

Version: July 5, 2019

TERMS & CONDITIONS - Instant Tours (instant.tours)

1. Scope
2. Booking & Payments
3. Product Description
4. Add-Ons
5. Participants Responsibilities
6. Photographic Equipment & Film Disclaimer
7. Weather, Environmental and Political Conditions
8. Cancellations, Changes and Refunds
9. Insurance
10. Data Protection, Privacy & Security
11. Governing Law and Court of Jurisdiction
12. Contact
13. Imprint

1. SCOPE

This page contains the terms & conditions for the domain *instant.tours*

instant.tours is a website (platform) where interested consumers can book guided Polaroid sightseeing tours operated by Sophort and licensed Instant Tours partners.

By booking and paying with us, you agree to and accept the following terms & conditions. This agreement is between you, the participating passenger (henceforth referred to as “you” or “participant”) and Sophort OG, Türkenstraße 23/1/8, 1090 Wien, Austria (henceforth referred to as “Sophort”).

Please read these terms & conditions carefully before ordering any products offered on our website. You should understand that by booking any of our products, you agree to be bound by these terms & conditions.

Default order, contract and communication language is English.

None of these terms & conditions affects your statutory rights. No other terms or changes to the terms & conditions shall be binding unless agreed in writing signed by us.

2. BOOKING AND PAYMENTS

Our prices are displayed in Euro (EUR), Hong Kong Dollar (HKD) or American Dollars (USD).

All prices for tours that are operated by Sophort contain 20% Austrian VAT.

To make a booking and guarantee your seat on a tour, you must provide payment in full. Payments can be made to Sophort by booking online or in cash at the chosen tour directly to an authorised dealer or partner. You can place a booking or reservation with Sophort either by telephone, e-mail or online-booking, or through one of our authorised sales agents or partners.

The booking and payment on our website is processed by our partner FareHarbor. They charge a small booking fee in addition to the ticket price.

Upon confirmation of your booking and receipt of full payment, your reservation is subject to availability and at the discretion of Sophort and its partners. Sophort will reserve your seat on the selected trip. It is the responsibility of you, the customer, to check the accuracy of the booking.

Upon confirmation of your booking, Sophort or the authorised agent or partner will issue you a confirmation number and/or an e-ticket. This confirmation number is required for participation in the selected tour.

Sophort reserves the right to amend any information, including but not limited to prices, technical specifications, and terms of purchase and tour offerings without prior notice.

3. PRODUCT DESCRIPTION

Instant Tours are guided walking photography tours.

Sightseeing Information

Austria: Instant Tours guides are NOT professional tourist guides and therefore are not allowed by Austrian law to provide assistance, information and interpretation about cultural, historical and contemporary heritage of educational establishments, religious and historical sites and at venues of other significant interest. Therefore and until further notice we are offering a complimentary PDF booklet with information about Vienna and its sights which can be downloaded for free from our website.

Tour Language

All tours are operated in English, but all guides in Austria speak German as well. Other destinations: Most guides speak additional languages. If you need a guide skilled in a specific language please inquiry with our support.

Camera & Film

It is not mandatory to rent a Polaroid camera to attend the tour. You can use i.e. your own Polaroid or digital camera. For some tours we are offering a special "No-Camera-Ticket" ticket for this purpose. With this ticket the participant can attend the tour but won't receive a Polaroid camera neither the pack of instant film.

Duration

In general tours are scheduled for approx. 150 to 180min. About 30 minutes of that time is used for briefings and explanations and the rest is leisurely paced walking.

Tickets

The "Standard" ticket includes a rental Polaroid camera for the duration of the trip and one pack of instant film.

Only applicable on the Urban tour in Vienna: A ticket for public transport, which is needed, is not included in the tour price.

It is possible to purchase additional services and upgrades like instant film from your guide during the tour. Please keep in mind that we can only accept cash payments during the tour.

4. ADD-ONS

During the booking process of some tours you will be able to purchase various additional items. Not all items are available on all tours.

Warranty

Limited warranty for original Polaroid cameras purchased from Sophort - If your Polaroid camera exhibits a mechanical or electronically defect within one year of the original purchase date, Sophort will repair your camera, or at our option, replace it free of charge with a similar model. This warranty does NOT cover damage caused by accident, misuse or tampering with the camera. Please contact our support at support@sophort.com in order to solve the problem by troubleshooting or clarify warranty procedure details. Our experience showed that what appears to be a defect can often be solved by following few guidelines.

In the event of a defect that is not covered by the limited warranty, the warranty claims of the customer are governed by the statutory provisions. The statutory warranty period is 24 months from the receipt of goods. Sophort shall only warrant for such defects, which existed at the time of the rendering or acceptance of the product. Please contact our support at support@sophort.com in order to clarify warranty procedure details. Sophort shall – at its sole discretion – remove defects subject to warranty by substitution.

