates its permanent residence to another country after these Standard Terms and Conditions have entered into force or the customer's permanent or usual place of residence is not known when proceedings are instituted, the venue for any disputes arising out of or in connection with the contract shall be Vienna. Skydiver GmbH will store details of reservations. The latest valid version of the Standard Terms and Conditions is available on the WINDOBONA-Website.

Standard Terms and Conditions of Skydiver GmbH Prater 38A; 1020 Vienna

FN: 372551w, Gerichtsstand Wien

UID: ATU67089429

Date: June, 2016

This document can be printed using the printerfunction of your browser.