

# Terms and Conditions

This document sets forth the general terms and conditions of use of the web site and constitutes an agreement between Adrenaline X-Treme Adventures GROUP Srl (hereinafter referred to as the "Owner"), whose registered office is located at Strada Gran Prè 21, 39030, Marebbe(BZ), and the "Customer" who uses the Adventures or services of Adrenaline X-Treme Adventures GROUP Srl.

## 1 Definitions

To enable full understanding and acceptance of these terms and conditions, the following terms, in the singular and plural, shall have the meanings set out below:

- **Owner: Adrenaline X-Treme Adventures GROUP Srl**, with registered office in Strada Gran Prè 21, 39030 Marebbe, VAT No. / Tax Code IT02634480210, fully paid-up share capital € 12,000.00, PEC address [adrenalinegroup.pec@sicurezzapostale.it](mailto:adrenalinegroup.pec@sicurezzapostale.it)
- Website: <https://www.adrenalineadventures.it/>
- **Adventure:** services sold by the Owner
- **Participant:** an adult natural or legal person purchasing the Adventure under these General Terms and Conditions;
- **Reservation:** indicates a reservation made by the Participant
- **Adult Participant:** means an adult who accompanies one or more children and actively participates in an Adventure.
- **Participation Form:** indicates the Risk Acknowledgement and Participation Conditions Form that must be signed by all Participants before taking part in the Adventure.
- **Terms and Conditions:** this contract governing the relationship between the Holder and the Customers and the sale of the Adventures offered by the Holder.

Our Conditions include important information about our Adventure, including restrictions on who can and cannot participate. Read them carefully!

If you or a Participant suffers from a pre-existing medical condition, we recommend that you contact us prior to the Reservation to ensure that it does not preclude you from participating. Otherwise, the Participant in question may not be able to attend and we will not be able to reimburse him/her.

The Participant declares that he/she has read all of these Terms (including the most important parts) and undertakes to ensure that all Participants are aware of and have accepted the Terms.

Please note that by booking or participating in our Adventure, you agree to be bound by these Terms.

### Restrictions on our adventures

Can you participate in our adventure? Please check the details of our restrictions and medical restrictions before completing your booking.

