

## **Regulations: Terms and conditions of voucher's sale Bungee Jumping**

### **I. Definitions**

The terms used in these Regulations have the meaning given below:

1. Proof of Payment - fiscal receipt, invoice or bank statement.
2. User - every person using the service available on the website [www.bungeechorzow.pl](http://www.bungeechorzow.pl) and a person gifted and using an e-voucher
3. Customer - a person purchasing a voucher via the online store [www.bungeechorzow.pl](http://www.bungeechorzow.pl)
4. Voucher and E-voucher - a form of confirmation of the contract concluded between the User / Customer and Bungee Jumping, ensuring the Voucher Holder's right to perform the service provided by Bungee Jumping - bungee jumps.

Vouchers and E-vouchers are distributed in various forms:

1. e-voucher - an electronic voucher for self-printing. It is delivered in the form of a PDF file to the e-mail address provided by the User.
2. Voucher - ready to be presented voucher can be ordered via website [www.bungeechorzow.pl](http://www.bungeechorzow.pl) or purchased directly at the Bungee Jumping pl. Atrakcji 1, 41-501 Chorzów.
5. Voucher Holder - a person who has a Voucher or an E-Voucher authorizing to provide the Service.
6. Service - bungee jump conducted for the Voucher Holder by Bungee Jumping.
7. Regulations - these Regulations for the distribution of Vouchers and e-vouchers for bungee jumping operated by Bungee Jumping.
8. [www.bungeechorzow.pl](http://www.bungeechorzow.pl) website - internet Voucher and e-voucher distribution system, available at [www.bungeechorzow.pl](http://www.bungeechorzow.pl). The website supports the process of placing orders, payments and collecting Vouchers and E-vouchers
9. Bungee Jumping - Bungee Jumping Renata Nordwind with NIP: 677-218-54-22.

### **II. General provisions**

These regulations come into force on 01/04/2021.

1. These Regulations contain provisions regarding the distribution of Vouchers and E-vouchers using the Website [www.bungeechorzow.pl](http://www.bungeechorzow.pl) and the Bungee Jumping bungee jumping point based at pl. Atrakcji 1 in Chorzów.
2. Before purchasing the Voucher on the website [www.bungeechorzow.pl](http://www.bungeechorzow.pl), or at the Bungee Jumping point based in Chorzów at pl. Atrakcji 1, the User / Customer is obliged to read and comply with the content of these Regulations.
3. Detailed conditions for the provision of specific Services may be specified in separate regulations. In such a case, these Regulations apply in addition to the Bungee / Bungee Jumping Regulations. The holder of the Voucher or E-voucher is obliged to read and comply with the Regulations of Bungee / Bungee Jumping.
4. The validity period of the Vouchers and E-vouchers is 12 months.
5. The validity period of the Vouchers and E-vouchers is counted from the day of payment.
6. The day of payment is considered as:
  1. the moment the required amount is credited to Bungee Jumping's bank account
  2. the moment of handing over the cash to the employee of the Bungee Jumping bungee jumping point based in Chorzów at pl. Atrakcji 1
  3. the moment of successful payment transaction using credit card

### **III. Terms of use of the website**

1. Bungee Jumping provides the Users of the Website, available at [www.bungeechorzow.pl](http://www.bungeechorzow.pl), with the implementation of the resulting rights:
  1. the Act of August 29, 1997 on the Protection of Personal Data (consolidated text, Journal of Laws No. 101 of 2002, item 926, as amended);
  2. the Act of July 18, 2002 on the provision of services by telephone (Journal of Laws No. 144, item 1204, as amended);
  3. Regulation of the Minister of Internal Affairs and Administration of 29 April 2004 on the documentation of personal data processing and technical and organizational conditions to be met by devices and IT systems used to process personal data (Journal of Laws No. 100, item 1024).
2. The process of distributing Vouchers and E-vouchers via the [www.bungeechorzow.pl](http://www.bungeechorzow.pl) website consists of the following stages:
  - selecting an offer and adding it to the basket;
  - the process of registering or logging in to the Website (optional);

