

## **GENERAL TERMS AND CONDITIONS OF BUSINESS COMMON PROVISIONS**

### **1. Scope of application**

- 1.1 The companies Weisse Arena Bergbahnen AG ("WBE"), Mountain Vision AG ("MV"), Weisse Arena Gastro AG ("WGA"), Weisse Arena Leisure AG ("WLE") and Mountain Adventures AG ("MA") (referred to individually or collectively as the "WAG companies" or "WAG") offer their services collectively or individually subject exclusively to the following general terms and conditions of business ("AGB") and special provisions.
- 1.2 The general terms and conditions of business apply to all future services provided by WAG to legal or natural persons ("Customer(s)"). Any general terms and conditions of the customer which deviate from these will only apply if WAG has expressly recognised them in writing.
- 1.3 By way of an addition to these general terms and conditions of business, the special provisions set forth in Part II shall apply to individual services.

### **2. WAG's services**

- 2.1 WAG shall provide the customer with the following services, described in these general terms and conditions and any other applicable contract documents (see Point 3.1) (the "service(s)"):
  - leasing holiday apartments and houses;
  - selling hotel bookings;
  - renting sports equipment;
  - skiing and snowboarding lessons
  - selling or acting as an agent for lift tickets.

### **3. Conclusion of contract**

- 3.1 WAG shall confirm the customer's contracts, bookings, and orders by means of a confirmation of contract ("confirmation"). The confirmation, these terms and conditions and any special provisions, any brochures containing descriptions of the services ("brochures") and the remuneration to be disbursed to WAG by the client ("payment") shall comprise the contract ("contract").
- 3.2 The contract shall be concluded directly either between the WAG company and the client or – if the WAG company acts as an agent – between the client and the lessor of the holiday apartment or house or the hotel and in that case the contractual conditions shall apply (all together are referred to as the "contracting partners"). In the latter case, the WAG companies act solely as agents in concluding contracts with a power of collection within the meaning of Art. 418a et seq. OR [Code of Obligations] for the contracting parties. For package holidays, the provisions in Point 12 below must be complied with.
- 3.3 The contract shall come into force only upon issue of a confirmation by WAG. The confirmation may be in writing or by email. If services are ordered verbally at the sales points provided for this, the contract shall come into force only upon unconditional acceptance of the order by WAG.

### **4. Description of services**

- 4.1 The products, services and rental objects offered by WAG shall be rented or sold with the equipment and under the conditions laid down in the offer description.
- 4.2 WAG expressly reserves the right to change information in brochures, descriptions of services in brochures, on the Internet or elsewhere as well as prices on brochures and price lists of any kind up to the conclusion of the contract.

### **5. Prices, payment conditions**

- 5.1 WAG is entitled to raise the prices after conclusion of the contract if charges, duties or taxes are introduced or increased or in the event of additional transport costs. Price increases for package holiday deals are governed by Point 12.
- 5.2 Prices shall be understood as inclusive of VAT.
- 5.3 Any spa resort taxes shall be included in rental prices. WAG is entitled to notify the municipal authority of customers' name, address and date of birth and provide dates of occupancy at the former's request.
- 5.4 If the price does not include all ancillary costs, these shall be listed separately in the booking confirmation.
- 5.5 When sports equipment, sports clothes and ski lockers are hired, payment shall occur directly upon conclusion of the contract. The price of skiing and snowboarding lessons must be disbursed immediately after conclusion of the contract. In these cases, payment shall be made in cash or by credit card.
- 5.6 In other cases, payment by the customer may be by credit card or bank transfer. In the case of a bank transfer, subject to conditions to the contrary in the booking confirmation, payment may be made in Switzerland to the following account: UBS AG, post box, 9001 St. Gallen, Clearing 208, Account No 208-404283.05Q. For payments from abroad: IBAN CH12 0020 8208 4042 8305Q, BIC-/Swift Code:

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UBSWCHZH8 0A. Account holder: Mountain Vision AG, Casa Prima, CH-7032 Laax.

- 5.7 Payment from abroad may also be made by means of a bank transfer in EURO. The exchange rate indicated in the booking confirmation shall be definitive. In Germany, payment must be made to the following account: Postbank Karlsruhe, Account No. 42 418 752, Bank sort code 660 100 75. For payments from abroad: IBAN: DE1866010075004241 8752, BIC-/Swift Code: PBNKDEFF. Account holder: Mountain Vision AG, Casa Prima, CH-7032 Laax.
- 5.8 Where WAG acts as an agent for transactions, it undertakes to pass on payments received to the contracting partner. Spa resort taxes shall be delivered to the municipal authority.
- 5.9 In the case of delayed payment, the contracting partner is entitled to refuse to provide the services or to hand over the object to be rented and to withdraw from the contract.