	<p>Su questa attrazione le persone possono raggiungere una velocità di 80 km/h ed un'altezza di 100 metri.</p> <p>Während dieser Fahrt können Geschwindigkeiten bis zu 80 km/h und eine Höhe von 100 Metern erreicht werden.</p> <p><b>On this ride people can reach the speed of 80 km/h on a height of 100 meters.</b></p>		<p>I capelli lunghi vanno raccolti ed eventualmente messi sotto il casco.</p> <p>Haare müssen gebunden, und eventuell unter dem Helm gebracht werden.</p> <p><b>Long hair should be tied and possibly put under the helmet.</b></p>
	<p>Peso minimo 35 kg - Peso massimo 130 kg</p> <p>Mindestgewicht 35 kg - Maximalgewicht 130 kg</p> <p><b>Minimum weight 35 kg - Maximum weight 130 kg</b></p>		<p>Non toccare le pullegge. La carrucola può raggiungere temperature elevate.</p> <p>Laufrolle kann heiß werden - nicht berühren.</p> <p><b>Don't touch the pulleys. Carriage may reach an high temperature. Risk of burning.</b></p>
	<p>È vietato portare con sé accessori che possano cadere durante il volo.</p> <p>Gegenstände die während des Fluges herunterfallen könnten sind nicht erlaubt.</p> <p><b>No objects liable to fall during the flight.</b></p>		<p>Non manomettere o aprire i moschettoni, il casco e l'imbragatura.</p> <p>Karabiner, Helm und Gurt nicht selber einstellen oder öffnen.</p> <p><b>Do not adjust or open carabiners, helmet and harness.</b></p>
	<p>Telefoni cellulari e macchine fotografiche devono essere dotati di custodia e legati al polso o al collo.</p> <p>Händys und Fotoapparate müssen in einer Hülle, die am Hals oder am Handgelenk gesichert ist, aufbewahrt werden.</p> <p><b>Mobiles Phones and cameras must be equipped with a strap and tied to your wrist or neck.</b></p>		<p>Non toccare la fune.</p> <p>Es ist strengstens verboten zum Seil zu greifen.</p> <p><b>Do not touch the rope.</b></p>
	<p>È vietato indossare ciabatte o infradito e rimanere a torso nudo durante l'attrazione. È consigliato indossare abbigliamento comodo e sportivo.</p> <p>Flip-flops und oben ohne sind nicht erlaubt. Wir schlagen eine angemessene Kleidung vor.</p> <p><b>Wearing slippers or flip-flops is not permitted. Remeaning shirtless is prohibited. It is recommended to wear comfortable and sporty clothing.</b></p>		<p>Non toccare la fune.</p> <p>Es ist strengstens verboten zum Seil zu greifen.</p> <p><b>Do not touch the rope.</b></p>
	<p>È severamente vietato fumare.</p> <p>Das Rauchen ist strengstens verboten.</p> <p><b>Smoking is strictly forbidden.</b></p>		<p>Vietato l'accesso a donne in gravidanza, persone con problemi cardiovascolari, dotati di pacemaker, epilettici, asmatici, pazienti con disfunzioni respiratorie e disabili. Sconsigliato a chi soffre di vertigini.</p> <p>Der Parcours darf auf keinen Fall von hochschwangeren Frauen, herzkranken Patienten, Epilektikern, Asthmatikern oder Patienten mit diversen Atmungskrankheiten, sowie von Menschen mit Behinderung angetreten werden. Außerdem ist es jenen abgeraten, die nicht schwindelfrei sind.</p> <p><b>The zipline is forbidden for pregnant women. It is also forbidden for people with a heart condition or disease, with epilepsy, with respiratory pathologies or asthma and with disabilities. Not recommended for people who suffer from dizziness or vertigo.</b></p>
	<p>È severamente vietato fumare.</p> <p>Das Rauchen ist strengstens verboten.</p> <p><b>Smoking is strictly forbidden.</b></p>		<p>Der Parcours darf auf keinen Fall von hochschwangeren Frauen, herzkranken Patienten, Epilektikern, Asthmatikern oder Patienten mit diversen Atmungskrankheiten, sowie von Menschen mit Behinderung angetreten werden. Außerdem ist es jenen abgeraten, die nicht schwindelfrei sind.</p> <p><b>The zipline is forbidden for pregnant women. It is also forbidden for people with a heart condition or disease, with epilepsy, with respiratory pathologies or asthma and with disabilities. Not recommended for people who suffer from dizziness or vertigo.</b></p>
	<p>Cibi e bevande non sono ammessi.</p> <p>Speisen und Getränke dürfen nicht mitgenommen werden.</p> <p><b>No food or beverage is permitted.</b></p>		<p>È vietato gettare oggetti dalla zipline.</p> <p>Es ist verboten Gegenstände von der Zipline zu werfen.</p> <p><b>It is forbidden to throw objects.</b></p>
	<p>Non appoggiarsi con il volto alla fettuccia. Mantenere almeno 30 cm di distanza durante il volo.</p> <p>Mindestens 30 cm Abstand von der Bandschlinge während der Fahrt halten.</p> <p><b>Do not lean on the sling. Keep a distance of minimum 30 cm during the flight.</b></p>		<p>È vietato gettare oggetti dalla zipline.</p> <p>Es ist verboten Gegenstände von der Zipline zu werfen.</p> <p><b>It is forbidden to throw objects.</b></p>
	<p>Mantenere le mani sul dispositivo direzionale durante tutta la corsa.</p> <p>Während der Fahrt sollte man sich am Bügel festhalten.</p> <p><b>Keep both hands on the handle until the end of the ride.</b></p>		<p>È vietato gettare oggetti dalla zipline.</p> <p>Es ist verboten scharfe oder gefährliche Gegenstände mitzunehmen.</p> <p><b>Dangerous or sharp items are forbidden.</b></p>
	<p>Mantenere le mani sul dispositivo direzionale durante tutta la corsa.</p> <p>Während der Fahrt sollte man sich am Bügel festhalten.</p> <p><b>Keep both hands on the handle until the end of the ride.</b></p>		<p>Gli animali non sono ammessi.</p> <p>Tiere sind nicht erlaubt.</p> <p><b>No pets allowed.</b></p>
	<p>Mantenere le mani sul dispositivo direzionale durante tutta la corsa.</p> <p>Während der Fahrt sollte man sich am Bügel festhalten.</p> <p><b>Keep both hands on the handle until the end of the ride.</b></p>		<p>È vietato portare oggetti contundenti e pericolosi.</p> <p>Es ist verboten scharfe oder gefährliche Gegenstände mitzunehmen.</p> <p><b>Dangerous or sharp items are forbidden.</b></p>

## 2 Customer Information

2.1 Where the distance contract is concluded between the Holder and a Participant, the information deemed mandatory is given below.

