

**GENERAL TERMS AND CONDITIONS  
(CONDITIONS OF USE) FOR JUMP DOME Two GmbH  
(Klagenfurt SITE) Version dated June 2022**

**GENERAL SCOPE**

The below General Terms and Conditions (hereinafter "T&Cs") exclusively apply to all business relationships conducted between Jump Dome Two GmbH, Klagenfurt site (hereinafter "Jump Dome") and the customer (this is understood to mean users of the facilities, supervising persons, accompanying persons, etc.), unless Jump Dome consents to the validity of deviating, contradictory and/or supplementary business terms expressly and in writing.

By purchasing an entry ticket, the customer agrees (both for themselves and in their capacity as legal/authorised representative for those they represent) that these T&Cs are valid and legally binding and undertakes to comply with them. At the least by accessing or with de facto use of the Jump Dome facilities, the customer (both for themselves and in their capacity as legal/authorised representative for those they represent) agrees to the T&Cs.

It is expressly prohibited to pass on the entry ticket or entry band to other persons.

**OFFER AND CONCLUSION OF CONTRACT**

All information contained on the Jump Dome website and in brochures or catalogues is initially non-binding and does not represent legally binding offers.

There are several possibilities for concluding a contract:

- a) The customer may purchase an entry ticket at the premises of Jump Dome. The customer's declaration to want to purchase an entry ticket represents a binding offer. A contract shall only materialise when this offer is accepted by Jump Dome.
  
- b) In addition, the customer has the option of making an offer to use the Jump Dome facilities on the Jump Dome homepage. Only the electronically issued order of the customer represents a legally binding offer. The receipt of orders is confirmed

without undue delay, i.e. regularly on the same working day, electronically, and by automated means (confirmation of booking). This confirmation of booking does not represent acceptance of the contract. A contract only materialises once a separate order confirmation has been sent. After payment of the entry price, the customer receives the download link for the entry ticket in PDF form. The customer does not receive the entry ticket by post.

Jump Dome is not subject to any obligation to conclude a contract and thus has the right to refuse to sell an entry ticket or a voucher to interested parties, also without specifying reasons.

### **CONCLUSION OF DISTANCE CONTRACT**

If the customer is a user within the meaning of Section 1 *KSchG* [Austrian buyer protection law], in cases of distance contracts and contracts concluded outside of business premises, the Remote and External Business Act (FAGG) generally applies, where the customer generally has a right to withdraw within a period of 14 days. The withdrawal period shall begin with the day that the contract was concluded. In this context, however, it is noted that this law is not applied when the payment to be made by the consumer does not exceed €50.00. Even if the amount to be paid exceeds €50.00, the customer still has no right to withdraw within 14 days if an entry ticket which can exclusively be used at a specific time or within a specific period of time was purchased. Should the de minimis limit be exceeded and no exception within the meaning of Section 18 FAGG is met, the customer shall have a right to withdraw and is referred to the **cancellation policy** and **cancellation form**.

### **ENTITLED TO BOOK**

The following persons are entitled to book:

- Persons aged 16 or over for themselves,
- Parents or legal guardians for their children and/or
- Persons who have been authorised by the parents or legal guardians to book and to issue declarations (in particular agreement to the T&Cs and agreement

to the disclaimer)

## **PRICES, TERMS OF PAYMENT AND EXCLUSION OF COMPENSATION**

The entry prices posted or published at the time of conclusion of contract shall apply. The entry prices are understood to be prices per person including the statutory rate of VAT. The current entry prices are published on the homepage [www.jumpdome.at](http://www.jumpdome.at) and posted in the Jump Dome entrance area.

The purchase price shall fall due immediately at contract acceptance. The payment must generally be made in cash, if this is not made during the online order process or using alternative payment methods on site.

The customer may only make use of the Jump Dome services after payment in full of the agreed amount. Up until the full settlement of all existing claims against the customer, Jump Dome has the right to block the transmitted entry tickets.

Should the customer be in default of payment, interest for late payment of 4% is calculated. For the case of default of payment, the customer undertakes to cover the reminder fees and collection costs incurred by Jump Dome including extrajudicial lawyer's fees and costs of creditor protection associations.