## **6. Amendment or cancellation of a booking/order, cancellation cost insurance**

- 6.1 Amendments to or cancellations of a booking/order shall be notified to WAG in writing or by email and shall be valid only with their written consent. Customers are entitled to appoint a substitute customer or tenant under the conditions agreed upon, if they are prevented from going themselves.
- 6.2 If a booking/order is changed or cancelled by the customer, he shall pay cancellation costs plus processing fees as per the special provisions.
- 6.3 Receipt of the declaration of change or cancellation by WAG is crucial in determining the date of cancellation.
- 6.4 If it is possible to place a rental object with another customer, the cancelling customer will be reimbursed for cancellation costs already paid. Processing charges shall be borne by the customer.

## **7. Breaches in fulfilment of the contract**

- 7.1 The contracting partner is entitled to change the agreed services or to offer a replacement object or service if there are serious reasons for doing so.
- 7.2 If the contract becomes impossible for the contracting partner to fulfil or if it is compromised due to force majeure, it may withdraw from the contract, reimbursing the customer for services that have not been provided. In such a case there is no claim for damages. The same shall apply if lessons are cancelled because the quorum has not been reached.
- 7.3 Should the beginning of a lease/rental period be postponed for reasons for which the contracting partner is not answerable, the customer will not be entitled to any price reduction. In the case of the customer's premature departure, there will be no entitlement or reimbursement.

## **8. Complaints**

- 8.1 Any defects in the services or the rental objects, or any damage suffered shall be immediately notified to the contracting partner at the following address: Weisse Arena AG, Kundeninformation, 7032 Laax, or by e-mail to info@laax.com.
- 8.2 The rental objects made available by WAG shall be handed over to the customer fully functional. Rental objects which are not fully functional or defective shall be repaired or replaced free of charge by the competent WAG company, to the extent that the damage to function or defect were not caused by the customer. In this case, repair costs shall be transferred to the customer. The costs for unusual expenditure in the course of the service for which the customer is answerable shall be borne by the customer.
- 8.3 In the case of agency transactions, defects shall be rectified solely by the direct partner (lessor of the holiday apartment or house or of the hotel). This shall not give rise to any claims on the part of the customer against WAG.

## **9. Use and return of the rental objects**

- 9.1 The rental object shall be used and treated by the customer with the greatest care. It may only be used by the number of persons (including children) indicated in the contract.
- 9.2 The customer may not allow third parties to use objects rented from WAG.
- 9.3 The customer shall be liable for any damage unless he can prove that it occurred with no fault on his part (or that of co-users). Damage shall be immediately notified to the contracting partner and WAG.
- 9.4 The rental object shall be returned to WAG on the last day of the lease's term up to the time indicated in the contract and in good order.
- 9.5 If the customer withdraws from the contract, he shall inform WAG of this and return the rental objects at once. If the rental objects are not returned within 24 hours from handover of the declaration of withdrawal, any claims to a credit note pursuant to the Civil Code shall be invalidated.

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## 10. Liability

- 10.1 WAG shall be liable to the customer on the basis of its activities as an agent for the proper booking and reservation of the rental objects and when providing services it shall be liable for their proper provision. Any liability on WAG's part is excluded if the non-fulfilment or incorrect fulfilment of the contract is due to the following reasons:
- the customer's omissions and behaviour;
  - the omissions and behaviour of third parties who are not involved in the provision of services;
  - *force majeure* or events which cannot be prevented or averted.
- 10.2 WAG's liability for ordinary negligence is hereby excluded.
- 10.3 In the case of transactions for which it acts as an agent, WAG will not accept any liability for the client's claims concerning the rental object. Any claims arising from the non-fulfilment or incorrect fulfilment of the contract must be notified directly to the lessor of the holiday apartment or house or to the hotel.
- 10.4 Liability for any product-related damage shall be determined by the Product Liability Act. More extensive liability for damage suffered by the customer in the course of using the rental objects provided by WAG is expressly excluded.

