

## GENERAL TERMS AND CONDITIONS RELATED TO THE ONLINE - ORDERING SYSTEM of Para Club Wiener Neustadt („PCWN“)

### Preamble:

Para Club Wiener Neustadt ZVR-No: 071342837 is a registered non-commercial and not-for-profit association in all matters according to the federal tax code (Bundesabgabenordnung). Its main objective is the strengthening of physical and mental health through exercising sports. Within its regular affairs Para Club Wiener Neustadt offers interested people tandem-skydiving for recruitment purposes and the promotion of skydiving to the public. As part of the association's internet presence, Para Club Wiener Neustadt offers an online booking system which is used to facilitate the sale of vouchers, authorizing persons to undertake a tandem skydive according to the terms and conditions of a tandem skydive contract which has to be completed and signed on-site at the drop zone.

### I. General Terms:

- 1) An order of voucher-code via the online ordering system leads to a contract between the purchaser and Para Club Wiener Neustadt, A-2700 Wiener Neustadt Flugfeldgürtel 5, ZVR-No: 071342837, subsequently called "PCWN."
- 2) Each contract is based only on these GENERAL TERMS AND CONDITIONS, in their relevant version, at the time the contract is completed.
- 3) Only natural persons or legal entities with full legal competence are entitled to purchase tandem-vouchers (voucher-codes) via the online ordering system.

### II. Requirements:

- 1) Persons, who want to complete a tandem skydive using a voucher-code, have to fulfill the following personal requirements:
  - body height:
    - min. 1.35 m
    - max. 1.99 m
  - body weight: max. 85 kg  
(persons exceeding the weight limitation generally incur an extra fee and PCWN must verify the feasibility of a jump in advance)
  - miscellaneous:
    - general good health condition;
    - no impairment by alcohol or other intoxicating substances;
    - the explicit and verifiable consent of at least one parent or legal guardian is required until the age of 18;
    - the conclusion of a tandem skydive contract;
- 2) Besides these personal requirements it is explicitly noted, that unpredictable postponements or rescheduling may occur despite a scheduled appointment, due to the extreme weather-dependence of skydiving, but also other circumstances, such as airspace clearances or temporary changes of the drop zone.

### III. Ordering:

- 1) Payment for online purchases of PCWN tandem vouchers may

be completed only via either the PAYPAL - payment system of PayPal (Europe) S.à r.l. & Cie, SCA, or bank transfer to the account of PCWN at Raiffeisenbank Wiener Neustadt reg.Gen.mbH, account No. 138750, bank code 32937, denominated to Euros, account holder Para Club Wiener Neustadt.

- 2) It is explicitly noted that online appointment bookings at the time of ordering are only feasible by using the PAYPAL - payment system. For payments by bank transfer, appointment-bookings must be made after receipt of payment, either in person, by fax, by telephone or e-mail.

### IV. Online Order via PAYPAL, Completion of Contract:

- 1) The online ordering process via the PAYPAL payment system requires the following technical steps:
  - a) Selection of type and quantity of vouchers;
  - b) Acceptance of PCWN's GENERAL TERMS AND CONDITIONS;
  - c) Selection of the PAYPAL - payment system as the payment method;
  - d) Data entry for prearrangement of payment processing;
  - e) Authorization and completion of the order by release of payment through PAYPAL;
  - f) Reviewing and checking the summary of ordered services and personal information entered;
- 2) Clicking the button "Complete Ordering Process" creates a legally binding transaction.

### V. Online Order via Bank Transfer, Completion of Contract:

- 1) The online ordering process, with payment via bank transfer, requires the following technical steps:
  - a) Selection of type and quantity of vouchers;
  - b) Acceptance of PCWN's GENERAL TERMS AND CONDITIONS;
  - c) Selection of bank transfer as the payment method;
  - d) Data entry for prearrangement of payment processing;
  - e) Reviewing and checking the summary of ordered services and personal information entered;
  - f) Authorization and completion of the order by clicking the button "Complete Ordering Process";
  - g) Execution of the bank transfer;
- 2) Clicking the button "Complete Ordering Process" creates a legally binding transaction.

