

General conditions of contract Zipline Italy

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You declare to accept, as you accept, the following general conditions to fly with the Zipline Italia facility from Furore to Conca dei Marini.

1.1 These General Terms and Conditions regulate the ways in which "Zipline Italia S.r.l." (hereinafter also Zipline Italia or "Zipline Italia - Furore - Conca" or Supplier), provides the Service to the Customer or User and provide adequate pre-contractual and contractual information to the Customers regarding both the contracts concluded in the commercial premises of Zip Line Italia, both contracts concluded away from business premises, via the website of "www.ziplineitalia.it" or "Zipline Italia - Furore - Conca", by telephone or otherwise.

1.2. These general contract conditions have been drawn up in compliance with current legislation, in particular Legislative Decree 21 February 2014, n. 21 (also "Consumer Code") and Legislative Decree 9 April 2003, n. 70 (also "Electronic Commerce Code").

2. Information to the customer of a general nature

2.1 The service is provided by "Zipline Italia S.r.l.", with registered office in Salerno (SA), via Dalmazia n. 9, tax code/VAT number 05590450655, tel 089-226068 - 089-2027209 in the person of its legal representative (also the "Professional"), email address info@ziplineitalia.it, certified email address ziplineitalia@pec.it. - operational headquarters nr.1 in Furore (SA) at via A. Moro 1 and operational headquarters nr.2 in Conca dei Marini at via 1° Maggio snc (SA).

2.2 The service provided by Zipline Italia is characterized by the use of an aerial route via cable, consisting of a steel cable approximately 700 meters long. Said cable is supported by special supports and is stretched between two stations, a departure station located higher up (Furore) and an arrival station located lower down (Conca dei Marini), thus simulating a flight experience. The flight is carried out in a sitting position. The Customer who uses the service, which can be used individually or in pairs, with the assistance of specialized personnel, wears a special harness that allows him to assume the "seated" position and facing the direction of travel. With magnetic braking pulley it is then suspended to the steel cable stretched between the two stations. Thus it flows freely, due to the force of gravity alone, from upstream to downstream. Upon arrival, the staff in charge will free him from the equipment.

2.3 The use of the service is, for security reasons, subject to the unquestionable judgment of Zipline Italia, without prejudice to the Customers' rights pursuant to these general contract conditions.

2.4 For safety reasons, the Customer must have a height between a minimum of 1.50 m and a maximum of 1.50 m.200. The weight for both single and double flights must be between a minimum of 40 kg and a maximum of 120 kg. The above limitations can be changed in the presence of different indications from Zipline Italia on the website or also in other communications located in the commercial premises. Zipline Italia, for security reasons, may check the parameters indicated above when providing the service and, if they do not comply, deny the usability of the service. The user who has provided untruthful and/or mendacious data at the time of booking will be prevented from receiving the flight service, without any refund. The harmful consequences that may arise from his false and/or untruthful declarations are attributable to the user.

2.5 Reservations for the service can only be made by adult customers. The use of the service by the Client of minor age is permitted only if accompanied by a subject exercising parental authority, or also in possession of specific documentation containing the authorization of the subject exercising parental authority.

2.6 The service provided by Zipline Italia can generate intense emotions and is therefore strongly discouraged for all those who are not in good health. Zipline Italia cannot be held responsible for any damage that, directly or indirectly, may derive from the use of the service by Customers who are in prejudicial health conditions. These prejudicial health conditions can be summarized, by way of example but not exhaustively, in problems to the circulatory, cardiac, nervous or other systems, also connected to malformations of any nature or even to conditions connected to traumas of the locomotor and bone systems, with particular reference to the vertebral column.

2.7 The Customer who, at the time of use, is in a state of health that could jeopardize the usability of the service, is required to promptly inform Zipline Italia. Likewise, Zipline Italia may, at its sole discretion, prevent the use of the service to Customers who, despite having made the reservation, are in physical and/or mental conditions such that the use itself is dangerous for themselves or for others. The Customer, having read these general conditions of contract, is fully informed that for the correct use of the service he must be in good health and, in this regard, certifies a declaration of indemnity. Zipline Italia does not allow pregnant women to use the service nor can it be held responsible, in any way, for any event that occurs during or after the service and deriving from or in any case connected to pregnancy. Zipline Italia does not allow the use of the service to persons with physical disabilities, or even mental ones, which impede their movement or coordination, unless they are provided with a specific medical authorization expressly issued.

2.8 Unless otherwise indicated, the deadline for presentation at check-in is thirty minutes before the time of use of the service.

