

Version: May 22, 2018

## **TERMS & CONDITIONS - SOPHORT ([sophort.com](http://sophort.com))**

You can find printable terms & conditions here:

Terms & conditions for Instant Tours can be found here:

1. Scope
2. Bookings, Orders & Prices
3. Shipping
4. Product Returns
5. Warranties & Liability
6. Events & Activities
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### **1. SCOPE**

This page contains the terms & conditions for the domain [sophort.com](http://sophort.com)

For all orders from [sophort.com](http://sophort.com) (in the following also called “shop” or “Sophort shop”).

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

Order, contract and communication language is English.

By placing an order you warrant that you are at least 18 years old (or have parents' permission to buy from us) and accept these terms & conditions which shall apply to all orders placed or to be placed for the sale and supply of any products. 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. BOOKINGS, ORDERS & PRICES**

Our prices are displayed in Euro (EUR) and are final prices. Bookings that are fulfilled and orders that are shipped within the EU include 20% VAT.

Availability information for the products in our shop is listed on each products

detail page. As we process your order, we will inform you by e-mail if any items you order turn out to be unavailable or if their delivery will be delayed due to any reasons.

When you place an order to purchase a product or book a ticket for an activity we will send you an e-mail confirming receipt of your order and containing the details and the total value of your order. Your order represents an offer to us to purchase one or more products. We accept this offer by sending an order confirmation e-mail to you.

~~The Sophort shop ([shop.sophort.com](http://shop.sophort.com)) accepts the following forms of payment: Visa, MasterCard and PayPal.~~

~~All transactions on the website ([shop.sophort.com](http://shop.sophort.com)) are processed through 128-bit encryption. Your name, address, and credit card information cannot be viewed by anyone else and will be kept strictly confidential.~~

We are a licensed merchant by Austrian law and a verified PayPal account holder.

If not stated otherwise, all products are in stock and all orders will usually get sent out no later than the next workday.

All ordered (purchased) products remain property of Sophort OG until the monetary transfer of the contractually agreed price for the purchase was completed.

Sophort reserves the right to amend any information, including but not limited to prices, dates, technical specifications, terms of purchase and product offerings without prior notice. In the event of when a product is sold out, Sophort has the right to cancel the order and refund any amount paid in the best way.

### **3. SHIPPING**

Product orders will be shipped typically within 1 workday from our Vienna office unless stated and/or communicated to the customer otherwise. **Shipping costs and times can be found at the chosen shipping option.**

**Free shipping:** This option might be offered on orders above a certain threshold

If you choose **self pick-up** instead of shipping the follow applies. You can pick-up your item(s) from Monday until Friday between 9 a.m. and 5 p.m. at our Office (Türkenstraße 23/1/8, 1090 Vienna). You have to write an e-mail, to [support@sophort.com](mailto:support@sophort.com), first, for making an appointment during that time frame.

No customs duties included. Where deliveries are made to Non-EU-countries, customs or acquisition tax for imported goods may have to be paid by the customer to the customs authorities upon receipt of the shipment. These duties will accrue in addition to the purchase price and the shipping costs; Sophort has no means of influencing them.

### **Transport Damage**

If you notice hidden damages after opening the shipment, contact us immediately. If you notice upon delivery that the shipment has been damaged during transport, you should immediately inform the delivering courier. The courier will hand out a claim report. In both cases please contact us immediately at [support@sophort.com](mailto:support@sophort.com) providing the following information:

- Nature of the damage and, if possible pictures of the damage
- Shipment ID
- A picture or scan of the claim report (if available)

## **4. 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](mailto: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. WARRANTIES & LIABILITY**

Limited warranty for 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](mailto: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 Sophort 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](mailto: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.

## **6. EVENTS & ACTIVITIES**

### **Photography**

You agree that Sophort 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.

### **Cancellations, Refunds & Gift Certificates**

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

Events and activities may be cancelled and/or changed by Sophort due to unforeseen circumstances. Sophort reserves the right to cancel/change activities and events. In the event an activity 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 activity or event by the participant have to be communicated to Sophort in writing to [support@sophort.com](mailto:support@sophort.com). Within at 48 hours prior the booked activity or event, Sophort will grant the participant a full refund of the amount paid.

Short-term cancellations (less than 48 hours before the booked activity or event):  
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.

If you want to change the date and/or time of your activity or event you must contact us as soon as possible in writing at [support@sophort.com](mailto:support@sophort.com). We will try to reschedule your activity, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

## **7. DATA PROTECTION, PRIVACY & SECURITY**

We at Sophort sincerely guarantee taking the highest care in protecting the privacy of our customers. Please read this [privacy policy](#) carefully, as use of our site implies its consent.

## **8. GOVERNING LAW & COURT OF JURISDICTION**

Applicable Law: Austrian Law. Court of Jurisdiction: Vienna, Austria.

## **9. CONTACT**

Please contact [support@sophort.com](mailto:support@sophort.com) for all your questions.

Sophort OG  
Türkenstraße 23/1/8, 1090 Vienna  
Tel: +43 676 773 58 72

## **10. IMPRINT**

*Information according to § 5 ECG:*

Sophort OG  
Türkenstraße 23/1/8, 1090 Wien  
E-mail: [office@sophort.com](mailto: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