

**GENERAL CONDITIONS
RELATED TO THE ONLINE ORDERING SYSTEM
of Para Club Wiener Neustadt („PCWN“)**

Preliminary:

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 to strengthen physical and mental health through sport. Within its regular affairs Para Club Wiener Neustadt offers tandem-skydiving to interested people for recruitment purposes and to promote 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 a 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 wish to complete a tandem skydive using a voucher-code must meet the following requirements:
 - body height: min. 1.45m, max. 1.99m
 - body weight: max. 90 kg (persons exceeding the weight limitation generally incur an extra fee and PCWN must verify the feasibility of a jump in advance)miscellaneous:
 - generally good health;
 - 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 and an PCWN-membership;
- 2) Besides these personal requirements it is explicitly noted that there may be unpredictable postponements or rescheduling of a scheduled appointment due to the extreme weather-dependence of skydiving, but also due to 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 VISA, MasterCard, Maestro, PayPal, EPS transfer, or bank transfer to the account of PCWN at Erste Bank, IBAN: AT49 2011 1837 4654 9200, BIC: GIBAATWWXXX, 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 VISA, MasterCard, Maestro, PayPal, EPS transfer - payment system. For payments by bank transfer, appointment bookings must be made after receipt of payment and after processed online.

IV. Online order, Completion of Contract:

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

V. Cancellation Right Information

You have the right to cancel the purchase within 14 days with no need for justification.

This grace period of 14 days starts after the receipt of the coupon code.

To cancel, you must inform us about your decision by means of a clear statement (e.g. a letter, fax or E-Mail). You can use the attached cancellation form, however it is not necessarily required. Please contact us at:

Para Club Wiener Neustadt
A-2700 Wiener Neustadt
Flugfeldgürtel 5
tandem@paraclub.at
ZVR: 071342837

To abide by the conditions, the notification must be sent before the end of the grace period.

VI. Cancellation process

If you cancel the purchase, we have an obligation to return the whole amount we have received from you within 14 days after the notification has been delivered. We use the same payment method for this refund as you have chosen, except there is a different way arranged directly with us. No bonus will be provided because of this refund.

If you have requested any of the services during the cooling-off period, the certain amount is to be paid.

Unless otherwise agreed by the parties, the right of cancellation shall not apply to contracts for the provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision of services (if an appointment has already been booked).

VII. Processing of Orders, Code-delivery:

- 1) Electronically received orders will usually be processed on the same day, and no later than 3 business days (Saturdays, Sundays & Holidays excluded). The purchaser receives an order confirmation and invoice, as well as a multi-digit code (freely transferable) by e-mail after receipt of payment. The code authorizes a single tandem skydive under the terms and conditions of the tandem skydive contract associated with an extraordinary PCWN membership 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) to the presenting person at the drop zone directly before take-off;
 - b) to 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 cannot be redeemed for cash. A voucher-code is valid for at least one year after receipt of the confirmation. Within this period, PCWN is obligated to accept the voucher code and to deliver the service as agreed. In case of redemption after the expiry date, vouchers will be counted against the current daily price with its issue price. To extend the validity of the voucher, to use the online booking system, a processing fee of 9,50 € falls due.

VIII. Appointment Booking/Withdrawal:

- 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 need for justification 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 becomes valid once again until its 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 should circumstances occur, as according to Point II, which could jeopardize the safe completion of the skydive within the prescribed time limit. In this case, the acquired voucher code becomes valid once 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, then the purchased voucher code forfeits its validity.

IX. 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.

X. Safety and Protection of Privacy:

We expressly refer to our privacy policy provided online at www.paraclub.at

XI. 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 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.