

TERMS & CONDITIONS FOR EXPERIENCING SKYMAX LOUNGE

Guests of Himalayan Flyers agree to comply with the following terms of use (hereafter referred to as Terms) before any booking of joyride.

The Organizer shall have the right to change, modify, amend or update the Terms of use of the System by publishing the relevant information/news in the www.himalayanflyers.com. The amendments enter into effect upon their publication on the www.himalayanflyers.com.

By booking a joyride, you will be deemed to accept the prevalent Terms and agree to be bound by those. It shall be your responsibility to verify the Terms and Conditions, each time you book joyride.

1. DEFINITIONS AND INTERPRETATION

“Joyride” refers to the flying experience on hummerchute, which will be held at a venue in respect of which we have the right to offer you joyrides. Evidence (including offline/electronic/online bookings) is electronic booking confirmation for our joyride sold by us to you. “Venue” means any facilities or locations of any nature where the event is being held. “We” means the organizer. “Us” and “Our” shall be read accordingly. “You” means the person who booked or anybody who in our reasonable opinion is acting with your authority or permission. “Your” shall be read accordingly.

2. JOYRIDES

- 2.1 All prices quoted are in Indian Rupee (INR).
- 2.2 All joyrides are booked subject to availability and these terms and conditions. These terms and conditions should be read carefully prior to booking and any queries relating to them should be raised with us prior to booking, as booking of joyride constitutes acceptance of these terms and conditions.
- 2.3 You shall receive the confirmation of booking from the System (both offline/online) through the e-mail address provided by the Customer in the System upon paying for the joyride.
- 2.4 A valid confirmation must be produced to get into the event. Joyride is valid on the date and time of the event only. 1 (One) joyride admits 1 (One) person only.
- 2.5 Removing any part of, altering or defacing the booking confirmation may invalidate your joyride. It is your responsibility to check your time and slot of joyride during the booking process on our System. Any mistake made during the booking cannot be rectified after the booking. Please check your booking confirmation carefully and contact us immediately if there is a mistake.
- 2.6 The resale of joyride(s) is prohibited. We reserve the right to cancel any joyride(s) that have been resold.
- 2.7 Any use of the Himalayan Flyers website, its contents and data for any unlawful activities, as well as for the purpose of sale or resale of joyride(s), is prohibited without organizer prior written consent.
- 2.8 Once joyride(s) are sold, refund or cancellations will not be entertained. However we allow the booking to be valid for indefinite time or transfer to your family or friends. The joyride booked can be availed anytime, if for reason you are not available at your booked time.
- 2.9 We will not be responsible for any joyride(s) confirmation is lost, stolen or destroyed.
- 2.10 The Organizer only accepts responsibility for joyrides(s) bought from one of its own managed sales points.
- 2.11 Ownership or possession of a joyride(s) confirmation does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any symbols, trademarks, logos and/or intellectual property appearing on the joyride(s) confirmation.
- 2.12 Any joyride(s) confirmations obtained in breach of these terms and conditions shall be void and all rights conferred or evidenced by such booking(s) shall be void. Any person seeking to use such a void booking(s) in order to gain or provide entry to our event may be considered to be a trespasser and may be liable to be ejected and liable to legal action. Void seat(s) are non-refundable.
- 2.13 You may transfer the joyride(s) and the consideration for joyride(s) transfer will however be given if you can provide evidence of double booking, illnesses or other related emergencies to the Organizer 48 hours before their flying start timing through email together with his/her replacement's details such as Full Name, identification Card Number/Passport Number, Contact Details etc.
- 2.14 By performing any action on the System's site, or at the Himalayan Flyers booking counter, Customer confirms that:

- 2.14.1 All prices quoted are in Indian Rupee (INR).
- 2.14.2 It is a legal entity whose representative has all and any powers to use the System services in the name of that person, and to assume any obligations for that legal entity.
- 2.14.3 The person duly understands and complies with all the Terms of Use of the system.
- 2.14.4 Pregnant Women are not allowed to experience joyride.
- 2.14.5 Safety of Children is our priority and concern so Children below 14 years of age are not allowed to experience joyride.
- 2.14.6 Children of age 14 years & above AND having height not less than 130cm are allowed for experiencing and enjoying joyride.
- 2.14.7 For the guest falling under the age of 18, the presence and signature of parents/guardian that is at least 18 years old and above will be required for indemnity form.