## 11. Data protection

- 11.1 WAG undertakes to comply with the applicable data protection laws on the treatment and processing of all data processed and/or issued by WAG in relation to the client, including data about the customer's use of the services ("customer data").
- 11.2 WAG may collect, store, process and transmit data of this type to associated companies within the Weisse Arena Group to the extent that this is necessary and appropriate for fulfilling the contractual obligations of associated companies in the Weisse Arena Group in order to maintain and improve customer relations, quality and service standards, maximise company security, or in the interest of promoting sales, product design, crime prevention, economic key data and statistics or invoicing. The customer hereby recognises and agrees that in cases of the joint provision of services by WAG and third parties, WAG is entitled to make customer data available to the relevant third party to the extent that this is needed in the interest of providing the services.
- In other cases, transmitting customer data in WAG's possession to third parties is only permitted with the customer's express consent. An exception is made only where WAG is legally bound to transmit customer data to third parties.

## 12. Package holidays

- 12.1 A package holiday comprises the pre-arranged combination of at least two of the following services, if this combination is offered at an all-inclusive price and has a duration of over 24 hours or one overnight stay:
- transport;
  - accommodation;
  - other tourist services not ancillary to transport or accommodation and accounting for a significant portion of the package.
- 12.2 In the case of a package holiday contract, the law on package holidays applies in its currently applicable version. If the Package Holiday Act contains no specific provisions about a contractual problem, these terms and conditions or the relevant provisions of the Civil Code shall apply on a supplementary basis.
- 12.3 A package holiday may be arranged either by the organisers themselves and offered to the customer or the offer may be made through the intermediary of the WAG companies acting as an agent.
- 12.4 Package holidays are offered either by MV or MA (for travel groups) in their own name and at their own account. In that case, the package holiday contract shall come into force between MV or MA and the customer. The services offered by MV and MA shall be provided by third parties (service providers), which have a contractual relationship solely with MV or MA.
- 12.5 Special packages or ancillary arrangements will be valid only if confirmed by MV and MA in writing.
- 12.6 MV and MA reserve the right, pursuant to Art. 7-10 of the Federal Package Holidays Act of 18 June 1993 (PRG) to alter the price, programme or individually agreed services prior to the contractual commencement of the trip. If the contractual amendment is a significant one, the customer may notify MV or MA within three days of being informed of the amendment that he would like to withdraw or to take part in a replacement programme recommended by MV or MA or take up individually agreed services. If the customer does not provide this notification within three days, the amendment to the contract will be deemed accepted.
- 12.7 If an important service provider is no longer in a position to provide its services, MV or MA may offer a replacement solution. Any additional costs shall be at the customer's expense.
- 12.8 The prices indicated in the booking conformation are binding, in principle. However, MV and MA reserve the right to raise prices if charges, duties or taxes are introduced or increased or in the event of additional transport or company costs, extraordinary price increases on the part of service providers or exchange rate changes after the conclusion of the contract up to three weeks before commencement of the package. Any increases shall be notified to the customer three weeks before the package begins.

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- 12.9 Subject to provisions to the contrary in the booking confirmation, payments for package holidays may be made only to MV or MA. MV's account details are given in Points 5.6 and 5.7. Payments to MA shall be made in Switzerland to the following account: Graubündner Kantonalbank, 7002 Chur, Account No. CK 222.095.401. For payments from abroad: IBAN CH80 0077 4110 2220 9540 1, BIC-/Swift Code: GRKB CH 2270A. Account holder: Mountain Adventures AG, 7032 Laax.
- 12.10 The MV package price owed to MV shall be disbursed as follows:  
40% of the total price within 14 days of the booking (date of booking confirmation)  
the remainder shall be paid up to 30 days prior to the beginning of the package.
- In the case of bookings which occur less than 30 days prior to the beginning of the package, the total sum shall be paid on the occasion of the booking.
- 12.11 The package price owed to MA shall be disbursed as follows:  
20% of the total price prior to the beginning of the package;  
60% upon beginning of the package, in cash or by credit card;  
the customer shall be billed for the remainder at the end of the package and it must be paid within 14 days from the invoice date.
- 12.12 If payment is not made on time, MV is entitled to refuse to provide the service and to withdraw from the package holiday contract. In the case of withdrawal from the contract, the customer shall owe 50% of the package price. The same shall apply if the customer fails to disburse the payments to be made to MA prior to or upon commencement of the package.
- 12.13 For some of the package holidays offered by MV and MA, there is a quorum of participants, If this quorum is not met, the operator may cancel the holiday up to at the latest three weeks before the agreed beginning. MV or MA shall in that case reimburse the customer for the price already paid. More extensive claims are excluded.
- 12.14 If, in the opinion of MV or MA carrying out the trip will be endangered, made considerably more difficult or impossible, due to force majeure, measures taken by the authorities, political unrest or strikes, MV or MA may cancel the trip. In that case, the part of the package price already paid shall be reimbursed. However, MV and MA are authorised to deduct expenditure, provided that its existence can be proved. More extensive claims for damages are excluded.
- 12.15 Amendments to the package booked (e.g. name changes, amendment duration of package, beginning of package or composition of package services) or cancelling booking must be notified to MV and MA in writing and will only be valid with MV and MA's consent. Any change in the booked package, which is not possible in the same rental property, shall be deemed a cancellation.
- 12.16 Partial cancellations of a booked package holiday are not possible. If the customer would like to dispense with some of the services offered by MV and MA at an all-inclusive price, MV and MA may consent to this if the customer books each service which he wants to retain individually at the prices and under the conditions for individual services.
- 12.17 If the booking with MV is changed or cancelled by the customer, he shall assume the cancellation costs and processing fees as follows:  
In the case of changes to the booking, a processing fee of CHF 100 per person, up to a maximum of SCHF 200 per order shall be levied.  
Cancellations up to 28 days before the beginning of the package will be free of charge. In that case, only a processing fee of Fr 100 will be levied.  
In the case of cancellations between the twenty-seventh and the fifteenth day prior to the beginning of the package, the customer will owe MV 40% of the package price plus a processing fee of CHF 100.  
In the case of cancellation between the 14th day before the beginning of the package and first day of the package the customer will owe MV 100% of the package price plus a processing fee of CHF 100.

