

INTRODUCTORY PROVISIONS

These general conditions govern the fundamental aspects of business relations between Malik d.o.o. the owner and organizer of Zipline Croatia (referred to as the Organizer), and the User. They cover the method of purchasing products, tickets, or reservations made through our website, another website, or in person at our office. Additionally, they outline the terms of use for our website and the rules of participation in the Zipline Croatia activity.

These general conditions are available in written form at our office in Omiš, located at Josipa Pupačića 4, and on our website www.zipline-croatia.com. By using this website or participating in our Zipline Croatia activity, all users fully accept and agree to the provisions stated in these General Terms and Conditions.

GENERAL INFORMATION

Company Details:

MALIK d.o.o.

Headquarters address: 21310 Omiš, Put vrila 1, Croatia

Office address: 21310 Omiš, Josipa Pupačića no. 4, Croatia

Website: www.ziplinecroatia.com

Email: info@ziplinecroatia.com

Phone number: +385 95 822 2221

Malik d.o.o., known as the Organizer, owns the Zipline Croatia adrenaline training ground and serves as the organizer for this activity. Zipline Croatia has been constructed in compliance with professional standards, and all equipment used is certified. The personnel involved in this project are trained to guide participants through the Zipline experience. The Organizer provides users with the necessary education and equipment to safely participate in the activities offered at the Zipline adrenaline training ground.

DESCRIPTION AND PROGRAM OF THE EXCURSION

Description of the trip:

The Zipline adrenaline training ground is situated in the Cetina river canyon, located 4 km from Omiš. It comprises eight (8) steel cables over which participants descend while seated in harnesses.

The total length of the cables is 2100 m, with the longest cable spanning 700 m and positioned 150 m above the ground. Accompanied by two guides, a group of 10 to 12 guests takes approximately two and a half to three hours to traverse the entire course.

Our vehicle is used to organize transportation to the starting point and back to our office in Omiš. Before commencing the activity, the group proceeds to the training ground, where each participant receives their equipment. There is a short 15 m cable, where guides demonstrate proper behavior on the line. After the demonstration, all users descend on this short cable to familiarize themselves with the harness and braking. Following this, there is a brief walk to the first cable through the natural surroundings. Before each cable, one of the guides demonstrates the descent and welcomes users at the end of the line, while the other guide attaches the participants to the cable and provides instructions.

The Zipline concludes approximately 50 m from the road, where a vehicle awaits to transport participants back to the office. Zipline tours are available throughout the day during the season, with arrangements possible during other times of the year.

Depending on the group size, Zipline offers up to 2.5 hours of unforgettable fun, adrenaline and the opportunity to enjoy the beautiful natural surroundings.

Excursion Program:

- Participants are requested to gather at our office in Omiš 15 minutes before the departure time to complete the necessary paperwork.
- Transportation is provided via our vehicle, covering a distance of 6.0 km (10-minute drive) along Cetina towards the village of Podašpilje. This is the starting point of the tour, located near the medieval fortress of Visećgrad.
- Equipment distribution (gloves, helmets and harness) is conducted, followed by a short walk (2 min) to the training ground.
- Participants receive training and become familiar with the Zipline, which typically takes around 20 minutes depending on the group size.
- To reach the beginning of the first cable, participants take a 7-minute walk along a marked mountain path
- The group descends on each cable individually, with a conductor leading the way, followed by the participants, and another conductor as the last to descend.
- Upon completing all eight cables, participants walk for approximately five minutes to reach the parking lot.
- Boarding the vehicle for transportation back to our office in Omiš.

In the event of inclement weather, the Organizer reserves the right to cancel or postpone the scheduled activity, with a refund provided for any payments made.

RULES

Groups are guided in Croatian and English language.

Users are required to carefully follow the instructions provided by the guide during the training and to consistently adhere to them.

Users engage in all activities solely and entirely at their own risk and are obligated to listen to and abide by all rules and instructions provided by the guide and the Organizer.

Prior to departure, every User is required to sign a liability release statement, acknowledging that they are using the Zipline at their own risk (an identity document is necessary). For children between the ages of 7 and 18, a statement must be signed by their parents.

