



Information of Risks and Waiver of Liability

PLEASE READ CAREFULLY!

First Name:	Surname:
Address:	
Country:	Date of Birth:
Phone:	E-Mail:
ICE-Contact Name:	ICE-Contact Nr:

Information regarding Risks involved

The heliskiing program of Gudauri Heliskiing Ltd. includes skiing, snowboarding, telemark skiing and hiking in the open alpine ski area. Typical dangers and risks of the heliskiing program are in particular:

- The **possibility of avalanches**, which can never be completely excluded in the alpine free ski area despite experience and exact analysis. If buried, snowboard and telemark bindings pose an increased risk compared to alpine bindings, as they do not open automatically. I am aware of this risk, including the failure of avalanche emergency equipment and possible failure during the rescue chain.
- **Dangerous slope conditions:** The mountain areas used for heliskiing place additional demands on the athletes compared to skiing on groomed slopes and harbor certain dangers and risks, including steep slopes which, in their natural state, may present dangerous obstacles which may be hidden or covered with snow (e.g. For example, ice or snow cornices, tree stumps, streams, stones and boulders, dead trees, crevasses, holes and depressions under the snow surface, fences or other structures) and various and at times difficult and challenging snow conditions.
- **Orientation:** There is a risk of skiers being separated from their ski guide and losing their orientation in unknown areas.
- **Communication:** Communication can be difficult far from civilized areas and situations can arise that lead to difficulties in the rescue chain.
- **Helicopter transportation:** I am aware of the risk of an air accident associated with helicopter flights at high altitudes, in rough mountainous areas and in winter weather conditions. To keep this risk particularly low, we rely on pilots trained and experienced in alpine terrain and on helicopters from Wucher Helicopter GmbH. Despite the best possible maintenance of the helicopters, there is a risk of operational errors and mechanical failure.
- **Weather conditions, altitude:** weather conditions can be extreme and change rapidly without warning. This can lead to difficulties and delays, especially in the case of a rescue. Unusual altitudes can have an impact on physical conditions.
- **Wildlife:** Wild animals are unpredictable and dangerous situations can occur.
- **Instructions of the skiguide/base manager:** By participating in this trip I accept that I will follow the instructions of the ski guide, as I am aware that failure to follow the instructions involves the risk of injury to myself and others, up to and including loss of life. If I do not follow the instructions, the base manager may suspend me from participation of heliskiing.

I accept that my participation in the heliskiing program entails the risk of bodily injury, death, property damage and pecuniary loss. I am aware of these risks and dangers. I accept and assume all these risks and dangers. At the same time I declare that I have sufficient health, fitness and knowledge in skiing (or snowboarding, telemark) to keep the risk as low as possible. I agree to take the above mentioned risks and wish to participate in the heliskiing program.



Waiver of Liability

I hereby confirm that I waive all future claims against Gudauri Heliskiing Ltd., its organs, employees, partners and vicarious agents for bodily injury, death, property damage and pecuniary loss, including consequential damage and loss of property as a result of participation in the Heliskiing Program, also with effect on my legal successors. This waiver of liability does not apply in the case of intent. I hereby voluntarily waive any rights I might otherwise be entitled to.

Air transport within the Heliskiing Program is subject to the liability provisions of the Aviation Act of 1 January 1958 and its revision according to Federal Law Gazette No. 102/1997 (for domestic transport) as well as the Warsaw Convention of 12 October 1929 and the version of The Hague 28 September 1955 (for international transport) in the version applicable at the time of the flight. The liability of Wucher Helicopter GmbH (air carrier) and its personnel for death, bodily injury or other damage to the health of the passenger as well as for loss of or damage to luggage, cargo and damage to property carried or carried by the passenger is generally limited in accordance with these provisions. The bearer of this flight ticket or the persons listed on the flight ticket is or are insured against accidents by a recognized insurance company within the scope of the policy. The benefits from this insurance are deducted from the compensation to be paid by the Carrier and its personnel based on the applicable liability provisions.

My contractual relationship with Gudauri Heliskiing Ltd. is governed by Georgian law.

I hereby declare that I am 18 years of age or older and that I have read and understood the risk information and waiver of liability in full before signing. (If I am not 18 years of age, I must be signed by my legal guardian!)