If the booking with MA is cancelled by the customer between the fourteenth day before commencement of the package and the beginning of the package, it shall pay MA 20% of the package price as cancellation costs.

For determining the cancellation date, the receipt of the declaration of cancellation by MV or MAD shall be definitive.

- 12.18 MV and MA recommend that the customer take out cancellation cost insurance with MV or MA. In the event of cancellation, the latter will assume the cancellation costs in certain cases in which the package is cancelled before the package begins, in accordance with the general conditions of MV/MA's cancellation cost insurance. The processing fee and the insurance premium shall be at the customer's expense.
- 12.19 If the beginning of the package should be postponed for reasons for which MV or MA or the services they have provided are not answerable, the customer will have no claim to a reduction in the price of the package. If the customer fails to take up some of MV/MA's services after the beginning of the package, this will not entitle him to reimbursement from MV or MA.

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- 12.20 If the customer is prevented from taking up the agreed services, he may have himself replaced by another person in the contract or package, to the extent that this person assumes all the obligations under the contract. If a substitute person is appointed, the customer will owe MV or MA a processing charge of CHF 100.
- 12.21 The organiser or agent, depending on who is the contracting party, shall be liable to the customer for the proper fulfilment of the contract regardless of whether it or another service provider has to provide the contractual services.
- 12.22 Should accommodation, sports equipment or individual services be defective, MV and MA must be notified immediately. The same shall apply if the customer suffers damage or injury. Any defects shall be rectified by MV or MA within a reasonable period. Claims for damages shall be notified after 10 days after the end of the package to MV or MA in writing. If any defects and damage fail to be reported to MV or MA right away or if claims for damages are not brought by the deadline, all claims on the customer's part against MV and MA shall be forfeited.
- 12.23 MV and MA shall be liable to the customer for choosing service providers carefully.
- 12.24 MV and MA shall compensate the customer for damage incurred as a result of gross negligence, arising from the failure to provide the contractual services or to do so correctly, unless MV or MA have been able to offer an equivalent substitute service.
- 12.25 MV and MA shall be liable for personal injury arising from the failure to implement the contract or do so properly. For other damage, liability may be restricted contractually to twice the price of the package holiday, except in the case of damage resulting from malice or gross negligence.
- 12.26 MV and MA refuse to accept liability for any damage that may be attributed to force majeure or fault on the customer's part.
- 12.27 Moreover, MV and MA accept no liability:  
for the loss of personal effects, objects of value, cash, jewellery, photos and video equipment. (This rule also applies to thefts of rental cars);  
the loss, theft, damage to or misuse of cheques, credit cards etc.;  
for programme changes due to a failure by railway, bus, ship or air transport companies to stick to their schedules;  
for events and excursions to holiday destinations that you did not book with MV or MA.
- 12.28 MV and MA guarantee customers that the sums paid in connection with the package holiday they have booked and the costs of their return travel have been secured.
- 13. Final provisions**
- 13.1 Notifications by e-mail shall be deemed to be in writing.
- 13.2 The contract shall be governed solely by substantive Swiss law and any provisions on the conflict of laws are hereby excluded.
- 13.3 The sole jurisdiction for any disputes arising from this contract shall be **Laax**.