At no time are Users allowed to remove safety equipment from themselves, and they are required to empty their pockets before starting the Zipline.

At no time should the User touch the cable directly with his/her hand.

The minimum age for a child to participate in the Zipline adventure is 7 years. Depending on the age of the child, the guides decide whether the child should be accompanied by them (tandem).

The maximum user weight is 140 kg.

Filming is only allowed with helmet-mounted cameras.

For safety reasons, Users should be dressed in sports clothes and closed sports shoes (no flip-flops, sandals, etc.) for the Zipline descent. The organizer reserves the right to refuse participation to users who are inappropriately dressed or have inappropriate footwear, as this endangers safety.

Long hair should be tied in a braid, low bun or ponytail.

Before the start, the User is obliged to inform the guide about health problems and illnesses (e.g. diabetes, epilepsy, panic attacks/anxiety, etc.) so that possible problems can be avoided and any issues that may arise can be dealt with in a timely and correct manner.

Pregnant women and guests with serious health problems including severe heart issues can not participate in the Zipline activity.

Users who are out of shape and unable to walk on an uneven surface for 1.5 km can not participate in the Zipline activity.

People under the influence of alcohol or drugs can not participate in Zipline activities.

All adventure tours and outdoor activities may carry certain risks and Zipline Croatia assumes no responsibility for accidents caused by its users or attributable to their actions or caused by factors beyond human control.

Users of the Zipline activity participate in the same and undertake all activities entirely at their own risk and at any moment during this activity, they are obliged to listen to the guides instructions and must take responsibility for their safety and the safety of their personal belongings. The Organizer assumes no responsibility for any loss or damage to personal belongings, physical injuries, accidents, illness or any other type of loss that the User may suffer before, during or after our excursions. Zipline Croatia disclaims responsibility for any losses or inconveniences resulting from changes in excursion schedules, such as routes and schedules due to weather conditions or other irregularities beyond Zipline Croatias control. Each user and/or parent must sign a Disclaimer before the activity. A link to the Disclaimer for the organizer of the Zipline activity - abseiling on a steel rope will be sent to each user in the booking confirmation email. Registered participants of Zipline Croatia can not participate if they have not signed a declaration of release from liability.

The disclaimer of the Organizer of the Zipline activity - abseiling on a steel rope is an integral part of these General Terms and Conditions and is published on the website.

By purchasing the Zipline activity service, you agree to these terms, understand their implications and accept responsibility for your participation in your Zipline adrenaline fun.

ON-SITE MEETING

All guests should come to our office in Omiš, Josipa Pupačića 4, Croatia, at least 15 minutes before the scheduled time for the Zipline.

Each User is responsible for arriving on time for their tour. Zipline Croatia will provide the User with information about the place of arrival (our office) on the voucher/ticket that is received when booking via e-mail. If the User is not sure when and how to arrive at the scheduled tour, he/she should contact the Organizer promptly via e-mail.

RESERVATIONS, TICKETS, PRICES, AND TAXES

Tickets for the Zipline activity can be purchased at our office in Omiš, J. Pupačića no. 4, or through this website and/or any other website where Zipline Croatia offers its services.

In the office, payment is made exclusively in cash, it is not possible to pay by card.

Tickets purchased through the website are paid for by card via Stripe when submitting a reservation request, and reservations are confirmed only after full payment has been made.

If the User has problems with the reservation through the Zipline Croatia website, he should contact the Organizer via e-mail: info@ziplinecroatia.com.

All prices for services provided by Zipline Croatia are in Euros (EUR) as shown on our website.

As a local operator, Zipline Croatia can not be held responsible for exchange rate fluctuations and/or additional fees beyond its control that may apply, such as bank transfer fees, credit card fees, etc.

All prices on the website include VAT, and fiscal invoices are issued through Fira Finance including VAT.

The ticket price includes transportation to the Zipline polygon, training before the activity itself, equipment, a ride on the Zipline polygon, and transportation of guests back.

Price does not include food, clothing, photos or videos.