2.2 The identity, registered office and contact details of Adrenaline X-Treme Adventures GROUP Srl as the supplier of the Adventure for sale on the Web Site are as follows:

Adrenaline X-Treme Adventures GROUP Srl

Registered office: Strada Gran Prè 21, 39030, Marebbe(BZ)

Share Capital: Euro 12,000.00 fully paid up.

P.I.: IT02634480210

Tel. +39 0474/506029

E-mail: [info@adrenalineconstructions.com](mailto:info@adrenalineconstructions.com)

PEC: [adrenalinegroup.pec@sicurezzapostale.it](mailto:adrenalinegroup.pec@sicurezzapostale.it)

Headquarters: Via Catarina Lanz 24, 39030, Marebbe(BZ)

Tel. +39 0474 646621

E-mail: [info@adrenalineadventures.it](mailto:info@adrenalineadventures.it)

**2.3** The place of business shall be taken as the address for lodging a complaint by the Participant.

**2.4** The holder shall reply to complaints by e-mail and/or telephone within 15 working days of receipt thereof at the latest.

**2.5** The different types of admission tickets are displayed directly on the Site; the customer may view them before proceeding with the purchase.

**2.6** The Holder reserves the right to change/adapt the information and prices of admission tickets, even without any prior notice. Any lower price that may be applied after the Participant's purchase by the Holder to the admission tickets of the same type purchased shall not give rise to any right to a refund of the difference paid. These General Terms and Conditions of Sale may be amended at any time. Any changes will be in force from the moment they are published on the Site in the "Terms and Conditions" section. Participants are therefore invited to regularly access the Site and to consult the most up-to-date version of the General Terms and Conditions of Sale before making any purchase.

**2.7** Each selected adventure will contain the following information:

- 1) Availability (in the case of a fixed-date ticket) and price including all charges to the Participant
- 2) The duration of the Entry Certificate (which date or period of execution)
- 3) The modalities of delivery, payment and execution of the purchase contract
- 4) The contact details of the Controller.

### **3 When might we be forced to postpone or change your booking?**

a. We are committed to ensuring your safety and to complying with health and safety legislation. This means that sometimes weather conditions do not allow you to participate in the Adventure. If your booking is delayed due to weather conditions and this delay does not exceed 2 hours from the original booking time, you cannot claim a refund.

If the delay exceeds 2 hours, you may:

- (i) request a refund (subject to Condition 2(b) below); or
- (ii) you may reschedule your Reservation within 6 months of the date originally booked.

b. If you want a refund, you must request it within 14 days from the date of the cancelled booking. To request a refund, be sure to follow the steps below (otherwise we will not be able to provide you with a refund):

- (i) send an e-mail to [info@adrenalineadventures.it](mailto:info@adrenalineadventures.it);
- (ii) the subject of the e-mail must be 'Claim';
- (iii) include your full name and reservation reference number; and

(iv) be sure to request it within 14 days of the date of the cancelled Reservation!

c. If you do not request a refund within 14 days, you must reschedule your Booking within a period of 6 months in accordance with Condition 2(a)(ii) above, otherwise you will lose your Booking.

#### **4 The Participation Form**

Each Participant is required to sign a Participation Form. If a Participant fails to sign the Participation Form or fails to comply with any of the terms set out in the Participation Form, he/she may be prohibited from taking part in the relevant Adventure. In such case, no refund will be paid and we shall not be liable for any compensation, consequential losses or other losses arising.

#### **5 Reservations**

We advise you to book in advance to avoid disappointment. Reservations can be made via our website or at our Operations Centre or via our Partners' websites.