### **SPECIAL PROVISIONS FOR THE LEASING OF HOLIDAY APARTMENTS AND HOUSES**

1. Mountain Vision AG ("MV") acts as an agent in concluding leases for holiday apartments and houses on behalf and at the account of the property owner/lessor of apartments and houses. The rental agreement supplied by MV shall be concluded directly between the lessor and the tenant. MV acts solely as an agent in the conclusion of contracts with a power of collection within the meaning of Art. 487 et seq. of the Code of Obligations (OR).
2. A price increase may occur for holiday apartments and houses up to 3 weeks before the beginning of the contract. Any increases shall be notified to the customer in these cases 3 weeks before the beginning of the contract.
3. The rental fee shall be disbursed as follows:
  - 40% of the total amount within 14 days of the booking (date of the booking confirmation);
  - the remainder shall be disbursed up to 30 days before commencement of the lease (receipt of payment into one of MV's accounts).
4. In the case of bookings that occur less than 30 days before commencement of the lease, the total sum shall be paid upon booking.
5. If the booking/order is changed or cancelled by the customer, he shall assume the cancellation costs and processing fees as follows:
  - In the case of amendments to a booking/order such as name changes, the involvement of a substitute tenant or change in the occupancy dates, a processing fee of CHF 70 up to a maximum of CHF 140 per order shall be levied.
  - Cancellations up to 28 days are free of charge. In this case, only a processing fee of CHF 70 will be levied.
  - For cancellations between the twenty-eighth and the fifteenth day prior to commencement of the contract, the customer will owe the lessor 40% of the package price plus a processing fee of CHF 70.
  - For cancellations of holiday apartments or houses between the fourteenth day prior to commencement and the first day of the contract the customer will owe the lessor 100% of the package price plus a processing fee of CHF 70.
6. If the customer has made a contribution to MV's cancellation protection fund, the latter shall assume the cancellation costs in the cases named in its conditions if the booking is cancelled within 28 days prior to the commencement of the lease for holiday apartments. Any processing fees shall be borne by the cancellation fund.

### **SPECIAL PROVISIONS FOR THE SALE OF HOTEL BOOKINGS**

1. Mountain Vision AG ("MV") acts as an agent in concluding accommodation contracts on behalf and at the account of the hotel (owner), with which it has an agency agreement. An accommodation contract supplied by MV shall be concluded directly between the hotel and the customer (Art. 418a et seq. OR). MV acts only as an agent in concluding contracts with a power of collection within the meaning of Art. 418a et seq. OR.
2. In the case of hotel bookings, a price increase may begin up to 14 days before the beginning of a package. In such cases, any increases shall be notified to the customer 14 days prior to commencement of the contract.
3. The package price shall be disbursed as follows:
  - for bookings made up to 14 days prior to commencement of the package, the total package price shall be paid within 14 days;
  - in the case of short-term bookings (14 days or less prior to commencement) the entire package price shall be paid when booking.
4. If the booking/order is changed or cancelled by the customer, he shall assume the cancellation costs and processing fees as follows:
  - Cancellations up to 14 days are free of charge. In this case, only a processing fee of CHF 70 will be levied.
  - For cancellations between the fourteenth and the seventh day prior to commencement of the contract, the customer shall pay 40% of the package price plus a processing fee of CHF 70.
  - For cancellations 7 days or less before the beginning of the package, the customer will owe the lessor 100% of the package price plus a processing fee of CHF 70.
  - Changes in bookings at the same hotel (other room category, appointment of a substitute guest in the contract, change in length of package) shall be free of charge.
  - Changes in bookings to another hotel shall be deemed new bookings and the existing booking will be subject to the cancellation periods set out above with the corresponding costs.
5. If the customer has made a contribution to MV's cancellation protection fund, the latter shall assume the cancellation costs in the cases named in the conditions if the booking is cancelled within 14 days prior to the commencement of the hotel booking. Any processing fees shall be borne by the cancellation fund.

