

## TERMS and CONDITIONS

update 20/09/2022

Welcome, and thank you for your interest in Triple Front General Trading / LTD, ("Ozone," "O3," "we," or "us") and our website at [shop.ozone.tunn3l.com](http://shop.ozone.tunn3l.com) ("Website"). These Terms of Use are a legally binding contract between you and Ozone regarding your use of the Website. PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE OZONE PRIVACY POLICY (TOGETHER, THE "Terms"). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Website. These Terms provide that all disputes between you and Ozone will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action.

### Introduction

O3-Ozone is the first wind tunnel in Kuwait for simulation of freefall, also called bodyflight. The company operates under the laws of the State of Kuwait, and it is located in Sabah Al-Salem block 1 street 108 Building number 520

Please note that the terms and conditions are subjected to modification, or change partially/entirely with no prior notice. You should regularly visit this page to be familiar with any modification.

### Statement of Risk

All flyers must complete the Statement of Risk, a legal contract between the flyer and O3-Ozone before flying. This contract ensures all flyers understand the nature of the sport of bodyflight, and the risks involved and includes a waiver of liability. All personal information contained on the Statement of Risk is used for this purpose and will not be supplied to any other party for any other purpose, except where authorized by the customer.

As a legal contract, it must be completed accurately by the flyer or parent/guardian as applicable. Refusal to complete the Statement of Risk will result in the inability to participate and forfeiture of any flight purchases, which are non-refundable.

Flyers must bring appropriate identification in order to validate their Statement of Risk. Parents of children under 18 must provide identification to validate their right to execute the contract on behalf of the child flyer.

### Booking rules

Reservation of purchased vouchers is available in your online account on the website [shop.ozone.tunn3l.com](http://shop.ozone.tunn3l.com) and also by calling our administrator. in the case of booking by phone, we place an order for a flight and issue you an invoice for payment. we expect payment no later than two days before the scheduled flight time. After this time, in the absence of payment, we will cancel the order and reservation.

Booking time is the time of your flight. This means that first-time flyers must arrive 1 hour before the scheduled flight time, and returning passengers must arrive 1/2 hour before the scheduled flight time to complete all paperwork and attend training if necessary. In order to fly, the client assumes the responsibility for prompt availability for completing paperwork and training:

- no health restrictions
- Not injured
- the presence of sports shoes with lacing, and that fits under the overalls.
- With government ID or passport
- You must complete a waiver.

(To speed up the registration process, you can complete the waiver online.)

### Cancellation and rescheduling policy, "flight cancellation insurance"

For the convenience of users, along with the flight, you can take out "flight cancellation insurance" insurance cost is 1 Kuwaiti dinar. Having insurance allows you to cancel or reschedule your flight on the same day or on the day of your flight without an administration fee.

Cancellation and rescheduling of the flight date two or more days before the flight date is carried out free of charge in your online account or by phone by our administrator.

Cancellation of a booking or rescheduling of the date or time of the flight one day or less is carried out in your online account or by phone by the administrator, an administrative fee of 5 KWD will be charged.

Such flights may only be rescheduled under the same terms and conditions as the price of the original selection and subject to applicable restrictions.

In case of non-attendance for the flight at the time indicated in the booking, the user loses the right to cancel or reschedule the flight even if there is "flight cancellation insurance"

O3-Ozone cannot be held responsible for a missed booking due to valid events such as traffic, weather or any other event not accompanied by O3-Ozone, or for costs associated with a scheduled booking.

Reservations

### Payment Methods

O3-Ozone provides different payment methods for flight reservations like cards (credit/debit) and cash payments.

### Flight restrictions

- 4 years old and above

- Not Pregnant
- Not under the influence of alcohol or non-prescription drugs
- Under 135kg if under 180cm, under 120kg if over 180cm\*
- Not wearing a hard plaster cast
- Does not suffer from any neck, back or heart conditions
- Has not previously suffered from a dislocated a shoulder
- Has signed our Statement of Risk waiver form
- Anyone under 18 must be accompanied by an adult Management reserves the right to refuse service to anyone at any time. Please arrive 1 hour before your flight time

\*Flyers over our standard weight limit but under 135kg may fly provided an experienced instructor is available to take the flight. The experienced instructor must be requested at least 2 days prior to the flight date and will receive this service free of charge. The O3-Ozone High package or add-on is not available to those over our standard weight limit. All other terms and conditions continue to apply.

### What to Bring

- Your booking confirmation reference number
- Your gift voucher, if booked through an external company
- Lace up, sports shoes. We also have shoes available to here.
- Comfortable clothing – we advise not to wear a shirt with a collar or a skirt or dress.
- Something to tie long hair back and a hair brush is advised.
- Leave your jewelry at home as you will be asked to remove all of it.