### VI. Processing of Orders, Code-delivery:

- 1) Electronically received orders will usually be processed on the same day, and no later than the next business day (Saturdays, Sundays & Holidays excluded). The purchaser receives an order-confirmation, invoice, as well as, **after receipt of payment**, a multi-digit code (freely transferable) by e-mail. The code authorizes a single tandem skydive under the terms and conditions of the tandem skydive contract to be completed and signed at the drop zone.
- 2) The purchaser is liable for loss, theft, or misuse of voucher-codes. PCWN will not replace the voucher or refund the fee in such a case. Each voucher-code can be redeemed only once.
- 3) After receipt of payment by PCWN, vouchers can be redeemed as follows by presenting the voucher-code:



- a) by the presenting person at the drop zone directly before take-off;
  - b) by the presenting person, in person, by fax or by telephone;
  - c) when booking the appointment via the online booking system as part of PCWN's website;
- 4) Voucher-codes can not be redeemed for cash. A voucher-code is valid for two years after receipt of the confirmation. Within this period PCWN is obligated to accept the voucher-code and to deliver the service as agreed.
- jurisdiction of the cognizant court at the place of fulfillment.
- 2) It does not affect the validity of the remaining terms, if any term of these GENERAL TERMS AND CONDITIONS is or becomes ineffective or invalid. The ineffective or invalid term is to be replaced by such a one, which comes closest to the economic intent of the ineffective or invalid term. The same applies to any gap in these GENERAL TERMS AND CONDITIONS.
- 3) Any communication to PCWN has to be made in writing to Para Club Wiener Neustadt, A-2700 Wiener Neustadt, Flugfeldgürtel 5 or by e-mail to tandem@paraclub.at.

#### **VII. Appointment Booking / Withdrawal:**

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- 1) The person placing the order or the designated passenger may cancel the booked appointment in case of voucher-redemption by letter, by fax, or by e-mail, without any reasons up to 7 days before the confirmed appointment. The receipt of the cancellation statement by PCWN is decisive. In this case the acquired voucher-code obtains its validity again until the original expiration date.
- 2) The voucher-code expires, if the person placing the order or the nominated person does not attend his / her booked appointment related to the redeemed voucher, or cancels less than 7 days before the scheduled date.
- 3) PCWN is free to cancel booked appointments, as circumstances according to Point II. 2) occur which jeopardize safe completion of the skydive within the prescribed time limit. In this case the acquired voucher-code obtains its validity again until the original expiration date and a new appointment can be agreed.
- 4) If it turns out that, within 7 days of the booked appointment, the person designated to jump does not comply with the personal requirements of point II. 1), the purchased voucher-code forfeits its validity.

#### **VIII. Costs, Billing and Terms of Payment:**

- 1) All prices are quoted in Euros and include no VAT in light of PCWN's tax exemption according to § 6.1. UStG.
- 2) All prices are quoted as price per passenger per skydive.

#### **IX. Security and Protection of Privacy:**

- 1) Treatment of personal data: PCWN is obliged to use personal data at best protection only in accordance with Austria's applicable laws and regulations. Data is not passed to third parties, except when necessary to fulfill the order.
- 2) Related to orders via the online ordering system, the person placing the order grants his / her permission for electronic processing of his / her personal data by PCWN for the purpose of accountancy, customer service, and promotional purposes (including e-mail delivery). It is possible to withdraw this permission by sending an e-mail to tandem@paraclub.at at any time.

#### **X. Final Clauses:**

- 1) These general terms are subject to Austrian law. Place of fulfillment is the place of administration of PCWN, A-2700 Wiener Neustadt, Flugfeldgürtel 5. All disputes arising from the legal relationship with this contract have to be ruled under the