3. PRICE & PAYMENT

- 3.1 The price of the seat(s) shall be the price seat(s) at the time we accept your order.
- 3.2 Please be advised that additional credit/debit card or banking fees may be charged per seat on certain performances.
- 3.3 If you pay via credit/debit card, you can find the payment transaction on your credit card statement under the name
- 3.4 Discount/Promotion codes is not applicable in conjunction with other on-going promotions, discounts, vouchers or privilege cards.

4. CHANGE TO EVENT

The Organizer may postpone, delay, cancel, interrupt or stop the event due to adverse weather, dangerous situations or any other causes beyond reasonable control.

5. LIABILITY

In the event of the event being delayed, cancelled or postponed, the Organizer cannot be held responsible for any costs incurred by the customer for travel, accommodation or any other related service. Decisions to postpone or delay events are not under the Organizer's control; therefore, we are not liable and will not offer compensation or refunds of any costs incurred.

Customer agrees that we shall not be liable for

- any delays in the delivery and/or non-delivery of any joyride confirmation;
- anything affecting the production of an Event of an act of God, action by any government entity, electronic malfunction or any condition beyond the control of us; and
- consequential damages of any nature whatsoever. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO YOUR PURCHASE OF A JOYRIDE, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL OUR LIABILITY HERE-UNDER EXCEED THE PRICE OF THE JOYRIDE PURCHASED BY YOU.

6. CANCELLED OR RE-SCHEDULED OF EVENT

It is your responsibility to ascertain whether the Event has been cancelled or re-scheduled and the date and time of any re-scheduled event. Where an event is cancelled or re-scheduled, the organizer will use our reasonable and best endeavors to notify you.

7. CONDITIONS OF ADMISSION

- 7.1 You have to be at least 14 years old and above to be able to take part in the joyride. If the guest(s) is under the age of 18, the presence and signature of parents/guardian will be required for indemnity form.
- 7.2 Punctuality is very important for the joyride. You are advised to arrive (30 Minutes prior to the scheduled lift off time) at the exact scheduled time of your package. If there is a delay on your arrival and other guests are already on time, the Organizer will include you only after the guests reaching on time have taken their joyride and in case you desire, your booking(s) will be re-scheduled automatically as per your choice of time and date, with no refund will be given.
- 7.3 You are advised to dress accordingly to the weather. Please be advised that at so much of height the wind can be stronger and the temperature can be lower than usual.

- 7.4 The Organizer reserves the right to refuse or deny your admission to the venue in reasonable circumstances including health and safety matters, licensing reasons or where a joyride(s) is void. The Organizer also reserves the right to request you to leave the venue at any point of time on any reasonable grounds and may take any appropriate action to enforce this right.
- 7.5 By way of example, the Organizer may remove anybody who:
 - 7.5.1 behaved in a manner which in the reasonable opinion of the organizer has, or is likely to affect the enjoyment of other Customers
 - 7.5.2 uses threatening, abusive or insulting words or behavior or in any way provokes or behaves in a manner which may disturb the peace of the Organizer and other Customers
 - 7.5.3 in the reasonable opinion of the Organizer, you are acting under the influence of alcohol or drugs.
 - 7.5.4 Sighting the above points, Organizer has full right to cancel the joyride booking with no refund given to guests.
- 7.6 You must comply with the instructions and directions given by the Organizer, the staff and stewards on duty. No re-scheduling will be given who has been denied entry due to their own behavior as suggested in, but not limited to, the examples above. And organizer has full right to cancel the joyride booking in such situations.
- 7.7 You voluntarily assume all risk and danger incidental to the event whether occurring prior to, during or subsequent to the actual event, including any death, personal injury, loss, damage or liability.
- 7.8 Himalayan Flyers does not limit in any way the participation of any specially abled person, but the said individual MUST provide such information (in writing) regarding their medical conditions to the Organizer prior to purchasing a joyride(s). The Organizer will then assess the situation and people trained in safety experience will decide whether the individual may or may not participate.