I confirm that I have read, accepted and understood the attached Terms and Conditions of Gudauri Heliskiing Ltd and the attached Terms and Conditions of Wucher Helicopter GmbH.

I give my consent to the data processing and the use of image material on social media channels.

I have received the attached standard information sheet for package tour contracts "Heliskiing-Gudauri".

I confirm the conclusion of a travel and cancellation insurance.

This waiver of liability must be signed again on site in Georgia and is also a confirmation of participation at the welcome briefing.

Place, date

Signature

Name in block letters

Kazbegi (Georgia), date

Signature



CONTRACTUAL CONDITIONS OF GUDAURI HELISKIING LTD

1. Scope of application

1.1 The following conditions are the basis and part of the contract (hereinafter referred to as the "Travel Contract") which the Customer concludes with Gudauri Heliskiing Ltd, Tbilisi Digomi 1 Block 3b House No. 32, 0179 Tbilisi, Georgia (the "Promoter") either directly or through an intermediary.

1.2 Unless otherwise agreed in writing and subject to mandatory legal provisions, the mutual rights and obligations of the contracting parties shall be governed by these Terms and Conditions. Should any of the following travel conditions be invalid or inadmissible, this shall have no effect on the validity of the remaining travel conditions.

1.3 Oral agreements and assurances as well as changes to these conditions require the written confirmation of the Tour Operator.

1.4 When ordering or accepting the delivery or service of the Organizer, these terms and conditions shall in any case be deemed accepted.

1.5 The person who makes a booking for himself or for third parties is deemed to be the contractual partner and, unless otherwise stated, assumes the obligations arising from the travel contract vis-à-vis the Organizer (payments, withdrawal from the contract, etc.).

2. Conclusion of contract

The travel contract is concluded with the written confirmation of the organizer, which is issued after receipt of the signed registration of the customer and the received deposit according to point 3.4. From that time on, the rights and obligations arising from the contract become effective.

3. Change in the person of the participant

A change in the person of the traveler is possible in accordance with Point 7.6. if the replacement person fulfils all conditions for participation. The transferor and the purchaser shall be liable for the outstanding payment and, if applicable, for the additional costs incurred as a result of the transfer.

4. Payment conditions / payment modalities

4.1 With the booking the customer undertakes to pay a deposit of approx. 35 % of the total price. The remaining balance must be paid at least 100 days before departure.

4.2 Payment shall be made by bank transfer in Euro or via the specially set up PayPal account. Any expenses of a bank transfer must be met by the customer.

4.3 In order to be able to respond quickly to reservation enquiries and plan availability efficiently, it is not possible to maintain bookings indefinitely without receipt of payment. If the booking is not confirmed by a down payment (approx. 35 %) within two weeks, we assume a cancellation and will therefore allocate the places to other interested parties. This also applies if the balance has not been paid 100 days before the date of departure.

4.4 After receipt of the deposit, the participant will receive a written confirmation/invoice.

5. Short-term bookings

If the trip is booked within 100 days before the start of the trip, the entire invoice sum must be paid within 14 days upon receipt of the booking confirmation. The spaces can be booked by other parties until receipt of the full invoiced amount.

6. Prices, price adjustments

6.1 The published prices are per person, in Euro, for accommodation in a double room. For a single room there is a surcharge.

6.2 In exceptional cases, the tour operator reserves the right to increase the agreed tour price. Price changes may result from subsequent increases in transport costs (including fuel), from newly introduced or increased generally binding charges or fees, from government-imposed price increases (e.g. VAT) or from exchange rate changes. If we have to change the agreed price for the above reasons, the increase will be announced at the latest three weeks prior to departure.

6.3 If the price increase is more than 8% of the original travel price, the customer has the right to withdraw from the contract free of charge within seven days of receipt of the organizer's notification of the price increase. In this case, payments already made will be immediately refunded without interest.

6.4 If the costs mentioned in item 6.2. are reduced, the customer shall be entitled to a price reduction in accordance with § 8 para. 4 of the Package Travel Act.

7. Withdrawal

7.1 The customer's withdrawal from the travel contract must be made in any case by registered letter or e-mail. The withdrawal can also be declared to the travel agent Wucher Helicopter GmbH, Hans-Wucher-Platz 1, A-6713 Ludesch, Fax: +43 5550 3880-306.

