

Conditions



Area of validity of the GTC (Jan. 2019)

The organisation and implementation of Zipline offers and services are carried out on the basis of the following general terms and conditions (GTC).

Performance description

The Freizeitschule (leisure time school) Gröbming GmbH operates a 2.5 km long Zipline in Gröbming am Stoderzinken. The facility is officially accepted and approved by the district commission Liezen. The operator, the Freizeitschule Gröbming GmbH, disposes of an indemnity insurance required by law.

- The Zipline is an amusement facility underlying certain climatic conditions (wind, etc.).
- The air passenger has to familiarise himself with the air passenger regulations in advance of the flight, and for his information he has to confirm them in written form.
- The air passenger has to follow the organiser's instructions.
If the participant does not follow the operator's safety instructions, the operator has the right to exclude him from the event. In this case, the ticket expires without substitution.
- The air passenger has to ensure that he is dressed according to the weather. Weather appropriate clothing is not provided by the operator.
- During the execution of the flight programme, small delays may occur. (Waiting times may occur during check-in, coach transfer, boarding, due to rescue measures and influences of weather. Waiting times do not result in a reimbursement of the flight price!)
- Images, recordings and videos produced at the Zipline Stoderzinken may only be used for commercial purposes after approval by the Freizeitschule Gröbming GmbH.
- By signing the air passenger regulations and the GTC, the air passenger agrees that recorded film- and photographic material produced by the operator and his partners may be used without payment and without contradiction for PR-, advertising-, distribution- and marketing purposes. In this respect, no personal rights of his person are infringed. The photos and videos may be used by the Freizeitschule Gröbming GmbH free of charge, without a limit regarding time and space, as well as via all known types of use, e.g. on the internet, at press cooperations as well as in the context of further publications of all kinds. All rights regarding the production, distribution and publication of all above-mentioned photos, videos are exclusively reserved by the Freizeitschule Gröbming GmbH. This grant of rights and the usage are not impaired by rights of third parties (e.g. of further photographers, photo agencies, etc.).

Booking confirmation

You can sign in personally, in written form or online. A binding booking is created only when receiving the booking confirmation. Exempted thereof are bookings on-site, if the capacity allows such a booking – here, the guest receives his flight ticket directly (= booking confirmation).

Once the booking has been made, the person participating in the flight is responsible for

fulfilling the minimum requirements. If the minimum requirements are not fulfilled, a restitution of the ticket price is impossible.

Disabilities

It is possible for people with disabilities to participate in a flight with the Zipline. Nevertheless, we point out that a clarification with the doctor you can trust and with the operator is necessary before the booking. The execution of the flight could possibly be more complex.

Changes in performance

- After buying a flight ticket, changes may occur. If changes are not significant and do not impair the entire content and the effect of the booked flight considerably, these are communicated to the air passenger by the operator after he becomes aware of them.
- The indication regarding the flight duration incl. transfer serves as a reference point.
- The operator reserves the right to stop the execution of the flight prematurely in case of delays, e.g. due to weather, darkness, etc., which could bring about a safety risk. The flight tickets and coupons remain valid, if the flight passenger had to renounce the flight due to the reasons mentioned above. However, no claim for compensation in case of flight plan delays exists.
- The air passenger is aware of the fact that the flight may be interrupted or delayed due to safety reasons.
- The photographs and images used to advertise the offer serve as a general description. They are nonbinding and may vary.

Flight tickets and coupons

- The organiser is responsible for the execution of the flight. When buying a flight ticket or a coupon, the customer has the right to choose a date to execute the flight.
- From the acquisition of the coupon onwards, it is valid for 12 months. A prolongation is possible.
- All mentioned prices for coupons and tickets are final prices (incl. VAT).
- The tickets and coupons are transferable. They may be passed on to a suitable person conforming to the air passenger regulations.

Non-redemption of coupons

- If a coupon can't be redeemed by the specific person during the validity period, the customer has the responsibility to utilise the coupon otherwise (e.g. passing it on to another suitable person).
- The coupon expires without substitution when the air passenger is not present on the agreed flight date.
- Reschedulings have to be synchronised with the Zipline Stoderzinken by the air passenger in time and he has to inform himself about charges which may arise in case of reschedulings or cancellations on short notice.
- Withdrawal by the customer
You can withdraw at any time before the start of the transfer, the flight or after section 1 in the area of the intermediate station. In case of a premature withdrawal or a termination by the customer, or if he appears too late at the check-in, no reimbursement of the flight price takes place.

Withdrawal by the operator

- The operator reserves the right to cancel the flight on short notice due to influences of weather or other unpredictable conditions. In this case, the air passenger has the right to carry out the flight at a later date, at an alternative date agreed upon in advance.
- When booking the flight, the air passenger has to provide his current contact details including email and telephone number, so that he can be reached at any time by the operator. If a flight is cancelled, the air passenger is contacted via mail or telephone as early as possible. Before carrying out the flight, the air passenger is obliged to inform himself about a possible cancellation of the booked flight. The information on the execution of the booked flight can be sought on the homepage www.zipline.at, or by contacting the office. In this case, the flight ticket remains valid. However, further claims to the operator, e.g. claims for compensation (travel costs or possibly arising expenses) are excluded.

Liability for defects and damages

- The operator does not assume liability in case of loss or damage of deposited objects.
- The operator does not assume liability for injuries occurring during the flight due to lost, falling objects of the air passenger. Every air passenger is informed to take corresponding precautions.
- Using the Zipline Stoderzinken is accompanied by risks and dangers and is at one's own risk. In case of a non-observation of the rules for use, serious injuries or death may occur.
- Accidents or damages have to be announced to the operator immediately! The Freizeitschule Gröbming GmbH is liable for injuries to persons within the scope of the legal requirements, for material damage or property loss, the Freizeitschule Gröbming GmbH is only liable in case of malice or acts of gross negligence by the operator. This release from liability is also valid in favour of staff members of the operator as well as for performing- or vicarious agents authorised by him.
- 5. The flight takes place outdoors. No liability is accepted for possibly soiled or damaged clothes worn during the flight.

DSGV – Data Protection Basic Regulation

- The participant agrees that his personal data (name, address, email) will be saved for liability and warranties.

The participant agrees that his personal data (name, address, email) will be saved for the sending of advertising material, newsletter and rating platforms.

- The participant agrees that the photos and videos taken during the flights of Zipline are used for advertising purposes without further approval bei Zipline.
- At any time the participant has the right to revoke the given consent declaration within the legal regulations.

**Place of jurisdiction is the registered office of the Freizeitschule Gröbming GmbH.
Austrian law shall apply.**