Products are provided "as is" with no liability, to the extent as permitted by law; e.g. under no circumstances will Sophort be liable for loss and damages, neither direct nor indirect, consequential loss or damages, or business

interruption. Without limiting the foregoing, Sophort's liability arising with respect to an order will not exceed the total fees paid or payable related to a specific order.

Product Returns

14-day return policy

You have the right to rescind from the contract and return the purchased goods within 14 days of delivery. To make us of this right you have to inform Sophort, i.e. by writing an e-mail to support@sophort.com

You will be refunded, within 14 days after us receiving your rescind, for the full purchase including our initial standard shipping charge. We will refund any amount paid in the best way.

We reserve the right to not return the amount of purchase until reception of the returned goods or proof of shipping.

The returned item(s) must be in new, re-saleable condition with all original packaging and documentation. If the item(s) is/are in a used condition we reserve the right to charge an amount equal the loss of value.

You are also responsible for the shipping costs of your return shipment.

5. PARTICIPANTS RESPONSIBILITIES

The participant should be present at the communicated meeting point 10 minutes before the starting time for the tour briefing.

You agree that Sophort and Instant Tours representatives and partners may take photographs and films of you while you are participating an event.

You agree that images may be used for marketing purposes by Sophort and its partners. These images may be used in, but are not limited to, brochures, websites, print media and promotional videos. These images may be used for publicity and advertising without Sophort and its partners obtaining further consent or payment for the use of the images.

6. PHOTOGRAPHIC EQUIPMENT AND FILM DISCLAIMER

Instant photography involves a chemical process and therefore results of the pictures may vary due to various reasons such as weather conditions, temperature, light conditions, etc. (this is a non-exhaustive list).

But after all we think the uniqueness and unexpected outcome is part of the experience and that this is exactly what makes instant pictures special and a one of its kind souvenir.

7. WEATHER, ENVIRONMENTAL AND POLITICAL CONDITIONS

If the conditions are really bad and the tour is cancelled for that reason, we will inform you via e-mail and/or telephone beforehand. If we cannot reach you, the tour guide will be at the meeting point to discuss further steps. If the tour you booked got cancelled due to bad weather we will reschedule it for you and in case that doesn't work for you we will give you full refund.

8. CANCELLATIONS, CHANGES AND REFUNDS

Vouchers/Gift Certificates are non refundable. A voucher can be used on all Instant Tours products and must be used completely at the time of first use. The stipulated amount will be subtracted from the booking. Any "change" left over from a voucher is lost.

Tours may be cancelled and/or changed by Sophort and its partners due to unforeseen circumstances. Sophort reserves the right to cancel/change tours. In the event a tour is cancelled/changed, you will be notified via e-mail or phone (if stated by the participant). In the event of a cancellation by Sophort you will receive a full refund for the amount paid.

Cancellations and changes to the booked tour by the participant have to be communicated to Sophort in writing to booking@instant.tours. Up until 48 hours prior the booked tours departure, Sophort will grant the participant a full refund of the amount paid. Short-term cancellations (less than 48 hours before the booked tours departure): If the participant cannot schedule another date with Sophort, a short-term cancellation will result in full payment of the agreed tour price for the scheduled time.

No-Shows: You have to arrive at the meeting point 10 minutes prior the scheduled starting time. If you do not show at the meeting point within 15 minutes after the scheduled departure of your tour you are consider a no-show. This means that you might not be able to join the tour and all purchased tickets are non-refundable.

If you want to change the date and/or time of your trip you must contact us as soon as possible in writing at booking@instant.tours. We will try to reschedule your trip with you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

9. INSURANCE

There is NO insurance included in the cost of any Sophort and Instant Tours product.

10. DATA PROTECTION, PRIVACY AND SECURITY

We at Sophort sincerely guarantee taking the highest care in protecting the privacy of our customers. You can find our privacy policy [here](#), as use of our site implies its consent.

11. GOVERNING LAW & COURT OF JURISDICTION

Applicable Law: Austrian Law.

Court of Jurisdiction: Vienna, Austria.

12. CONTACT

Please contact booking@instant.tours for inquiries and questions regarding your booking.

Please contact office@sophort.com for general questions.

Sophort OG

Türkenstraße 23/1/8, 1090 Vienna

Tel: +43 676 773 58 72

13. IMPRINT

Information according to § 5 ECG:

Sophort OG

Türkenstraße 23/1/8, 1090 Wien

E-mail: office@sophort.com | Phone: +43 676 773 58 72

Federal economic chamber: Wirtschaftskammer Wien

Applicable law (in German): <http://www.ris.bka.gv.at>

Commercial court of registration: Handelsgericht Wien

Commercial court registration number: FN 413824 s

Business object: Retail and services for instant photography

VAT: ATU69168107

Disclosure according to §25 of Austrian media law:

Media owner: Sophort OG

Place of business: Türkenstraße 23/1/8, 1090 Wien

Business object: Retail and services for instant photography