7.2 Cancellation by the customer

If the customer withdraws up to 100 days before departure, the deposit will be refunded. Deadline is the date of receipt of the written notice of withdrawal.

If the customer withdraws at short notice, the following fees apply as a percentage of the all-inclusive price:

- 99 - 61 days before departure: 60%.
- 60 - 00 days before delivery

If the customer withdraws from the travel contract, he can propose a replacement person who will take the trip in his place and who will be credited with the paid lump sum (excluding flight to Tbilisi). The substitute person must fulfil all conditions for participation and be prepared to take over the travel arrangement under the agreed conditions. In this case, a processing fee of Euro 150 will be charged to the canceling customer.

7.3 Cancellation for SEMI-PRIVATE Groups

In the event of the absence of a group member, SEMI-PRIVAT Groups shall be entitled to nominate a substitute participant who shall enter into the contract in accordance with points 7.3. and 6. and to whom the paid lump sum (or partial lump sum) shall be credited. In this case, a processing fee of Euro 150 is due for the canceling participant. Otherwise the prices and conditions according to the service description for the new actual group size apply automatically.

If the entire SEMI-PRIVATE Group withdraws from the contract up to 100 days before departure, the deposit will not be refunded.



In the case of short-term cancellations of the entire SEMI-PRIVATE Group, the following fees apply per person as a percentage of the all-inclusive price:

- 99 - 61 days before departure: 60%.
- 60 - 00 days before departure: 100%.

7.4 The date of receipt of the customer's written notice of withdrawal (registered letter/fax) shall be deemed the effective date.

7.5 Any participant who does not arrive at the departure of the plane or any other departure point, or arrives too late or without the necessary travel documents, will not receive a refund of the travel price.

7.6. CORONA/COVID19 WITHDRAWAL

For the coming 2021 season, customers have the option of cancelling their booked trips free of charge and fees until the deadline on the 7th of November 2020. All advance payments made up to that date will be refunded in full. This cancellation option will come into effect if the freedom to travel remains restricted due to ongoing corona security restrictions. The source of information is the Georgian Embassy and the responsible "Foreign Office". If this cancellation option is taken up, points 7.2. and 7.3. will become invalid. No compensation for booked flights will be granted.

8. Cancellation by the tour operator

8.1 Without prejudice to further statutory rights of withdrawal, the organizer may withdraw from the travel contract before the start of the package tour if

- the minimum number of participants of 12 persons per week has not been reached (except private package)
- if the maximum number of participants is exceeded
- in the event of cancellations of the travel program for safety reasons of any kind (snow conditions, natural disasters, epidemics, etc., which are not the responsibility of the organizer or his subcontractors),
and the organizer's declaration of withdrawal to the customer at the latest
 - at the latest 20 days before the start of the package tour for trips of more than six days,
 - at the latest seven days before the start of the package for trips between two and six days,
 - at least 48 hours before the start of the package for trips lasting less than two days,
- in case of unavoidable and extraordinary circumstances (snow conditions, natural disasters, epidemics, political unrest, etc.) immediately, but before the start of the booked package tour.

8.2 In case of withdrawal from the contract according to point 8.1, the organizer will, as far as possible, change the booking to a heliskiing program of equivalent quality and standards at an available later date in during the same season or during the following season. If this is not possible, the organizer will refund the paid amount to the customer without interest. If the customer refuses the above-mentioned rebooking, he will be refunded the amount paid without interest and less a processing fee of 150 euros per person. Further claims are excluded. In the event of cancellation by the organizer, no compensation will be granted for self booked flights.

8.3. CORONA/COVID19 WITHDRAWAL

For the coming 2021 season, the tour operator has the option of cancelling the booked trips free of charge and fees until the deadline of the 30th of December 2020. The deposits made until then will be refunded in full. This cancellation option will come into effect if the freedom to travel remains restricted due to ongoing Corona security restrictions. The source of information is the Georgian Embassy and the responsible "Foreign Office". No compensation for booked flights will be granted.

9. Self bookings by the customer

Flights and other services booked by the customer are not the responsibility of the organizer. In case of cancellation of the trip by the organizer (e.g. due to insufficient snow, etc.), the costs for the flight booking will not be covered.