If the agreed term of payment is not adhered to, discounts or rebates already granted shall be subsequently charged.

Offsetting of counter-claims of the customer against Jump Dome claims where these counter-claims, of whatever kind, are contested and not established as legally valid, is explicitly excluded.

Obvious calculation mistakes and errors may also be corrected after completion of the business.

The validity of the entry ticket shall become void if it is not used by the customer within the stipulated period of validity.

If the entry ticket is lost, the customer has no claim to a replacement of the entry ticket, nor to a refund of the entry price. Cash redemption of vouchers or promotions is excluded.

### **SCOPE OF SERVICE, OBLIGATIONS OF JUMP DOME**

The owner of a valid entry ticket is entitled to enter the Jump Dome facilities, to use the available attractions, facilities, play areas, play equipment and other installations during the relevant opening hours and according to the rules of conduct, also and in particular the entry restrictions listed there. Visiting the catering facilities within Jump Dome and the consumption of food and drink there shall be paid for separately. The same shall apply to the purchase of goods.

The Jump Dome facilities are all the equipment and installations present at the Klagenfurt site, in particular

- Action area (in particular the Freejump area, Allround Trampoline, Freestyle Trampoline, Bagjump Trampoline, Bagjump Freedrop, Ninja Warrior, etc.)
- Catering (indoor and outdoor areas)
- Cloakroom and sanitary facilities
- Cash desk area
- General areas

It is noted that there is an exact and updated list of the action area on site.

Individual installations/attractions may be unusable because of regular control and servicing work, improvements, repair work or official orders on a repeated basis and without prior notice. In this case, the customer shall have no right to a reduction and/or a full or partial refund of the entry price or to other monetary compensation or compensatory services.

In the case of a larger number of visitors, access to individual facilities/attractions may be limited for safety reasons. As a general rule, there may also be waiting times. Also

in this context, the customer has no claim to a reduction or a full or partial refund of the entry price or to other monetary compensation or compensatory services.

In case of a partial or complete closure of the Jump Dome facility based on events which are outside of the area of influence of Jump Dome (e.g. natural disasters, pandemics, official closures, other cases of force majeure or unlikely accidents with the exception of weather risk), the visitor with whom a contract has materialised shall be granted a compensatory performance only in the form of a voucher, without exception. Cash redemption shall be excluded.

Neither Jump Dome nor its employees shall assume caregiving or supervision duties for underage persons, ill persons or persons with mental or physical disabilities. This is the obligation of the parent or legal guardian or the supervising person throughout the entire duration of the visit. The supervising person shall be liable for all damages which occur as a result of the violation of their obligations (to third parties as well as to Jump Dome).

### **UNDERAGE PERSONS**

Underage persons under 10 years of age must be accompanied by a parent or legal guardian or an authorised supervising person of full age, and may use the facilities / activities of Jump Dome only with the consent and in the presence of the parent or legal guardian or the authorised supervising person.

With the consent of the parent or legal guardian, underage persons over 10 years of age may access and use the facilities / activities of Jump Dome Two GmbH alone. In this case, the disclaimer has already been read with the underage person stated above, they have had the content explained to them by the parent or legal guardian, and the disclaimer has been signed by the parent or legal guardian.

For every underage person who does not appear to be accompanied by the parent

or legal guardian in Jump Dome, the accompanying person confirms that they have obtained authority from the relevant parent or legal guardian for the use of the facility. The accompanying person undertakes to hold Jump Dome free, harmless and excluded from enforcement for any claim by the parent(s) or legal guardian(s).

By booking and/or with payment of the entry ticket, the customer confirms either by law or by separate declaration that they are authorised to book for all persons listed, to be able to submit the necessary declarations (including agreement to the T&Cs, agreement to the disclaimer) for all persons, and the customer must hold Jump Dome free, harmless and excluded from enforcement from third-party claims.

### **GENERAL OBLIGATIONS OF THE CUSTOMER**

The contractual parties agree that the activities which may be performed in the Jump Dome facilities harbour risks and hazards which require a certain degree of fitness and ability. For this reason, the customer gives assurance that they meet the necessary mental and physical requirements for the activities/actions and use the facilities at their own risk.