## **SPECIAL PROVISIONS FOR THE RENTAL OF SPORTS EQUIPMENT, CLOTHES AND SKI LOCKERS**

1. The rental of sports equipment, sports clothing and ski lockers shall be undertaken in principle by Weisse Arena Leisure AG, Laax ("WLE"). In some cases, rental may be undertaken by Mountain Vision AG (MV) or Mountain Adventures AG (MAD). In such cases, unless rental occurs as part of a package offer, MV and MAD shall act as agents for WLE. The rental contract shall be concluded in that case directly by WLE and the customer.
2. Ski lockers rented by WLE shall serve for the storage of skiing equipment on a daily, monthly or seasonal basis and cannot be locked.
3. WLE is entitled to change the prices prior to acceptance of the rental offer. In this case, the change in price must be notified to the customer.
4. In the case of theft, the customer is obliged to report the theft to the cantonal police in Flims. The customer shall give WLE the relevant police report.
5. If the customer withdraws from the contract because he has had an accident in the Flims Laax Falera skiing area, WLE will provide him with a credit note for the remaining rental term. The credit note will entitle him to avail of WLE's services and may be used up to the end of the winter season. No cash payments will be made. A request for a credit note must be accompanied by a doctor's certificate and a statement from the SOS service.
6. In other cases in which the customer terminates the contract, there will be no claim to a credit note. This applies in particular in the following cases:  
if the customer cannot use the rented objects due to stormy weather or disruptions to the rail service;  
if the customer falls ill;  
if the contract's term is only one day.
7. In any case of termination by the customer, he will owe WLE a processing fee of CHF 40.
8. WLE may also immediately withdraw from the contract at any time, if the customer fails to treat the rental objects with the appropriate care, deliberately damages them or allows a third party to use them.
9. Sports equipment is insured against breakage and theft by WLE. The excess to be borne by the customer amounts to CHF 200. The insurance premium is not included in the rental price. If rental objects are stolen or damaged by breakage, the customer is obliged to report this to WLE at once. WLE shall immediately replace the stolen or damaged equipment for the customer free of charge.
10. WLE does not accept liability for storing sports equipment in rented ski lockers (e.g. in the case of theft).

## **SPECIAL PROVISIONS FOR SKIING AND SNOWBOARDING LESSONS**

1. Mountain Adventures AG, Laax (MA) operates the Flims Laax Falera skiing school and the Flims Laax Falera Snowboarding school. Registration for skiing and snowboarding lessons occurs in principle through MAD. Mountain Vision AG also accepts registrations, acting – except in the case of package offers – as an agent for MAD. The contract will always be concluded between MAD and the customer.
2. MAD is entitled to change the prices before accepting the registration. In this case, the price change must be notified to the customer.
3. If a customer registers several persons for a lesson, he shall be responsible for the fulfilment of their obligations by those he has registered, in particular for their payment for the lessons.
4. If registration is cancelled by a client without a good reason less than 24 hours before the beginning of a lesson or if he fails to turn up without excusing himself, he shall pay MAD the price of a lesson as a disruption charge.
5. If a customer is prevented from attending a lesson, he is entitled to appoint someone else to substitute him in the contract. In that case, he will be jointly and severally liable with the substitute customer for the price of the lesson.
6. MAD is entitled to refuse to give the lesson or to terminate it if the customer's behaviour justified this. The customer will not be entitled to any compensation for damage.
7. MAD is entitled to make amendments to the programme or the offer if these should be necessary, for whatever reason. Such changes will not entitle the customer to any right to damages, provided that the nature of the contractual service is not essentially changed thereby.
8. If the customer terminates the lessons prematurely, he will not be entitled to any claim to reimbursement of the price paid for the lessons. Fault-free non-attendance at the lesson due to illness or an accident shall constitute an exception to this. Upon submission of a certificate from a doctor practising in the Ilanz-Chur region, the customer will have the price of the lesson(s) reimbursed to the extent to which he has not taken up the contractual service.

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9. Any claims relating to defects or damage shall be notified to MAD in writing within one month of termination of the lessons. The claim report must be accompanied by a confirmation of attendance of the lessons and any proof (police reports, receipts, payment vouchers, etc.). If the customer fails to report defects and damage immediately or to file claims within one month, all his claims to reimbursement and damages shall expire.
10. MAD will not accept any liability for accidents and damage suffered by the customer during the lessons, provided that the accident or damage is not caused by the sports instructor him or herself or is not the result of a grossly negligent breach of duties.