### Your Details

- Your photograph and video may appear on our website. O3-Ozone reserves the right to use your image in any promotional or advertising material.
- O3-Ozone may send you offers, promotions and details of exciting new projects from time to time. If you do not wish to receive these please tick the relevant box when completing the waiver form.

## Flight Time

- Introductory packages for First-Time and Repeat Flyers are measured in Flight Time. The customer will have the opportunity to fly for the amount of time allocated for the particular activity purchased. Time consumed entering and exiting the Flight Chamber from the Staging Area counts as Flight Time.
- Advanced Flyer packages are measured in Tunnel Time. Tunnel time begins when the system start-up, shut-down, and flyer transition time will reduce the amount of useable flight time.
- Use and sharing of Tunnel Time is the responsibility of the purchaser and/or flyers. O3-Ozone and its instructors and coaches will make every effort to maximize the useable Flight Time but is not responsible for any unusable time.
- Any disputes regarding the amount of Tunnel Time must be made to the manager on duty and O3-Ozone will make every effort to review complaints using the video recording system. In the event that the complaint is determined to be valid, O3-Ozone will compensate the purchasers/ and or flyers by with additional Tunnel Time and/or a partial refund at its sole discretion. A complaint is considered valid if Tunnel Time delivered is more than five seconds less than the Tunnel Time purchased, according to the video recording

## Return Flyer

- In order to qualify as a return flyer you must have flown with O3-Ozone within the last 6 months. You must provide a booking reference number or your certificate to prove this.
- All flyers must complete an O3-Ozone 'first timer' package before purchasing a 'return flyer' or 'PRO flyer' package or an O3-Ozone junior package unless, you hold a current skydiving (sport) license or are registered as a 'flyer' on the IBA website. ([www.tunnelflight.com](http://www.tunnelflight.com))
- When Proflyer block time is booked, the clock will be continuously rolling. Please be courteous to other flyers and exit when your flight time is finished.
- An instructor may stop the flight or remove a flyer from the wind if he deems the flyer to be dangerous. A refund will not be issued if this occurs.
- Flyers must declare their flight plan to the relevant instructor before the flight session.
- Flyers must request spotting or coaching at least 2 days in advance. O3-Ozone will make every effort to accommodate requests and will inform guests at the earliest available opportunity if a spotter cannot be found.
- All O3-Ozone coaching must be paid in advance to confirm the coach

## Unexpected Maintenance

Our best effort is made to ensure all reservations can be honoured. O3-Ozone is a mechanical device which may occasionally require unexpected maintenance. Reservations cancelled by O3-Ozone may be rescheduled based on availability and customer preference. Rescheduling of Tunnel Time cancelled by O3-Ozone may or may not be available at the rates and/or schedules which are compatible with the customer's schedule. O3-Ozone will make every effort to reschedule under the same terms wherever possible

## Accuracy of Pricing and Online Bookings

We do our best to provide accurate pricing information in our advertisements, web site, quotes, and online booking system. All sales are subject to current pricing and review by management. Sales made at incorrect prices, whether fault of the customer, representative of O3-Ozone, or computer system error, will not be honored.

## Customer Responsibilities

It is the customer's responsibility to retain all information related to Credit on Account (including Gift Vouchers, Gift Cards, Flight Passes, Flight Cards) and/or the associated serial numbers as applicable. Please treat these items as if they were cash. Lost items and/or serial numbers cannot be replaced or redeemed.

Customers are responsible for the use of their personal information with regards to setting, changing, or cancelling reservations. Customers are advised to safeguard any computer login information, passwords, gift certificates, gift certificate codes, or any other identifier that is linked to their customer account and/or reservations. Use of any of the information to book, change, or cancel any reservations by the customer or any other person, is the responsibility of the customer.

Voided credits, due to loss in the mail, cancelled sale, or incomplete payment have no value and will not be honored under any circumstances. Charge-backs, stopped cheques, or any other invalid or incomplete payment will result in the voiding of the corresponding purchase(s).

## Photo and Video

Video & Photo Terms and Conditions: Video's and photographs purchased from or supplied by O3-Ozone remain copyright to O3-Ozone and its related bodies corporate who own and retain the right to the footage and photographs. These may be used for company marketing purposes, and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purpose, including promotion of any supplier or any supplier's products or services without O3-Ozone prior permission. Please be advised that, should there be any technical issues relating to camera/dubbing equipment, no warranties can be made against the individual indoor skydive as the filming and indoor skydive are two separate products. All Videos recorded by O3-Ozone will be tested on the day of your

flight. Videos are made available to all purchasers for viewing on that same day, should you wish to view it. Your acceptance on the day of the Video will be deemed as your approval of the Video being in full working order. No refunds will be made available after your departure from our offices.

The terms and conditions are subjected to change at any time.