2.9 The Customer must have sporty clothing suitable for flying (closed shoes, no shoulder objects and/or scarves, cameras, video cameras or other). The use of cell phones, cameras or cameras is prohibited. Zipline Italia, also with reference to the aforementioned maximum weight parameters, in the presence of certain weather conditions, reserves the right, at its sole discretion, to prevent the use of the service to Customers, even in the presence of reservations. In this case Zipline will communicate a new date, no later than the current season.

3. Obligations of the Client –

3.1 The Customer must have a valid identity document at the time of using the service. If the case occurs, the Customer must show a paper copy of the reservation made via the website. Only the actual booker, i.e. the person who has received a flight as a gift, according to the established procedure, will be able to use the service. The transfer of the reservation is not permitted.

3.2 For everyone's safety, the Customer must wear a mask and gloves. At the entrance of the starting structure you will find the disinfectant gel dispenser, with which you will have to sanitize your hands.

3.3 When using the service, the Customer may not bring with him any object, even if dangerous or unhealthy, from which a danger to himself or others could arise, with particular reference to objects held in hand or applicable by the Customer to the equipment supplied. It is strictly forbidden to bring audio or even video devices with you without the consent of Zipline Italia.

3.4 The Customer must behave in such a way as not to jeopardize the safety and enjoyment of the service by others, comply with the rules of normal prudence and diligence, with the provisions issued by Zipline Italia, as well as with the regulations and related legal provisions activities carried out in places open to the public.

3.5 The Customer will be liable for damages – caused to the system, structures, furnishings and equipment, to other Customers and third parties – which Zipline Italia may suffer due to non-compliance with the aforementioned provisions, including the penalties imposed in this regard by the competent authority.

3.6 The Customer must comply with the instructions provided by Zipline Italia regarding the times of use of the service, including the time of presentation at check-in and provide all the necessary information so that Zipline Italia can fulfill its obligations in terms of safety. The check-in time is mandatory, under penalty of loss of the right to fly.

3.7 Upon check-in, the Customer must provide all the data requested according to the forms made available by Zipline Italia; these forms will contain a reference to the conditions set out herein and to any other useful indications for the correct use of the service. In case of booking via website, the Customer is obliged to fill in all the required fields and to provide all the information requested therein.

3.8 In the event of a stop during the use of the service, the Client is required to remain calm and not to carry out maneuvers that could be prejudicial to his own safety and that of others; Zipline Italia has the availability of equipment and adequate procedures for recovery in the shortest possible time.

4. Modification and cancellation of the service –

4.1 The Customer must present himself at check-in within the established/communicated time, under penalty of losing the right to fly; Zipline Italia will not be able to admit the Customer to the service in the event of a delay and the related ticket will be considered used for all purposes and not refundable.

4.2 Zipline Italia has the right, at its own discretion, to change the times and methods of providing the service due to force majeure. Causes of force majeure, by way of example but not exhaustively, are adverse weather conditions of any kind, environmental situations or even conditions of the systems and structures that prevent the provision of the service in safety, even for limited periods of time on the same day. In this regard, the Customer will have the right to a refund of the portion of the service that cannot be provided or, alternatively, to the modification of the date and time of use of the service depending on the relative availability. Zipline Italia will not be required to reimburse any travel, transport, accommodation or other expenses that the Customer may have incurred in relation to the use of the service subject to modification or cancellation. Zipline is not responsible for any delays on the scheduled flight time, and this in consideration of the fact that such delays can accumulate due to the shutdown of the plant due to atmospheric reasons.

4.3 Zipline Italia has the right to communicate, via the e-mail address provided by the Customer when booking the service on the web or by other means, to the Customer the impossibility of using the service on the pre-established date and time or the need to modify the service, up to the departure, even in the absence of force majeure. In this regard, the Customer will have the right to a refund of the portion of the service that cannot be provided or, alternatively, to the modification of the date and time of use of the service depending on the relative availability. The Customer must communicate his choice within twenty-four hours of the communication from Zipline Italia. Zipline Italia will not be required to reimburse any travel, transport, accommodation or other expenses that the Customer may have incurred in relation to the use of the service subject to modification or cancellation.

5. Responsibility of Zipline Italia –

5.1 Zipline Italia is not responsible for the damage deriving from the fact attributable to the Customer or to a third party unrelated to the use of the service covered by the contract, from unforeseeable circumstances, from force majeure including adverse weather conditions, or even from circumstances that Zipline Italia could not, according to professional diligence, reasonably foresee.

5.2 Zipline Italia is not responsible for damages suffered by the Customer attributable to third parties for the provision of services owed by them.

5.3 Zipline Italia will not recognize compensation due in excess of the indemnities provided for by the national regulations in force and relating to the service whose non-fulfilment has caused the damage. The compensation limit for damage to property cannot exceed the amount of five hundred euros.