- selection of the method of payment for the Voucher or E-voucher.
3. Payments can be made by unregistered Users (an e-mail address is required)
  4. The methods of delivery of Vouchers available on the website [www.bungeechorzow.pl](http://www.bungeechorzow.pl) are:
    - E-voucher - a PDF file sent electronically to provided e-mail address
  5. The condition for the purchase of the Voucher and E-voucher is the advance payment of the entire amount for a given Service on the day of its order.
  6. The payment methods available on the website [www.bungeechorzow.pl](http://www.bungeechorzow.pl) are:
    - PayU internet payment system - option for Users with access to electronic banking (suggested payment method);
    - payment in cash - the amount to be paid to the seller upon personal collection at the Bungee Jumping service point in Chorzów at pl. Atrakcji 1;
  7. Booked but unpaid orders expire after 7 calendar days and are automatically deleted from the system after that time.
  8. It is possible to issue a duplicate of the Voucher or E-Voucher, in the form and in the manner established by Bungee Jumping, after the User / Client presents the Proof of Payment, and provided that the validity period of the Voucher has not expired yet. In order to issue a duplicate, please contact us at [kontakt@bungeechorzow.pl](mailto:kontakt@bungeechorzow.pl).

#### **IV. Voucher's activation**

1. Vouchers and E-vouchers are secured with a unique coupon number. On their basis, the value, status and validity period can be determined. The voucher can only be used once, only after activation, which occurs automatically when paying for the order.
2. The validity of the Vouchers is always counted from the date of completing the order, even if their activation is made at a later date.

#### **V. Provision of service.**

1. Vouchers and E-vouchers are nameless and do not include the price. For their implementation, only their presentation is required just before the service is provided, at the Bungee Jumping service point in Chorzów at pl. Atrakcji 1.

2. The owner of the Voucher or E-voucher has the option of the Service to be provided on a day convenient for him. In order to redeem the Voucher or E-Voucher, you must appear without reservation at the Bungee Jumping service point in Chorzów at pl. Atrakcji 1, during the opening hours.

3. The owner of the Voucher or E-voucher is obliged to present the Bungee Jumping Voucher or a printed E-voucher with a legible coupon number.

4. Bungee Jumping may require you to present a document confirming your date of birth, and the Voucher or E-voucher customer is required to present it.

5. If, at the express request of Bungee Jumping, the documents referred to in point 4 are not presented, Bungee Jumping may refuse to provide the Service. In such a situation, the Voucher or E-voucher Holder is not entitled to any compensation or reimbursement of incurred costs.

6. Bungee Jumping may change the date or refuse to provide the Service in whole or in part for reasons beyond its control (e.g. bad weather conditions making it impossible to perform bungee jumps), after informing the Voucher or E-voucher holder about the circumstances.

Independent causes are situations whose occurrence and course of Bungee Jumping are beyond the control of Bungee Jumping and which prevent it from providing the Service. In particular, the following apply here:

- unfavorable weather conditions;
- unexpected technical problems of devices and equipment;
- unforeseen random events.

7. In the situations set out in point 6, the customer has the right to make another appointment or exchange the coupon for another service at Bungee Jumping.

8. Bungee Jumping reserves the right, in conjunction with all other provisions and regulations that are reasonable for safety reasons, to:

1. refuse to provide the Service to persons under the influence of alcohol or drugs;
2. request to leave the Service area and to take appropriate steps to ensure that this request is complied with in situations where the participant violates public order, behaves aggressively or contrary to the Bungee Jumping Regulations;
3. refuse to bring alcohol, intoxicants and other items or substances that may be in conflict with the Bungee Jumping Regulations or other generally applicable provisions of law.

9. In the situations specified in point 8, the Holder of the Voucher or E-Voucher is not entitled to any compensation or reimbursement of incurred costs.