#### **6 Booking, Payment and Guarantee Options**

a. If you book directly with us online, we accept the following forms of payment:

1. PayPal
2. Credit/debit cards

At the end of the transaction, the Participant will receive an e-mail confirming the successful payment with a link to download the purchased admission ticket.

If payment authorisation is denied, the Holder may not send the admission tickets and shall not be liable for any delay or non-delivery.

Only part of the total amount will be charged at the time of booking. The balance will be settled directly at the Operations Centre. The balance can be paid in cash or by credit/debit card.

b. If the booking is made directly at our office, the total amount of the Adventure must be paid. Payment may be made in cash or by credit/debit card.

c. If the booking is made through a partner, payment including admission tickets will be made in accordance with their terms and conditions of ticket sales. Your booking is guaranteed by the issuance of a payment receipt, so make sure they provide you with one.

e. If you are a consumer, you can only book our Adventure if you are at least 18 years old.

f. If you are not a consumer, you confirm that you have the authority to bind any company on whose behalf you are making a reservation.

#### **7 Vouchers**

Vouchers purchased directly from us do not have an expiry date.

In order to provide vouchers, we need to ask you for the personal data of the person placing the order and of the person who will benefit from the voucher. This is to enable us to generate and send the vouchers. The data collected for this purpose may include, but is not limited to, name, address and contact details. This data will

never be used for reasons other than the processing of the voucher order and/or communication with the person redeeming the voucher and will never be shared with third parties without your knowledge.

Vouchers purchased via a booking partner will be governed by the terms and conditions of the booking partner.

Vouchers are non-refundable and cannot be exchanged for cash or other denominated vouchers.

## **8 Packages**

Package promotions cannot be used in combination with other offers. Bookings made as part of a package include an entrance ticket.

The admissibility of a refund or postponement is subject to the conditions set out in Clause 3b.

After the booking of a group package, if the number of participants falls below the number required for the group discount, the price will be recalculated accordingly.

## **9 Change or cancellation of reservation**

a. Requests to change bookings may, at our absolute discretion, be modified or postponed.

b. It is not possible to cancel the Reservation and receive a refund.

e. In Conditions 9(a), above, the time limits referred to refer to the date of booking of the original Adventure. Once the date of the Adventure has been changed or cancelled, it is not possible to change or cancel the date of the Adventure any further.

g. If the client postpones and wants to reschedule a peak session, he will have to pay the additional cost for the upgrade. If the client postpones and wants to reschedule an off-peak session, the difference between peak and off-peak will not be reimbursed.

## **10 Prices**

a. Prices shown are current at the time of booking and include entrance fees. The Owner operates a dynamic pricing model and prices are subject to change at our absolute discretion.

b. The price of your reservation will not be subject to any change, but if you wish to change your reservation in accordance with clause 9 above and the prices have increased since you made the reservation, you will be required to pay the difference in price.

## **11 What is included in the price?**

The price includes the adventure, all necessary equipment, the ascent to the starting point and VAT.

## **12 What is not included?**

The price does not include personal insurance, snacks, lunch, drinks, tips and any other items not expressly indicated as included.

## **13 Late arrival**

a. In the interest of others, we apply a strict time policy.

b. All participants must arrive at the designated location at least thirty (30) minutes before the start of the adventure. We will attempt to return you to the adventure finish point within fifteen (15) minutes of the scheduled end time, but cannot guarantee due to delays in the adventure or other circumstances beyond our control.

c. Failure to arrive at or before the scheduled arrival time shall not entitle you to a refund. There shall be no compensation for consequential losses, lost or additional travel expenses or other expenses of a similar nature.

#### **14 Image/video playback**

a. Automated camera systems may be installed on our site. During your visit your image may be captured by one or more of these devices. By visiting our Sites you agree to be filmed for the production of photos or videos. These images may be used for Adventure such as commemorative photographs that can be purchased on site. The footage may also be used for promotional purposes.

b. Video reproduction is a service that may be offered. The Owner accepts no liability if this service cannot be provided for any reason. No refund or compensation will be made in such circumstances.

c. In the case of children under the age of 18, the user accepts and consents, by making the Reservation, that still or video images of the children will be taken during the filming process.

d. Many of our visitors will capture video and photographs during their time on the site, either through the use of our Action Cams or personal devices. By visiting our site, you understand and agree that we are not responsible for the use of any images of you captured in this way.