5.4 Zipline Italia has stipulated an insurance policy with Primary Insurance Company with a maximum coverage of € 1,000,000.00 (one million/00) for each claim, to cover the risks deriving from damages suffered by people and things and connected to its activity. The coverage becomes operational beyond the deductible, for each claim, of € 1,500.00 (one thousand five hundred/00) on condition that Zipline Italia is directly responsible for the damage suffered by the Customer. By signing this document, the Customer declares that he has been erudite a lot and that he has found this condition fully responsive to his needs and adequate to the circumstances all arising from the ticket purchase contract;

6. Additional equipment and related services –

6.1 The equipment for using the service is supplied by Zipline Italia. The additional equipment for taking photos or videos, to resume the service, can be rented by the Client.
6.2 Zipline Italia allows the Customer to purchase the photo or video material created by the same, or created by Zipline Italia, at the end of the provision of the service, even after viewing the product created and expressly implicitly accepting the quality of the product itself. Zipline Italia, once the Customer expresses acceptance of the product, rejects any claim or refund request. The Customer agrees that the photo/video material may be used by Zipline for advertising purposes, and waives any compensation.
6.3 Zipline Italia, within its commercial premises, promotes the sale of objects and gadgets with the "Zipline Italia", "Italia Zipline.", "Zipline Italia Furore - Conca" or other brands.

7. Provision of services performed by third parties –

7.1 The provision of services performed by third parties, even if connected to the service provided by Zipline Italia, are governed by the general contract conditions of the local operator that provides the related services as well as by the legislation applicable to them. For some types of services, special favorable conditions may apply, in relation to the characteristics.
7.2 The contractual conditions of the provision of services performed by third parties published on the website, or located in the commercial premises of Zipline Italia, are indicative and may be subject to variation or even modifications, both for the operational needs of the suppliers of such services and for major cause.
7.3 Without prejudice to what is stated in point 4 above, "Modification and cancellation of the service", in the event of modification or cancellation of a third party service, even if not due to force majeure, Zipline Italia, if it has collected the fee for the service of third parties together with its own and/or forming part of a single commercial proposal, will proceed according to the provisions in this regard in point 4 above, "Modification and cancellation of the service".

8. Use of images –

8.1 The Customer authorizes free of charge, without time limits, also pursuant to articles 10 and 320 of the civil code, and of the articles 96 and 97 law 22.4.1941, n. 633, Copyright Law, to the live transmission to the publication and/or dissemination in any form of one's images on the websites of Zipline Italia Srl, with registered office in Via Dalmazia, 9 – 84123 – Salerno - Italy, on social channels of Zipline Italia Srl (Facebook, Youtube, Instagram, Twitter, Pinterest, Google My Business, Google Plus, LinkedIn) on printed paper and/or any other means of dissemination, as well as authorizing the conservation of the photos and videos themselves in computer archives of the company and acknowledges that the purpose of these publications is informative and popular.
8.2 The Customer declares that he has nothing to claim on the basis of the above and that he irrevocably renounces any right, action or claim deriving from what was previously authorized.
8.3 The granting of consent to the processing of personal data is optional if not strictly related to the functioning of the activity or to the proposed service. At any time it is possible to exercise all the rights indicated in the articles 15 to 22 and of the art. 34 of the GDPR, in particular the cancellation, rectification or integration of data, by registered letter with return receipt to be sent to Zipline Italia Srl, Via Dalmazia n°9, 84123 Salerno or PEC: ziplineitalia@pec.it.
8.4 Zipline Italia Srl informs that the "European Regulation 2016/679 concerning the protection of natural persons with regard to the Processing of Personal Data, as well as the free movement of such data" (from now on GDPR) provides for the protection of persons and others subjects with respect to the processing of personal data. The Institute, as "owner" of the treatment, pursuant to article 13 of the GDPR, therefore, provides you with the following information:
8.5 Zipline Italia Srl will process the personal data provided for the purposes strictly connected and instrumental to the activities as indicated in the extended release. These data will be disseminated in any form of their images or videos taken on the Zipline Italia Srl websites, with registered office in Via Dalmazia, 9 – 84123 – Salerno - Italy, on the social channels of Zipline Italia Srl (Facebook, Youtube, Instagram, Twitter, Pinterest, Google My Business, Google Plus, LinkedIn) in print and/or any other means of dissemination.
8.6 The personal data provided by the Customer, including the portrait contained in the photographs/videos, will be subject to processing operations in compliance with current legislation and the principles of correctness, lawfulness, transparency and confidentiality which inspire the activity of Zipline Italia Srl These data will be processed both with IT tools and on paper and on any other type of suitable support, in compliance with the security measures provided for by the GDPR.
8.7 The provision of your data is optional if not strictly related to the functioning of the activity or to the proposed service. Failure to consent will not allow the use of the images and/or audiovisual footage of the person concerned for the purposes indicated above.
8.8 Within the limits pertinent to the processing purposes indicated, personal data (images and audiovisual footage) may be communicated, published and/or disseminated in any form on the websites of Zipline Italia Srl, with registered office in via Dalmazia, 9 – 84123 – Salerno - Italy, on the social channels of Zipline Italia Srl (Facebook, Youtube, Instagram, Twitter, Pinterest, Google My Business, Google Plus, LinkedIn) on printed paper and/or on any other means of dissemination.