10. Transport

The group transfer from Tbilisi Airport to Kazbegi and from Kazbegi Airport to Tbilisi Airport is included in the premium package. Individual arrival and departure to/from Kazbegi can be arranged by the tour operator, however this will incur additional charges. If the customer arrives too late, the organizer cannot be held responsible for additional costs (e.g. hotel costs, etc.).

11. Early return journey

11.1 If a participant interrupts the trip prematurely, no refund will be made for services not used. The additional travel costs shall be met by the customer.

11.2 If an early termination of the program is necessary due to force majeure (snow conditions, natural disasters, epidemics, political unrest, etc.), due to political circumstances or for safety reasons of any kind, only the services not yet provided by the heliskiing package will be refunded.

12. Insurance

No insurance is included in the package price. It is the express responsibility of the traveler to insure himself for the coverage of all risks arising and to check whether coverage is guaranteed worldwide. The conclusion of a cancellation and travel insurance is strongly recommended in one's own interest.

12.2 Special attention should be paid to cover rescue flights with our helicopter, as we will charge for this flight time. This cover is mandatory.

13. Risk disclosure

13.1 Each participant receives with the booking documents information about risk associated with heliskiing to be separately signed by the customer including a waiver of liability. This also applies to a replacement person proposed by the customer.

13.2 The contractual provisions contained in the risk information take precedence over the present contractual conditions.

14. Complaints

If the customer should have cause for complaints during the journey, then these must be communicated immediately to the Base Manager on site. The Base Manager will make every effort to remedy the defects on the spot as soon as possible, provided that this is possible in individual cases.

15. Program changes

The tour operator reserves the right to change the programs or individual agreed services (e.g. type of transport, etc.) if unforeseen circumstances and/or the situation in the destination country if required. In the event of program changes prior to the start of the trip, the customer will be informed of the change immediately.

In this case, the customer is entitled to the right of withdrawal in accordance with § 9 of the Package Travel Act.



16. Relaxing-experience program points

16.1 There is no cash redemption for individual relaxing experience program points which cannot be carried out for various reasons (weather, overlapping due to heliskiing, etc.).

16.2 There is a minimum number of four persons. Should this not be reached (also due to lack of interest), the respective program item will not take place. No refund will be made.

17. Helicopter

17.1 The tour operator attaches great importance to European quality and therefore uses Eurocopter "Ecureuil" AS 350 B3 helicopters in the Caucasus. These helicopters are operated by experienced pilots of Wucher Helicopter GmbH.

17.2 Flight operations/refunds

If flight operations are cancelled for reasons such as bad weather, technical problems, fuel supply, illness of the pilot or guides, etc. and the guaranteed vertical meters/runs/flying hours are therefore not reached, the customer shall be entitled exclusively to reimbursement of the full amount of the guaranteed altitude difference not flown. Further claims for reimbursement are excluded. In particular a reclaim is not possible:

- if the customer returns to the hotel prematurely due to lack of fitness or at his own request
- possible runs are voluntarily set out and thus the achievement of the guaranteed vertical meters/runs/flying hours is prevented
- if the customer is excluded from the flight operation by the guide for safety reasons or for health reasons (also preventive)
- if the customer "significantly" prevents the rest of the group from skiing enjoyment due to a lack of skiing skills and the ski guide must restrict the customer's participation as a result.

In such cases, the vertical meters/runs/flying time of the respective group will be accounted for during this time period.

- Only in the case of "fuel runs" is it possible to fly back to the base. This will be communicated in advance by the ski guides.
- To continue heliskiing, at least three customers (plus two guides) must continue skiing.

17.3 Procedure "Unlimited" Heliskiing

Flights will take place from Sunday to Friday from 09:00 - 16:00, provided that the weather and snow stability allow for safe flight operations.

20.000 vertical meters are guaranteed. If these are not reached, the refund amounts to € 120,- / 1.000 m/vert. not skied.

17.4. Procedure "Relaxing" Heliskiing

Flights will take place from Sunday to Thursday from 09:00 - 16:00, on Friday from 09:00 - 11:30, provided that the weather and snow stability allows for safe flight operations.