## **SPECIAL BUSINESS CONDITIONS FOR THE SALE OF LIFT TICKETS**

### **1. Scope of application, legal position of MV and WAG**

- 1.1 Mountain Vision AG (MV) operates a ticket sales organisation for lift tickets for Weisse Arena Bergbahnen AG (WAG).
- 1.2 WAG shall provide all services to which the purchaser of a lift ticket is entitled.
- 1.3 Agreements that deviate from these general terms and conditions shall only apply if they are in writing.
- 1.4 Regarding the selling of lift tickets, MV shall act as an agent for WAG. The lift tickets are sold on behalf and on account of WAG. The transport contract mediated by MV shall be concluded directly between WAG and the ticket vendor. MV shall act solely as an agent in concluding the agreement with a power of collection within the meaning of Art. 418a et seq. OR.

### **2. Transport provisions, description of services, amendments to offer**

- 2.1 When selling a ticket, WAG undertakes to transport the legitimate ticket holder or his materials as per these general terms and conditions. This includes the use of all prepared and marked pistes as well as the hiking paths and sledding runs.
- 2.2 The services to be provided by WAG on the basis of the transport contract shall be as designated in WAG's description of services in the currently applicable tariff brochure.
- 2.3 WAG expressly reserves the right to alter descriptions of services and price indications on the web site and in brochures and price lists up to the conclusion of the contract.
- 2.4 Services outside of the scope of WAG's description of services such as special tariffs, special services and ancillary agreements will only form part of the contract if they are confirmed by MV or WAG in writing.

### **3. Ticket sale. Conclusion of contract**

- 3.1 WAG's lift tickets shall be sold by MV by phone or via online orders on the Internet. WAG itself shall sell them solely at its sales points in its skiing area.
- 3.2 The transport agreement with WAG shall come about in the case of phone and online orders through MV upon the unreserved written confirmation of the order by MV. In the case of a direct sale by WAG, the contract shall come about upon handover of the data carrier to the customer.

### **4. Prices, payment conditions**

- 4.1 The valid tariff prices listed in brochures and price lists upon conclusion of the contract shall be understood inclusive of VAT and are binding in principle. This shall be without prejudice to price adjustments as per Point 2.3.
- 4.2 In addition to the ticket prices, MV and WAG shall levy a charge of CHF 5 for data carriers provided to the ticket vendors electronically, if this has not already been provided.
- 4.3 The lift tickets shall be paid for as follows:  
in the case of a sale by WAG at its sales points upon handover of the lift ticket;
- 4.4 The lift tickets may also be paid for in EURO or cash-free (credit or debit card). If payment is made in euro, the exchange rate on the payment date shall be binding in the case of telephone and online orders.

### **5. Tickets, data protection**

- 5.1 Tickets shall generally be provided in the form of electronic data carriers.
- 5.2 Subject to provisions to the contrary in the description of services, tariff brochures or price lists, the tickets sold by MV and WAG shall be personal and therefore non-transferable. The ticket buyer shall store purchase receipts etc. and shall present them in the case of complaints or of ticket loss.
- 5.3 MV and WAG undertake to comply with the applicable legislation on data protection in treating and processing all data collected and/or issued by MV or WAG concerning customers, including data about the customer's use of the services ("customer data").
- 5.4 MV or WAG may collect, store, process and transmit data of this type to associated companies within the Weisse Arena Group to the extent that this is necessary and appropriate for fulfilling the contractual

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obligations of MV or WAG (and other associated companies in the Weisse Arena Group) in order to maintain and improve customer relations, quality and service standards, to maximise company security or in the interest of promoting sales, product design, crime prevention, economic key data and statistics or invoicing. The customer hereby recognises and agrees that in cases of the joint provision of services by MV or WAB and third parties, MV is entitled to make customer data available to the relevant third party to the extent that this is necessary in the interest of providing the services.

- 5.5 In other cases, transmitting customer data in the possession of MV or WAB to third parties is only permitted with the customer's express consent. An exception is made only where WAG is legally bound to transmit customer data to third parties.

## **6. Contractual fulfilment for telephone and online orders**

- 6.1 Once payment occurs, MV shall supply the lift tickets (data carriers) ordered to the customer by post. If the customer is already in possession of a data carrier, an entry will be made by MV in its database.
- 6.2 The buyer shall examine the lift tickets he has been provided with. In the case of any discrepancy between the data carriers ordered and those received, the buyer is obliged to report this to MV within three working days; otherwise the tickets sent shall be deemed approved.
- 6.3 If lift tickets are lost in the post, MV shall replace them for the buyer free of charge as soon as the buyer makes a claim.

