

## General Terms and Conditions of PARA Tunnel Technologie GmbH (GTC)

### 1. Scope of Applicability

These GTC apply to the use of the website [www.flystationmunchen.de](http://www.flystationmunchen.de), [www.flystationmuenchen.de](http://www.flystationmuenchen.de), [www.flystationmunchen.de](http://www.flystationmunchen.de), [www.flystationmunich.com](http://www.flystationmunich.com), [www.shop.flystationmunich.de](http://www.shop.flystationmunich.de), the booking, purchase and use of the services and products of PARA Tunnel Technologie GmbH, Bajuwarenstrasse 1, 85375, Neufahrn bei Freising. By registering on our website or placing an order without prior registration on our website, the customer agrees to the applicability of our GTC. We reserve the right to modify or amend these GTC with future effect. Any bookings existing at the time such changes become effective remain subject to the GTC applicable at the time of booking.

### 2. Our Products/Services, Bookings

Customers can purchase tickets and ticket vouchers for flight slots in our flight tunnel facility (Bajuwarenstrasse 1, 85375 Neufahrn bei Freising) and other services (photos, videos etc.) via the booking steps available on our website. Ticket bookings are binding for the exact specified time slot. Bookings of ticket vouchers may be redeemed for the respective time periods in our flight tunnel facility at a later date/time, subject to availability. To make a booking, you must enter the required data into the order form. Prior to placing our order, you have the opportunity to double-check all data (name, address, payment method and ordered product/service etc.) and make any changes that may be necessary. In order to purchase a ticket or ticket voucher or to book other products/services, the customer makes an offer to enter into a respective contract subject to the terms of these GTC (which can be downloaded, printed and stored in reproducible format prior to formation of the contract) by transmitting his/her data entered into the order form. We will confirm the online order, i.e. the receipt of the offer, via email. We accept the offer (formation of contract) by sending you your ticket as booking confirmation, the ticket voucher or the other service/product. You can print out the order confirmation displayed on your screen and the confirmation sent by us. The validity of the tickets and ticket vouchers is always subject to the condition precedent of receipt of full payment. The customer is obligated to review the order and the delivered tickets / ticket vouchers (in particular date / time) immediately upon receipt of the order confirmation. If we have issued tickets incorrectly, the customer is obligated to inform us immediately in text form (via email to [info@flystationmunchen.de](mailto:info@flystationmunchen.de)). We only consider technical false bookings on our part, i.e. deviations between the data of the customer in the order form and our confirmation for which we are

demonstrably technically responsible. In this case, we will make an effort to change the booking in accordance with the customer's wishes, subject to availability. Any other rights / claims of the customer are excluded.

If you purchase tickets or ticket vouchers for other persons, as well, you will inform these other persons about these GTC and in particular about the participation requirements.

### 3. Pricing

The ticket prices and ticket voucher prices set forth on our website at the time of booking apply. Promotions and other special offers are subject to the terms stated there.

### 4. Payment, Cancellation in Case of Non-Payment

You may pay by credit card, bank transfer (pre-payment), SEPA direct debit or via other payment methods supported by us.

The sales and payment process is handled by "Ingenico" (Ingenico e-Commerce Solutions GmbH, HRB 79135, Amtsgericht Düsseldorf / Germany). Para Tunnel Technologie GmbH has authorized Ingenico to accept payments for our services on our behalf. As specialized provider of e-commerce solutions in cooperation with our "FlyStation", "Ingenico" will handle the payment process for you.

Certain payment methods may be temporarily unavailable in individual cases. The validity of the tickets and ticket vouchers is subject to the condition precedent of receipt of full payment. In case of chargeback of a direct debit, cancellation of a payment or other non-payment, the booked tickets / ticket vouchers expire irrevocably. We expressly reserve the right to assert legal measures and damage compensation claims against the customer.