20 runs are guaranteed. If these are not reached, the refund is € 120,- / run not skied.

A minimum of 5 runs will be skied per day. If the weather forecast predicts less than four flying days, additional runs per day will be skied.

The Relaxing-group will return to the base after lunch (or at the latest during the fuel run). If the customer wants to take advantage of more runs at this time, a minimum of three runs must be booked in addition. If extra runs (€ 140,-/Run) are taken, a minimum of 3 participants is required. Not used / skied runs are not transferable to third parties!

17.5. Procedure "Semi-Private Heliskiing"

Flights will take place from Sunday to Friday from 09:00 - 16:00, provided that the weather and snow stability allow for safe flight operations. Guaranteed are 6 flying hours, if these are not used, the refund is € 2.000,- / not flown flying hour.

18. Passport, Visa, Vaccinations, Customs

18.1 The customer shall inform himself about the currently valid entry regulations at the relevant Georgian embassy, consulate or foreign office.

18.2 A passport valid for 6 months beyond the date of return is required for entry into Georgia. A visa for Georgia is not necessary for US, EU and Swiss citizens for a stay off max. 90 days.

18.3 The customer is responsible for compliance with entry, health and customs regulations.

19. Miscellaneous

Services included in the price are listed in the service description (website and info folder). Status: April 2020.

20. Offsetting

The traveler shall not be entitled to set off claims asserted or even actual claims against the claims of the organizer unless the claims of the traveler have been awarded or recognized by a court of law.

21. Warranty, liability, statute of limitations

21.1 The agent is liable towards the traveler and his fellow travelers to the extent provided by law, but towards the entrepreneur only for gross negligence and intent. This limitation of liability also applies to the subcontracted agents of the agent.

21.2 Contrary to 21.1, the tour operator does not assume any liability for damages suffered by the customer during the exercise of heli-skiing in accordance with the liability waiver separately signed by the customer.

21.2 The liability of the tour operator for damage caused by delay, for consequential damage caused by a defect and for mere financial losses including loss of profit is excluded unless this is contrary to mandatory law.

21.3 Claims for damages and warranty claims against the agent shall become statute-barred two years after knowledge of the damage or defect.

22. Applicable law

Georgian law shall apply to the contract between the organizer and the customer to the exclusion of conflict-of-laws rules on referrals.



TERMS OF CONTRACT OF WUCHER HELICOPTER GMBH

1. Scope of application

1.1 The present contract and terms of business are an integral part of the contract of agency between Wucher Helicopter GmbH (FN 214816g), Hans-Wucher-Platz 1, A-6713 Ludesch (hereinafter referred to as "the agent") and the traveler.

1.2 Subject to deviating written agreements and subject to mandatory legal provisions, the mutual rights and obligations of the contracting parties shall be governed by these terms and conditions. Should any of the following travel conditions be invalid or inadmissible, this shall have no effect on the validity of the remaining travel conditions.

1.3 Oral agreements and assurances as well as changes to these conditions require the written confirmation of the agent.

1.4 When ordering or accepting the delivery or service of the Provider, these terms and conditions shall in any case be deemed accepted.

1.5 The person who makes a booking for himself or for third parties shall be regarded as the client and, in the absence of any other declaration to the contrary, shall assume the obligations arising from the placing of the order vis-à-vis the travel agency (payments, withdrawal from the contract, etc.).

2. Travel arrangement

2.1 The agent does not offer or organize any travel services, but acts as a travel agent within the framework of the contract of agency concluded with the traveler. For all brokered services, the respective general contract and travel conditions of the responsible service provider/organizer apply.

2.2 On the basis of the information and wishes of the traveler, Wucher makes non-binding travel proposals. If a travel proposal based on the information and wishes of the traveler is not possible, the agent points this out. If the traveler is interested in a travel proposal submitted by the agent, the agent will prepare a corresponding travel offer. The travel offer prepared by the travel agent is subject to confirmation by the tour operator/service provider.

2.3 The agent selects and arranges the tour operator and the service provider with the diligence of a businessman. The mediation takes place under careful evaluation of gained experiences.

2.4 The travel agent's declarations represent a promise of use to forward the traveler's wishes to the tour operator and service provider and are not a legally binding promise as long as they have not been confirmed by the tour operator or service provider.