#### **15 Children**

Children under the age of 18 require the supervision of an accompanying adult and the consent of a parent or guardian.

#### **16 Accessibility**

a. Unfortunately, we are not currently able to offer special or modified adventures to accommodate disabled customers who require a wheelchair or other mobility assistance and/or special access to our site. Please check these details before completing your booking or contact us on the phone to discuss your needs.

b. We reserve the right to refuse participation in the Adventure on the basis of a pre-existing medical condition which must be communicated to us in the Participation Form or (if earlier) at the time of Booking.

#### **17 Pets**

Pets are not allowed.

#### **18 Alcohol and non-prescribed drugs**

The consumption and use of alcohol and non-prescribed medication is strictly prohibited on all our Sites at all times. We reserve the right to refuse entry to anyone considered to be under the influence of alcohol or non-prescribed medication. Smoking is prohibited at all times while using our facilities.

#### **19 Insurance**

The Holder has adequate insurance. Personal insurance against accident, theft, loss or any other event is not included and the client must provide such cover if necessary.

## **20 Losses**

b. If the Participant deposits personal items, clothing or any other property with an employee or third party at any of our Sites, he or she does so at his or her own risk and the Owner shall not be liable for any loss or damage to such items, however caused. As you participate in physical activities, we cannot accept liability for any damage to clothing, footwear, etc.

## **21 Rights reserved**

Amendments to these Terms:

We reserve the right to make amendments or changes to these Terms at any time, ensuring that Clients of existing bookings will receive the latest copy of the Terms before participating in an adventure. If the amended Terms are not acceptable to a pre-booked Client, the booking may be cancelled without penalty or administration fee.

## **22 Events beyond Our Control**

a. We shall not be liable for any failure or delay in performing any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 26(b).

b. Event Outside Our Control means any act or event beyond our reasonable control, including, without limitation, strikes, lockouts or other industrial action by third parties, civil disturbances, riots, invasions, terrorist attacks or threats of terrorist attacks wars (declared or undeclared) or threats or preparations for war, fires, explosions, storms, floods, earthquakes, subsidence, epidemics/pandemics or other natural disasters, or failure of public or private telecommunications networks or inability to use railways, shipping, aircraft, motor transport or other public or private means of transportation.

c. If an event beyond our control occurs that affects the performance of our obligations under this Agreement:  
(i) we will contact you as soon as reasonably possible to inform you; and  
(ii) our obligations under a Contract shall be suspended and the time for performance of our obligations shall be extended for the duration of the Event Out of Our Control.

## **23 Complaints and disputes**

Any disputes or complaints must be brought to the Holder's attention in writing within fourteen (14) days of the event giving rise to the complaint/complaint. Upon receipt the Holder will respond within 14 days in writing. The Owner will endeavour to investigate and resolve such dispute or complaint without involving any third party. In the event that a complaint or dispute is not satisfactorily resolved, the Owner and the Customer agree that the dispute shall be settled and determined by arbitration under the laws of Italy, at the competent court in Bolzano.

## **24 Personal data**

In order to provide our adventures, we collect data on individuals, usually in a business context. We treat as personal data any data that identifies an individual or which, when combined with other information, can identify an individual.

Unless otherwise stated at the time of collection, we will be referred to as the 'controller' of the personal data you provide us with. This means that we control what happens and what is done with this data in our possession.

We collect various personal data which may include, but is not limited to, your name, address, e-mail, telephone number, age as well as any other information relevant to your booking. We will never collect any data that is not required to provide your adventure or for a legal obligation. It may also be necessary to collect additional data from you in the event of an incident on site. This data will be retained in line with our obligations under Italian law and our insurance policies. The retention periods required for this data will vary depending on the individual.

We undertake to provide details of any processing, including third parties who may have access to your data and the location of the processing, whenever we ask you to provide information.

## **25 Privacy**

Personal data will be protected and processed in accordance with the Privacy Policy, which can be found at <https://www.adrenalineadventures.it/privacy>.

## **25 Applicable Law and Jurisdiction**

The Conditions are subject to Italian law.

For all Participants, all disputes relating to the Adventure, performance and interpretation of these Conditions shall be subject to the jurisdiction of the courts of the place where the Holder has its seat, i.e. the Court of Bolzano.