### 5. Withdrawal

The stipulations regarding withdrawal and return rights in case of distance contracts do not apply to ticket sales pursuant to Section 312g para. 2 sentence 1 no. 9 of the German Civil Code. This means that in case a ticket is purchased, there is no right to withdraw and return within two weeks. The return of purchased tickets is principally not possible. Regarding the purchase of (ticket) vouchers and other goods, there is a right to withdraw and return in accordance with statutory law if the customer is a consumer:

### Right of Withdrawal

**You have the right to withdraw from the contract regarding the purchase of ticket voucher(s) or goods within 14 days without giving any reason.**

**The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the voucher(s) or goods.**

**To exercise the right of withdrawal, you must inform us, PARA Tunnel Technologie GmbH, Bajuwarenstrasse 1, 85375 Neufahrn bei Freising, phone +491628828881, email: [info@flystationmunchen.de](mailto:info@flystationmunchen.de), of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). If you exercise this option, we will promptly send you a confirmation of receipt of such withdrawal.**

**To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.**

### Effects of Withdrawal

**If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the voucher(s) or goods back or you have supplied evidence of having sent back the voucher(s) or goods, whichever is the earliest. You shall send back the voucher(s) or goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will only have to bear the direct cost of returning the voucher(s) or goods. You are only liable for any diminished value of the voucher(s) or goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.**

### End of Withdrawal Instructions

**Model Withdrawal Form for Orders of Ticket Vouchers (If you want to withdraw from the contract, please complete this form and return it to us)**

– To PARA Tunnel Technologie GmbH, Bajuwarenstrasse 1, 85375 Neufahrn bei Freising  
– I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),  
– Ordered on (\*)/received on (\*),  
– Name of consumer(s),  
– Address of consumer(s),  
– Signature of consumer(s) (only if this form is notified on paper),  
– Date  
(\* Please add the missing information and delete as appropriate.)  
Model Withdrawal Form

### 6. Resale

The resale of tickets and ticket vouchers for commercial and/or business purposes is not permitted to the customer, unless expressly agreed otherwise in writing between us and the original customer. The parties agree on payment of a contractual penalty in the amount of EUR 1,000.00 by the original customer to us for each individual case of infringement against the aforesaid resale prohibition. We expressly reserve the right to assert further damages.

### 7. Redemption of Tickets and Ticket Vouchers, Rescheduling

Tickets can only be redeemed at the booked time. Non-redeemed tickets are forfeited without compensation. Ticket vouchers may be redeemed within the validity period agreed within the order by using the voucher code via the booking form on our website. By using the voucher code, the voucher loses its validity. The provisions in section 2 para. 2 above regarding the formation of a contract apply mutatis mutandis to the redemption of ticket vouchers. Please note that you are fully responsible for storing the voucher code carefully and securing it from access of third parties, and that we are not responsible for the loss of your voucher code and/or the (unauthorized) redemption by third parties. Rescheduling is only possible for available slots. The rescheduling fees are:  
for first-time flyers, groups, companies:  
10 – 15 minutes flight time: 30 €  
20 – 30 minutes flight time: 50 €  
*Administrative fee for all other first-time flyers, groups and corporate packages:*  
up to 10 days prior to the flight slot: free of charge

3-10 days prior to the flight slot: 25% of sales price

1-3 days prior to the flight slot: 35 % of sales price  
on the flight day: 50 % of sales price

*Administrative fee for Pro-Flyer times:*

Rescheduling slots of less than 60 minutes flight time:  
up to 48 hours prior to the flight slot: free of charge  
from 48 hours prior to the flight slot: 50 % of sales price  
or rescheduling of only 50% of booked flight time.

Rescheduling slots of more than 60 minutes flight time:  
up to 3 days per booked hour of flight time prior to the  
flight slot: free of charge

For example: 3 hours of flight time are rescheduled.  
The rescheduling must take place at least 9 days prior  
to the booked flight slot.

As from 3 days per booked hour of flight time prior to  
the flight slot until 36 hours prior to the flight slot: 30 %  
of sales price or rescheduling of only 70 % of booked  
flight time.

As from 36 hours prior to the flight slot: 50% of sales  
price or rescheduling of only 50 % of booked flight time  
We recommend that you get here 45 minutes prior to  
the booked flight slot. If the participant has not reported  
to our reception in person 30 minutes prior to the start  
of the flight slot, the booked flight is forfeited.

Please note that it is possible to take out cancellation  
and luggage insurance and insurance to cover the costs  
of return transportation in case of accident or illness.

The following notice periods and fees apply to booked  
group and event packages:

up to 14 days prior to the event: free of charge  
13-7 days prior to the event: 50% of event costs  
6-3 days prior to the event: 75 % of event costs  
2-1 days prior to the event: 80 % of event costs  
on the flight day: 100 % of event costs

## 8. Descriptions of Service

The information on our website and in our promotional  
materials serves to describe the services, but is  
unbinding and may vary. It does not constitute  
assurances vis-à-vis the customer. The duration and  
execution of flights depend on your skills and the  
specific situation on site (induction, waiting times,  
communication on site etc.) and may vary.