3. Duties of clarification and cooperation of the traveler

3.1 The traveler shall notify the agent in good time, completely and truthfully of all circumstances affecting him and his fellow travelers which may have an effect on the preparation of travel proposals / travel offers or on the execution and execution of the travel (services) prior to conclusion of the contract. This applies in particular

- special needs (e.g. limited mobility),
- the state of health (e.g. illnesses, physical ailments, food intolerances, etc.),
- for heli-ski trips, additional information on skiing ability (beginner/advanced/very advanced).

3.2 Special wishes of the traveler in terms of customer wishes are generally non-binding and do not trigger any legal claim as long as these wishes have not been confirmed by the tour operator/service provider.

4. Prohibition of set-off and retention

4.1 The traveler shall not be entitled to set off any alleged or actual claims against the claims of the Agent unless the Traveler's claims have been awarded or recognized by a court of law.

4.2 The customer is not entitled to withhold his payment to the provider.

5. Information and other ancillary services

5.1 It is assumed that a valid passport is generally required for travel abroad.

5.2 The agent shall inform the traveler of any additional foreign passport, visa and health regulations as well as foreign exchange and customs regulations on request, insofar as these can be ascertained in Austria. In all other respects, the customer is responsible for compliance with these regulations. Only on the basis of a separate agreement shall the agent obtain a visa, if necessary, for a fee.

6. Warranty, Liability, Statute of Limitations

6.1 The liability of the intermediary extends to

- the careful selection of the respective organizer and/or service provider as well as the careful evaluation of gained experiences;
- the flawless provision of services including appropriate information for the customer and delivery of travel documents;
- the verifiable forwarding of advertisements, declarations of intent and payments between the customer and the brokered company and vice versa (e.g. changes to the agreed service and price, declarations of withdrawal, complaints).

6.2 The agent shall not be liable for the provision of the service mediated by him.

6.3 If the agent violates his obligations arising from the contractual relationship with the traveler, the agent is obliged to compensate the customer for the resulting damage if he does not prove that he was not guilty of intent or gross negligence. For breaches of contract in the event of minor fault, the travel agency is obliged to compensate the customer for any resulting damage up to the amount of the commission of the brokered transaction.

6.4 The liability of the agent for damage caused by delay, for consequential damage caused by a defect and for mere financial losses, including loss of profit, is excluded unless this is contrary to mandatory law.

6.5 Claims for damages and warranty claims against the agent shall become statute-barred two years after knowledge of the damage or defect.



7. Final provisions

7.1 The customer is not entitled to assert his claims arising from the contract against third parties.

7.2 For all disputes arising out of or in connection with the contract between the agent and the traveler, it is agreed that the competent court for A-6713 Ludesch shall have jurisdiction.

8. Data protection

8.1 Information in accordance with Art. 13 DSGVO and consent

The traveler acknowledges for himself and his fellow travelers and agrees that the personal data provided by him in the context of the travel booking may be used by Wucher Helicopter GmbH (FN 214816g), Hans-Wucher-Platz 1, A-6713 Ludesch, are processed for the purposes of personal and contract administration as well as the mediation of the travel event contract as well as for the purpose of processing to the tour operator/service provider and, if applicable, if a travel insurance policy is taken out within the framework of the mediation of the travel event contract, are transferred to the named insurance company for the purpose of the insurance of my trip (Art. 6 para 1 lit b) and lit f) DSGVO).

From the time the personal data is transferred to the tour operator/service provider and, if applicable, to an insurance company, these recipients of the transfer decide on the use of the data and are therefore responsible for compliance with the requirements of the DSGVO.

8.2 Consent to the transfer of data to other EU countries

The traveler acknowledges and consents for himself and his fellow travelers that the personal data for the booking and execution of the journey provided by him in the context of the travel booking will also be transmitted to a country outside the EU for which no EU Commission adequacy decision has been made and in which the transmitted personal data may be subject to a lower level of protection than in the EU or no level of protection and therefore the risk of unauthorized transmission and use of the transmitted personal data is higher than in the EU.