8. SAFETY RULES FOR THE EVENTS

- 8.1 In the case of adverse weather conditions, the Organizer has the rights to delay the session (at the Organizer's discretion but with a maximum delay of 1.5 hours only). If the condition of the weather does not improve, the session will be re-scheduled for other day and time. Please note that no refund will be given in such cases.
- 8.2 For safety reasons, you must be at least 130 cm of height and with a maximum weight of 90kg of weight to enjoy the Dinner in The Sky.
- 8.3 We suggest you to avoid wearing open shoes or shoes without laces on the day of the event.
- 8.4 Safety belts are for your protection. Leave them as they are and do not try to open them at any point during the flying session.
- 8.5 It is strictly forbidden to throw/release anything from the hummer chute at any time, except for seed bombs which shall be provided on payment/demand and to the specific areas where pilot will guide. Failure to adhere to this condition will lead to termination of flying time and shall be landed at any point of time with no refund given.
- 8.6 Smoking of conventional and or electronic cigarette/cigar is strictly prohibited during the air borne time. Failure to adhere to this condition will lead to termination of flying session and will be landed to ground with no delay.
- 8.7 Only small items such as cell phone or compact cameras will be allowed to be brought together with you.
- 8.8 Strictly large handbags are allowed on hummechute as lockers will be provided for large items as mentioned above. It is your responsibility to keep your personal belongings like cell phones, cameras safe. The Organizer is not to be held responsible for the damage or loss of your items, if any.
- 8.9 You are obliged to adhere and obey any instructions given by staff of Himalayan Flyers at all times. Touching any operational device or machinery is strictly prohibited and may result to legal actions.
- 8.10 If you have questions or concerns about our Privacy Policy or your data, Terms and Conditions for using System, please feel free to contact us by email.

9. RESTRICTIONS AND PROHIBITIONS

- 9.1 The use of equipment for recording or transmitting (by digital or other means) any audio, video or audio-visual material or any information or data inside the event venue is strictly forbidden, unless for personal use only. Unauthorized recordings, tapes, Vlogs or similar items may be confiscated and destroyed. Any recording made during the Event constitutes a breach of these conditions and shall

automatically belong to the Organizer. The Organizer will not be held liable for any loss, theft or damage to any confiscated items.

- 9.2 The Organizer reserves the right to use any photograph/video taken at any flying session, without the expressed written permission of those included within the photograph/video. The Organizer may use the photograph/video in publications or other media material produced, used or contracted by the organizer including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.
- 9.3 Any person desiring not to have their photo taken or distributed must inform the Organizer in writing of his/her intentions and include his or her photograph. The Organizer will use the photo for identification purposes and will hold it in confidence.
- 9.4 The following are not permitted within any venue:
 - 9.4.1 Pets, animals
 - 9.4.2 Your own food and drink (unless permitted by the Organizer)
 - 9.4.3 Bottles, cans or glass containers (unless permitted by the Organizer);
 - 9.4.4 Any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives)
 - 9.4.5 Illegal substances
 - 9.4.6 Professional/ commercial recording devices

10. WEATHER CONDITIONS

The Organizer has the full rights to reschedule flying session, subject to conditions deemed unsafe as the following (with no refunds given):

- 10.1 Heavy rain/thunderstorm
- 10.2 Haze
- 10.3 Unsuitable winds
- 10.4 Natural powers like Flooding, hurricane, earthquake or any force major at the venue
- 10.5 Any politically motivated restriction/strike/curfew at venue or its surrounding

11. REFUNDS

- 11.1 Jorides(s) booked cannot be refunded, exchanged or cancelled once issued except in the event of a cancellation by the Organizer themselves.
- 11.2 If an event is cancelled by the Organizer, the following situation will take place: we will re-schedule the flying session for any later time. The biking shall be valid till indefinite time or it can be transferred to your friends/family, for which guest has to provide details.
- 11.3 If the Event is postponed, booked seat(s) for the original date will be valid for the new date unless otherwise notified. You will NOT have the option to seek a refund for the value of the booked seat(s) for a postponed event.
- 11.4 The Organizer has the full rights to cancel flying session due to bad weather or any such condition caused by Nature, We are not providing the option of weather insurance.

12. GIFT CARDS

- 12.1 This gift-card IS NOT THE ACTUAL TICKET.
- 12.2 You will need to REDEEM this voucher to a ticket by going to our website or through phone call.
- 12.3 Any additional cost exceeding the value of this voucher will be paid by the redeemer.
- 12.4 This gift-card cannot be used for special event days.
- 12.5 This gift-card cannot be refunded or exchanged for cash.
- 12.6 The redemption is only possible/ valid, subject to availability. You may refer to our website on the available dates.
- 12.7 This gift voucher will not be replaced if its lost, damaged or stolen.
- 12.8 Himalayan Flyers reserves the right to amend these terms and conditions without prior notice.

13. Governing Law, Jurisdiction and dispute resolution

If a dispute arises regarding these terms of use, the laws of the Republic of India will apply and shall be subject to the exclusive jurisdiction of courts in Dehradun, Uttarakhand, India.