## **VI. Exchanges, returns and complaints**

1. The Voucher or E-Voucher can be exchanged within 12 months from the date of its activation, under the following conditions:

- exchange for a Voucher or E-voucher, entitling to a more expensive service, after paying the difference in price;
- exchange for a Voucher or E-voucher entitling to the provision of a service of a lower value. Bungee Jumping will not refund the difference in price.
- the voucher or E-voucher must be active during the exchange.

2. The Voucher may be exchanged for any Service available on the website [www.bungeechorzow.pl](http://www.bungeechorzow.pl), other than the offer being exchanged.

3. The exchanged Voucher or E-voucher shall keep the validity period of the voucher before the exchange.

4. The exchange does not apply to a Voucher or an E-voucher that was purchased by exchange and a Voucher whose validity period has expired.

5. The Voucher can be exchanged at the Bungee Jumping service point in Chorzów at pl. Attractions 1, during the opening hours of the point.

6. The return of the Voucher, without giving any reason, may be made within 14 calendar days from the date of its purchase. The condition for the return is the prior presentation of the Proof of Payment. Make the return at the Bungee Jumping service point in Chorzów at pl. Attractions 1 or by contacting us by e-mail at [kontakt@bungeechorzow.pl](mailto:kontakt@bungeechorzow.pl) (the return is made only to the indicated bank account).

7. All complaints are dealt with within 14 calendar days of their receipt. The refund will be made within 14 calendar days from the date of receipt of the confirmation by e-mail.

9. Complaints can be made as follows:

1. by electronic means - to the address [kontakt@bungeechorzow.pl](mailto:kontakt@bungeechorzow.pl)
2. in person - Bungee Jumping service point, in Chorzów at pl. Atrakcji 1.

## **VII. Personal data protection**

1. The User / Customer agrees to the collection, storage and processing of his personal data (in particular, name, surname, address, e-mail address and telephone number) in order to:

- register at [www.bungeechorzow.pl](http://www.bungeechorzow.pl);
- order fulfillment;
- handling exchanges, returns and complaints;

2. Providing personal data by the User / Client is completely voluntary. Bungee Jumping may require confirmation. The company is not responsible for providing incomplete, outdated or factually incorrect information.

3. The User / Customer has the right to correct, control the processing and request the deletion of their own personal data.

4. Bungee Jumping does not disclose Users '/ Customers' personal data for marketing purposes to third parties or other unauthorized entities.

## **IX. Responsibility**

1. Bungee Jumping shall be liable to Users / Customers for their own actions and omissions inconsistent with the content of these Regulations. However, this liability is limited to the value of the damage suffered by the Voucher owner.

2. Bungee Jumping is directly responsible for the course, quality and safety during the provision of the Service. Any civil risk relating to the User / Customer related to the performance of the Service shall be borne by Bungee Jumping.

5. Failure to use the Voucher or E-voucher during its validity shall mean that the Holder resigns from the possibility of providing the Service and expires all rights related to the concluded contract. The holder of the Voucher is not entitled to any compensation or reimbursement of incurred costs.

6. Bungee Jumping shall not be liable for Vouchers or E-Vouchers that have been damaged or lost, or if they were in their possession by an unauthorized person, if it took place after the Voucher was handed over to the User / Client.

## **X. Other Provisions**

1. In matters not covered by these Regulations, the provisions of the Civil Code shall apply.
2. With regard to all issues related to a given order, the Regulations in force on the date of placing the order shall apply.
3. In the event of any disputes with the User / Bungee Jumping Client, they shall try to resolve the matter amicably. Nevertheless, the court competent to hear any conflicts that arise is the common court having jurisdiction under the applicable provisions of law.

## **ADDITIONAL INFORMATION**

The validity period of the Vouchers is 12 months from the date of payment.

Bungee Jumping may change the date or refuse to provide the Service, in whole or in part, for reasons beyond its control, after informing the Voucher or E-voucher of the circumstances.