8.3 Data protection rights

The traveler acknowledges for himself and his fellow travelers that he has a right vis-à-vis Wucher Helicopter GmbH to receive information about the personal data concerning him, to correction, deletion, restriction of processing, objection to processing (direct marketing) as well as to data transferability and revocation of consent at any time.

In addition, there is the right to lodge a complaint regarding data processing with the data protection authority.

Data processing by Wucher Helicopter GmbH is based exclusively on the contractual relationship (travel booking) and the services used in this connection. Without the provision of the necessary data, the processing of the travel event and any insurance of the same are not possible.

Requests for information should be addressed to Wucher Helicopter GmbH (FN 214816g), Hans-Wucher-Platz 1, A-6713 Ludesch, e-mail: helicopter@wucher.at, responsible for data protection: Thomas Türtscher.

8.4 Consent for marketing purposes:

The traveler agrees that Wucher Helicopter GmbH may use the personal data (i.e. first name, surname, address, telephone number, e-mail address) for the purpose of sending/communicating information about new offers, products and services.

- by mail and
- by e-mail and
- by phone

and therefor are processed.

The use of the data to provide the services from the travel booking is independent of this consent.

NO, I do not want to receive information about new offers, products and services.

Revocation: I can revoke this consent at any time by e-mail to helicopter@wucher.at or by letter to Wucher Helicopter GmbH (FN 214816g), Hans-Wucher-Platz 1, A-6713 Ludesch. The revocation of consent does not affect the legality of the processing carried out until the revocation.



Standard Information Sheet for Package Travel Contracts "Heliskiing Gudauri"

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302, so you can benefit from all the EU rights that apply to package travel.

Gudauri Heliskiing Ltd, Tbilisi Digomi 1 Block 3b House No. 32, 0179 Tbilisi, Georgia, is fully responsible for the proper execution of the entire package.

In addition, Gudauri Heliskiing Ltd. has the statutory security to repay your payments in the event of its insolvency.

The most important rights of travelers under the Directive (EU) 2015/2302 are:

- Travelers will receive all essential information about the package before the conclusion of the package contract.
- At least one operator is always liable for the proper provision of all travel services included in the contract.
- Travelers receive an emergency telephone number or contact details of a contact point where they can contact the tour operator or travel agency.
- Travelers may transfer the package to another person within a reasonable time and possibly at additional cost.
- The price of the package may only be increased if certain costs (e.g. fuel prices) increase and if this is expressly provided for in the contract, and in any event no later than 20 days before the package commences. If the price increase exceeds 8% of the package price, the traveler may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveler has the right to a price reduction if the corresponding costs are reduced.
- Travelers may withdraw from the contract without paying a cancellation fee and will receive full reimbursement of all payments if any of the essential elements of the package other than the price is substantially changed. If the operator responsible for the package cancels the package before its commencement, travelers shall be entitled to reimbursement and, in certain circumstances, compensation.
- In exceptional circumstances, travelers may withdraw from the contract before the package starts without paying a cancellation fee, for example if there are serious safety problems at destination which are likely to affect the package.
- In addition, travelers may withdraw from the contract at any time before the start of the package against payment of a reasonable and justifiable cancellation fee.
- If after the start of the package tour essential components of the package tour cannot be carried out as agreed, the traveler shall be offered appropriate other precautions at no additional cost. The traveler can withdraw from the contract without paying a cancellation fee if services are not provided in accordance with the contract and this has considerable effects on the provision of the contractual package tour services and the tour operator fails to remedy the situation.
- The traveler is entitled to a price reduction and/or compensation if the travel services are not provided or are not provided properly.
- The tour operator will assist the traveler if he is in difficulties.
- In the event of the insolvency of the tour operator or, in some Member States, of the travel agent, payments will be refunded. If the insolvency of the tour operator or, if relevant, of the travel agent occurs after the package has begun and the carriage forms part of the package, the return of the passengers shall be guaranteed. Gudauri Heliskiing Ltd. has an insolvency insurance with Europäische Reiseversicherung AG, Kratochwjlestrasse 4, 1220 Vienna, Austria. Travelers may fill in this institution or the competent authority (if applicable) if they are denied benefits due to the insolvency of Gudauri Heliskiing Ltd.
- Directive (EU) 2015/2302 has been implemented in Austria in the Package Travel Act (PRG). This is available at www.ris.bka.gv.at