9. Conclusion of the contract -

9.1 The online booking is made on the ziplineitalia.it platform, according to the indications suggested therein. The Customer is solely responsible for what he signs in the booking form.
9.2 To conclude the contract, the Customer must pay the entire price of the booked service. In case of conclusion of the contract at the commercial premises of Zipline Italia, the payment can also be made by cash. The fees are exclusively inclusive of what is indicated in the description of the service booked and detailed in the summary of the order made to the Customer before confirming it.
9.3 After booking, the Customer can print his voucher. It is the only document certifying the booking, which will entitle you to receive the services indicated therein. The Customer has the obligation to print the documentation received, to be shown at the request of the operators when using the service.

10. Right of withdrawal -

10.1 Article 59 of the "Consumer Code", containing "Exceptions to the right of withdrawal", provides for the exclusion of the right of withdrawal for the provision of "services relating to leisure time activities if the contract provides for a date or a period specific executions". Therefore, the Customer cannot exercise the right of withdrawal after the conclusion of the contract.
10.2 Without prejudice to what is stated in point 4.1 above, the Client may communicate to Zipline Italia by email, to be sent seven days before the date indicated in the booking, that he wishes to postpone the service. He can do it only once, provided that the new date falls within those in which the systems will be functional, and in any case no later than the current calendar year.

11. Complaints –

11.1 No complaint can be made by the Customer, in the event that he has used the service for which he made the reservation.

12. Privacy –

12.1 The personal data controller is Zipline Italia Srl, with registered office in Salerno (SA), in via Dalmazia n. 9, in the person of its legal representative.
12.2 Zipline Italia informs that the personal data communicated by the Customer will be processed in accordance with article 13 of Regulation (EU) n.679/2016, also referred to as the General Data Protection Regulation (hereinafter the "GDPR" also "Privacy Code "). The processing of personal data will be mainly automated, in order to guarantee integrity and confidentiality through the adoption of suitable security tools. The purposes of the processing are related to: conclusion, management and execution of contractual relationships between the Customer and Zipline Italia and connected to the execution of legal obligations, regulations, national and community regulations and provisions issued by authorities in accordance with the law.
12.3 Personal data will not be disclosed to the public and may be communicated, exclusively for the purposes indicated above, to: persons, companies, associations or professional studios that provide assistance or consultancy services or activities in favor of Zipline Italia or subjects who may access the aforementioned data by virtue of provisions of the law or otherwise issued by authorities legitimated by law. The subjects indicated above will use the data as independent data controllers and in complete autonomy of the treatment in accordance with the law, as they are unrelated to the original treatment by Zipline Italia. The Customer may request the names of third parties to whom the personal data are or may be disclosed.
12.4 The Customer may exercise, upon request to Zipline Italia, the rights referred to in article 7 of the "Privacy Code", which grants the interested party the exercise of specific rights, including those of obtaining from Zipline Italia confirmation of the existence of personal data, to have knowledge of the origin of such data as well as the purposes of the processing, to obtain the cancellation, modification in anonymous form or blocking of such data if processed in violation of the law, as well as updating, the rectification or, if there is interest, the integration of such data, to oppose, for legitimate reasons, to the treatment and to oppose that such data is used for the purposes of commercial, advertising or marketing information.

13. Go-Pro Rental -

13.1 The Zipline, if available, will rent the Customer a go-pro, for the duration of the descent, to film the moments of the flight. In no event will the Zipline be responsible for the failure of the filming. The Customer, in renting this equipment, becomes directly responsible in the event of damage, loss or destruction of the same and will be required to pay its full compensation.

14. Jurisdiction -

14.1 These contract conditions are governed by Italian law and the forum for disputes arising from these conditions, including those relating to the validity, interpretation, execution and resolution, is exclusively that of the Court of Salerno.
The user

The User

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I declare that I have read the foregoing and want to confirm, as I confirm, the content specifically for what is contemplated in the art. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

The User

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Furore/Conca dei Marini, there.....