The customer is aware that there is a risk of severe injury in the course of the sports/activities performed in the facilities, even when all safety precautions are adhered to. The customer shall therefore always act with a high degree of concentration and responsibility.

Particularly in cases where there is a high number of visitors or for group activities, the customer undertakes to take a high degree of care.

The customer therefore gives assurance that they shall perform the activities and actions in the Jump Dome facilities in a good mental and physical condition. Although the customer has knowledge of the risks and hazards associated with the activities, they have also decided of their own free will to use the facilities at their own risk.

Persons under the influence of medication, alcohol or drugs may not use the facilities of Jump Dome GmbH. Smoking is prohibited in all Jump Dome facilities.

The customer undertakes to read the rules of conduct before using the attractions/facilities and to comply with these. In addition, the customer undertakes to follow all instructions from Jump Dome employees without delay and at any time during their visit in and around the Jump Dome facilities.

The customer undertakes to inform the Jump Dome employees of any damage to the system without delay after discovering this.

Customers who violate these T&Cs, the rules of conduct or instructions from Jump Dome employees may be excluded from the use of individual or all Jump Dome facilities and removed from the premises. In this case, there is no claim to a full or proportional refund of the entry price.

## **LIABILITY**

Jump Dome shall assume no liability for defects or damage arising from improper use or use in breach of contract, force majeure or similar.

Jump dome shall only be liable for compensation for damages which have been caused deliberately or by gross negligence. Liability for ordinary negligence, with the exception of physical injury, is excluded. Jump Dome shall not be liable for indirect damage, loss of earnings/interest/savings, consequential and property damage and damage based on third-party claims.

Jump Dome shall not be liable for the loss or theft of personal effects of the customer, also in the case that a container or locker is broken into. Use of the lockers in the cloakroom is free of charge (against a deposit).

## **CCTV**

For safety reasons, the facilities (outdoor and indoor) are monitored by way of photography and video recording. These photographs and video recordings are utilised where necessary to reconstruct the sequence of events of an accident or for other relevant situations, and may be used as evidence for any proceedings. The customer has no right to demand the surrender of these video recordings. The photographs and video recordings are destroyed after 72 hours unless these are required for the purposes stated.

## **PLACE OF FULFILMENT**

In the absence of a deviating agreement, the place of fulfilment for all services between Jump Dome and the customer shall be the Jump Dome registered office.

## **PLACE OF JURISDICTION AND GOVERNING LAW**

The place of jurisdiction shall exclusively be the court locally responsible for 9020 Klagenfurt as has been agreed upon.

Exclusively Austrian law shall apply, with the exception of the referral standards of Private International Law and the UN Sales Law.

## **SEVERABILITY CLAUSE**

Should any individual provisions of these T&Cs be invalid or unenforceable or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of these T&Cs. The invalid or unenforceable provisions shall be replaced by such regulation whose effects come closest to the economic objective the contractual parties have pursued with the invalid or unenforceable provisions.

## **PRIVACY POLICY**

The data protection provisions are regulated separately and can be viewed at [www.jumpdome.at/datenschutz/](http://www.jumpdome.at/datenschutz/).

## **CONSENT TO DATA PROCESSING**

The customer consents that the following personal data may be processed:



- Identification data

- Address data

for the purposes of

- Documentation

- Contract processing

- Customer service

- Marketing

- Sending of emails

by Jump Dome Two GmbH.

This consent may be withdrawn at any time by sending an email to the email

address: [klagenfurt@jumpdome.at](mailto:klagenfurt@jumpdome.at).

Where consent is withdrawn, the lawfulness of the processing which occurred based on the consent up until the point of withdrawal of consent is not affected.

In addition to this, the customer has the right to information about the personal data relating to them which is collected, as well as its rectification. The request for information or rectification may be made via email to the email address:

[klagenfurt@jumpdome.at](mailto:klagenfurt@jumpdome.at).

### **Jump Dome Two GmbH**

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9020 Klagenfurt

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Corporate register court: Regional Court of Klagenfurt

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