

**1. OBJECT:**

These Terms and Conditions (hereinafter GTC) are concluded between, party of the first: FREEZONE SA, Route de la Drague 58, 1950 Sion - tel. 027 322 92 92 E-mail: info@realfly.ch - RC CHE-112.989.388

Hereinafter referred to as " RealFly "

And party of the second:

Customers wishing to make a purchase or booking with RealFly either on the www.realfly.ch or booking.realfly.ch website or at the RealFly counter

Hereinafter referred to as 'THE CUSTOMER'.

**2. USE OF ELECTRONIC COMMUNICATION:**

Users of the www.realfly.ch and booking.realfly.ch website are assumed to be familiar with electronic communication and are expected to know the security risks of the data associated with their use.

**3. SALES AND SERVICES:**

You will receive a confirmation message on your web browser and an email confirmation for each successful purchase. The customer can buy flight time or gift vouchers.

Products are valid for 3 years from the date of purchase.

The sales contract is deemed concluded at the time of purchase confirmation. Flight confirmation and gift vouchers are sent by electronic mail to the buyer after payment confirmation.

Customer obligations:

The Customer undertakes to provide valid contact information in the order and to pay the asking price when paying by invoice.

Right to dispute:

The purchaser may dispute the purchase of a RealFly item during a period of 7 days from the conclusion of the sale. Disputes must be notified by registered mail.

Tickets and gift vouchers for wind tunnel flights are non-refundable, but may be transferred. Tickets are valid until the date specified.

Tickets for wind tunnel flights are extendable for one year from the date of expiry for the sum of CHF 30.- with adjustment of the rate to that in force on the day of the extension.

Partner offers and limited offers:

Tickets and gift vouchers purchased directly from partner websites refer to their own general terms of sales (purchases, extensions, use period etc.)

Limited offers from RealFly may not be extended after their expiry date. The amount of the ticket in CHF can be credited to a RealFly item within 6 months of issue, readjusted to the rate in force on the day of the transfer.

**4. PRICE AND PAYMENT FOR SERVICES:**

All prices are in Swiss Francs and include VAT (7.7%).

Payments shall be made by credit card, or by bank transfer for payments by post. We also accept cash payments for purchases at the RealFly counter.

Gift coupons and gift vouchers: Gift coupons or vouchers may not be combined under any circumstances.

Secure credit card payment is ensured by SSL technology (Secure Socket Layer). The transaction, as with all Internet exchanges is encrypted and authorised from the responsible banking sites. The transaction is made directly between banks. Your purchases will appear on your credit card account with the reference Freezone S.A.

When you selected the option "payment on the bill" during your order or booking, the invoices and also the follow-up are managed by the company Swiss Billing. The invoices are edited by Swiss Billing on their name. The name of RealFly and the website ([www.realfly.ch](http://www.realfly.ch)) will also appear on the document. The payment should be done to Swiss Billing. Additional fees of CHF 2.90.- are applied to receive the invoice by e-mail and CHF 5.00.- CHF to receive the invoice by post.

## **5. CANCELLATION/POSTPONEMENT OF FLIGHT TIME:**

Flight time is not refundable.

Flight time (up to 60 minutes of flight) may be postponed under the following conditions

Up to 48 hours before the scheduled time: no charge

Between 48h and 24h before the scheduled time: 50% surcharge \*

Between 24h and 0h before the scheduled time: 75% surcharge \*

\* of the value of the flight

## **6. HEALTH:**

The participant must be in good physical and mental health, and not be suffering from an infection or disease that would adversely affect their participation in extreme sports. They must not have recently had an accident or be suffering from arm, leg or spinal difficulties, or have epilepsy, or be pregnant. RealFly retains the right to deny access to the free fall simulator to persons not meeting the flight criteria. The participants have to inform RealFly about physical problem during the checking process the day of the flights.

## **7. DATA PROTECTION:**

RealFly recognises the confidentiality of information that the buyer communicates in the order and agrees to comply with the Federal Law on Data Protection.

## **8. GOVERNING LAW AND JURISDICTION:**

In case of dispute, the GTC in force at the time of purchase will be used as legal basis. These GTC are governed by Swiss law, in particular by Articles 184 et seq. of the Swiss Code of Obligations, to the exclusion of any foreign law. The jurisdiction is established in Sion, Switzerland.

### **Address in the Commercial Register:**

Registration number CHE-112.989.388

Freezone SA,

Route de la Drague 58,

1950 Sion