## 9. Physical Requirements, Conditions for Participation Tunnel Flight Time

In order to be able to fly in our flight tunnel, you must be  
physically fit to do so (physical requirements). In  
addition to the requirements stated in the service  
description, the following conditions apply:

- The minimum age for participation is 4  
years. Underage children require written  
permission of the parents/guardians.
- The participants must wear a flight suit and  
protective goggles (will be provided) as well  
as flat shoes without heels and colourfast  
soles.
- The participants must have good overall  
health.
- Participants with shoulder, joint, back or  
other medical problems must inform us prior  
to participation and consult in advance with  
their physician about the possibilities of  
participating and potential risks.

It is not possible to participate:

- in case of bodyweight exceeding 120  
kilograms;
- in case of pregnancy;
- under the influence of alcohol, drugs or  
medication which restricts the ability to  
move and/or respond
- in case of cardio-vascular or circulatory  
problems
- for participants with brain or cardiac  
pacemakers or prostheses,
- in case of other health problems or injuries

By making a booking you warrant that you fulfil the  
physical requirements. If your physical requirements  
change until the start of the flight slot, such that you no  
longer fulfil the physical requirements, you are obligated  
to inform us thereof in a timely manner. In this case you  
are excluded from participation. A refund of the ticket  
price is not possible.

We warmly welcome people with disabilities or physical  
impairments. However, please note that a participation

may be difficult, dangerous or even impossible for  
people with certain disabilities or impairments. Please  
speak to us before making a booking so that we can  
decide together whether a participation is possible.

The following **terms of use** apply to the use of the flight  
tunnel:

Always comply with the instructions of the security  
personnel.

Please empty the pockets of your clothes and take off  
accessories and jewellery so that loose items cannot  
get into the flight tunnel.

## 10. Warranty

In case of transactions with a consumer, i.e. a natural  
person concluding the transaction for purposes which  
cannot be primarily attributed to his/her commercial or  
professional business activities, warranty claims due to  
legal and/or title defects, if any, are subject to statutory  
law.

## 11. Liability

PARA Tunnel Technologie GmbH is fully liable for  
damages caused by wilful intent or gross negligence,  
the wilful or grossly negligent injury to life, body and  
health and in case of assumption of guarantees.

Apart from that, PARA Tunnel Technologie GmbH is  
only liable for negligently caused damages in case of  
breach of a duty which is essential for the proper  
fulfilment of the contract and on the fulfilment of which  
you may generally rely. In this case, the liability of  
PARA Tunnel Technologie GmbH is limited to the  
amount of the foreseeable damage typical to the type of  
contract. To the extent the liability of PARA Tunnel  
Technologie GmbH for damages (other than injury to  
life, body or health) caused by simple negligence is not  
excluded, such claims become time-barred within one  
year as from the end of the year in which the claim  
arose and the creditor becomes aware of the  
circumstances giving rise to his/her claim and the  
identity of the debtor, or should have become aware of  
such absent gross negligence.

Any liability of PARA Tunnel Technologie GmbH  
pursuant to the German Product Liability Act remains  
unaffected.

## 12. Choice of Law / Venue / Miscellaneous

This contract is subject to the laws of the Federal  
Republic of Germany. This does not apply if special  
consumer protection laws of a customer booking from  
another country are more favourable in the country of  
habitual residence of the customer (Art. 29 of the  
Introductory Act to the German Civil Code).

If you do not have a place of general jurisdiction in  
Germany or in another EU member state, of if you are a  
merchant or have moved your habitual residence  
abroad after these GTC became valid, or if your place  
of residence or habitual abode is unknown at the time  
the lawsuit is filed, the sole venue for all disputes under  
or in connection with this contract is Munich.

## 13. Data Storage, Data Protection

All data required to fulfil the contract, including personal  
data, is collected, processed, transmitted and stored by  
us in accordance with applicable law. Please note the  
data protection policy on our website.

## 14. Information regarding Online Dispute Resolution

The EU Commission provides an internet platform for  
online dispute resolution ("ODR Platform"). This  
platform serves as entry point for out-of-court resolution  
of disputes arising from online sales contracts. The  
ODR Platform is available under  
<http://ec.europa.eu/consumers/odr/>.

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