REFUND AND CANCELLATION

By booking an excursion directly through Zipline Croatia and/or any other website where Zipline Croatia offers its services, the User agrees and accepts all provisions related to payment and our Refund and Cancellation Policy for all parties who have booked and paid in the Users name. All cancellations and refund requests are to be sent exclusively in writing to info@ziplinecroatia.com. We understand that plans may change and sometimes cancellations are unavoidable. We try to be flexible, but please note that last-minute cancellations not only result in lost revenue for us but may prevent us from receiving bookings from other customers. The following conditions apply to customer cancellations: A 100% cancellation fee is charged if canceled 24 hours before the booked tour date. A 50% cancellation fee is charged if canceled 3 days (72 hours) before the booked tour date. In case of a no-show at our meeting place or if you are late and the tour has already started, no refund will be made. If Zipline Croatia cancels the trip due to weather conditions, safety reasons, or any other reason: An alternative time and/or date will be offered instead of the canceled tour. If the User accepts the alternative travel offer, it becomes binding and all cancellations on behalf of the User will be treated under the same conditions as described above. If the User does not accept the alternative time and/or date of the tour, the full amount will be refunded. Refunds are issued through our payment service provider (Stripe) and may take up to 3 weeks to process. Check with your card issuer or bank if you do not see a refund showing on your card statement and notify us of any issues. If, due to rain, the Zipline activity can not be completed in full (all 8 wires), when the User successfully crosses the first wire and does not complete the others, 50% of the paid ticket will be returned. If the User performs 4 or more wires, he/she will not be entitled to a refund. Zipline Croatia reserves the right to change the itinerary and/or schedule if necessary, due to unfavorable weather and/or other related conditions. Zipline Croatia assumes no responsibility for any damage, loss, accident or illness, or change in travel plans or schedules caused by weather, strikes, or any other event beyond Zipline Croatias control, such as delays in transportation, transportation to the meeting point, changes or cancellations, injuries, weather, natural disasters, etc. and/or other unforeseeable matters. All users are obliged to provide the Organizer Zipline Croatia with accurate contact information (name, surname, mobile number or telephone number, etc.) so that the Organizer can promptly inform the User about changes to the reservation.

The Organizer reserves the right to refuse participation in the Zipline activity without refund to any person who:

Behaves in an inappropriate and/or undesirable manner on Zipline activity.

Behaves in a way that, in the opinion of Zipline Croatia employees, affects or could affect the

safety and satisfaction of other guests and staff

Uses threatening, offensive language or behavior, in any way, or form, that disturbs the peace and activity in the protected nature reserve of the Cetina river canyon.

Appears to be under the influence of alcohol, drugs, or any illegal substance.

PROTECTION OF PERSONAL DATA

Malik d.o.o. Omiš processes and stores your data following the General Data Protection Regulation - GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016), which has been in force in Croatia since May 25th, 2018.

The User provides personal data voluntarily. The Users data is necessary for implementing the requested service and will be used for further mutual communication (eg. letter of intent, payment instructions, notifications about the implementation of the service, sending a survey questionnaire, etc.). Malik d.o.o. undertakes not to share the Users data with a third party, except for partners participating in the implementation of the contracted service (e.g. transporter, guide, etc.).

Zipline Croatia or its authorized third parties occasionally conduct photography and/or video recording during the Zipline activity, which may show visitors inside our premises and the Zipline polygon.

By participating in Zipline activity, the User agrees to be photographed or recorded and agrees that the Organizer will use these photos and recordings, without compensation to the User, for promotional purposes. If the User does not agree to photography or recording, he/she is obliged to inform the Organizer in writing about the same before starting the Zipline trip.

HOW TO SUBMIT COMPLAINTS

According to Article 10 of the Consumer Protection Act (Official Gazette No. 19/2022), we inform consumers that they can express their dissatisfaction with the purchased product or service in one of the following ways:

1. By personally submitting a written complaint to the sales staff at the office in Omiš, Josipa Pupačića 4
2. By mail to the address:
MALIK d.o.o.
Put Vrila 1
21310 Omiš
3. Via e-mail to the e-mail address: info@ziplinecroatia.com

The service provider undertakes to confirm receipt of the consumers complaint in writing without delay. The service provider undertakes to submit a written response to the complaint no later than 15 days from the date of receipt of the complaint by this Notice, clearly declaring whether it accepts the validity of the consumers complaint. For this purpose, please indicate your name, surname and address in the complaint that you submit in person at the branch office or send by mail.

FINAL PROVISIONS

In the event of a dispute that can not be resolved by agreement or through mechanisms for alternative resolution of consumer disputes, the jurisdiction and jurisdiction of the court according to Malik d.o.o. registered office is determined, and the law of the Republic of Croatia is applied.

Malik d.o.o. reserves the right to change these General Terms and Conditions at any time by publishing the amended text of the General Terms and Conditions on the Malik d.o.o. website, which becomes effective on the day of publication.

These General Terms and Conditions enter into force and apply on the date of their adoption.

DISCLAIMER OF LIABILITY

DISCLAIMER

of the Zipline – steel rope descends activity organizer.

1. I hereby declare that I participate voluntarily and solely in my own responsibility in the Zipline activity – steel rope descends – (hereinafter: Activity), managed and organized by the company Malik d.o.o. Omiš (hereinafter: Organizer).

I declare that I am familiar with all the possible risks involved in this Activity.

By signing this Disclaimer, I discharge the Organizer, the guides, other participants, and third parties of responsibility for any accidents, injuries, health impairment, and any material and immaterial damages suffered as a consequence of my participation in the Activity, and I waive all the rights to compensation on all stated grounds.

2. This Disclaimer covers the whole time of the participation in the Activity, including the time period from the guest entering the business premises of the Organizer to the moment of the guest returning from the area of the said Activity.

3. I hereby declare that I will adhere to all the rules and instructions given by the Organizer and the guides.

4. I am familiar with the fact that participation in the Activity is not allowed by the Organizer to persons under the influence of alcohol or intoxicating substances. By signing this Disclaimer, I confirm that I am not under the influence of alcohol or other intoxicating substances.

5. I am familiar with the fact that participation in the Activity is forbidden by the Organizer to pregnant women and cardiac patients. I am familiar with the fact that I am required to notify the guides of any problems with epilepsy, asthma, or any other health issues prior to participation in the Activity.

I hereby declare that I am in good health for participation in the Activity, and I confirm that I am aware of all the risks inherent to the Activity.

6. I am familiar with the fact that the Organizer accepts no responsibility for objects lost or damaged during the Activity.

I hereby declare that I am voluntarily signing this Disclaimer, understand the consequences of my signature, and agree with all the above-mentioned statements.

CONSENT TO PERSONAL DATA PROCESSING

CONSENT TO VIDEOTAPING AND TAKING PHOTOGRAPHS

7. I hereby give consent to the company Malik d.o.o. the Zipline activity organizer, to process my personal data (name, surname, personal identification number, nationality, passport number, birth date) only for the purposes of the organization of the said Zipline activity.

8. By signing this Disclaimer, I give consent to the company Malik d.o.o.. to videotape me and take photographs of me during the Zipline activity, and to publish those photos and videos on its website and social media for the purposes of Zipline promotion.

9. The consents concerned are given voluntarily, and with my signature, I confirm that I am familiar with the fact that I can withdraw the consent at any time and request the termination of all further personal data processing.

I hereby declare that I am voluntarily signing this Disclaimer, understand the consequences of my signature, and agree with all the above-mentioned statements.

Privacy statement

ZIP LINE undertakes to provide protection to the personal data of customers of services, in such a way that it collects only necessary, basic data about customers/users that are necessary for the fulfillment of our obligations; informs customers about the way the collected data is used, regularly gives customers a choice about the use of their data, including the ability to decide whether or not they want their name removed from lists used for marketing campaigns. All user data is strictly kept and is available only to employees who need this data to perform their work. All ZIP LINE employees are responsible for respecting the principles of privacy protection.

Payment methods

You can pay for our services in the following ways using Stripe:

Visa

MasterCard

Maestro

Diners

American Express