## **7. Changes in orders, exchange, withdrawal and return**

- 7.1 Ticket orders may be changed by the customer until delivery of the data carrier or entry into the data base in return for a processing fee of CHF 2 per ticket.
- 7.2 Lift tickets that have already been delivered or handed over to the buyer may be exchanged in return for a processing fee of CHF 28. If the entry has already been made in the database, an exchange may occur at any time in return for payment of this processing fee.
- 7.3 Up to written confirmation of the order by MV, the buyer may at any time withdraw from his order by a written notification to MV. In this case, he must pay a processing fee of CHF 28.
- 7.4 Rail tickets that have already been delivered or handed over to the buyer may only be returned in the case of accidents in WAG's skiing area. The procedures for return and the reimbursement of the ticket price shall be determined by the "notes on reimbursement in the case of accidents" in their most up-to-date, published version.

## **8. Breaches in contractual fulfilment**

- 8.1 If WAG is unable either temporarily or definitively to meet its obligations under the transport contract as a result of circumstances beyond its control, this shall not give rise to an claims on the part of the purchaser of a rail ticket against WAG. This applies in particular in the following cases:
- suspensions of services and closure of ski-runs due to an accident and force majeure such as wind and weather, danger of avalanches, strikes or official orders;
  - overcrowding of the ski runs in WAG's area;
  - excess strain on transport facilities;
  - disruptions to business, e.g. as a result of technical defects or power cuts;
  - interruptions and temporary suspension of operations for parts of the transport facilities as a result of construction and maintenance work.
- 8.2 Tickets which present defects for which the buyer is not answerable and which do not work shall be replaced by MV or WAG free of charge upon return.

## **9. Ticket loss, ticket abuse, journeys without a valid ticket**

- 9.1 If passes for several days (i.e. more than one) are lost and not found, MV or WAG shall replace them upon submission by the customer of a receipt or equivalent proof of purchase. In such a case, a barring fee of CHF 28 and a fee of CHF 5 shall be levied for the data carrier.
- 9.2 Railway staff are entitled to carry out ticket checks at any time. When requested to do so by railway staff, the ticket holder must display a valid ticket or equivalent identity card.
- 9.3 In the case of the abuse of tickets, the following shall apply:
- Forged tickets will be withdrawn and the user of such a ticket shall pay a subversion fee of CHF 250.
  - If a stolen ticket is used, this will be withdrawn and returned to the ticket holder. The guilty party shall pay a subversion fee of CHF 250.
  - If a non-transferable ticket is used by a third party with the permission of the ticket holder, the ticket will be withdrawn and returned to the ticket holder upon payment of a contractual penalty of CHF 250. The user of a non-transferable third-party ticket must purchase a ticket and also pay subversion damages of CHF 250.
- 9.4 MV and WAG reserve the right to report established incidents of ticket abuse to the police.

## **10. Inappropriate behaviour on the part of ticket buyers**

- 10.1 If a ticket buyer acts in breach of the provisions set out above, fails to follow orders from railway staff, to comply with the closure of ski runs or hiking paths, regulations regarding wood and wild-life areas and the FIS rules or behaves inconsiderately, WAG may bar him from using the railway facilities and ski runs and may withdraw the ticket from him - subject to a provision to the contrary in these general terms of business - without compensation. It may also report him to the police.
- 10.2 Anyone who endangers security and order in the skiing area as a result of drunkenness or drug abuse may be temporarily or permanently barred from using the railway facilities and ski runs. Ticket prices that have been paid for will not be reimbursed in this case.
- 10.3 Anyone who damages or dirties WAG's equipment and facilities shall pay for repair and cleaning costs. In the case of deliberate damage, the person may also be reported to the police.

## **11. Rescue service**

- 11.1 If a ticket buyer has an accident while using the railway facilities or in WAG's skiing area, he may call on WAG's rescue service for assistance.
- 11.2 For each use of the rescue service, the customer shall pay a flat-rate fee of CHF 200. Third-party costs (e.g. Rega's) shall be disbursed directly by the customer. It will be up to the customer to make any claims for reimbursement to his insurance company

## **12. Complaints, liability**

- 12.1 Any complaints of the ticket buyer's concerning services provided by WAG shall be immediately notified to WAG or its staff. In the absence of an immediate notification, the ticket buyer's claims against WAG shall be lost.
- 12.2 WAG shall be liable for fulfilling its duties under the transport agreement solely in accordance with the following provisions.
- 12.3 WAG shall be liable for personal injury and damage to property caused by its staff in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations shall apply in the absence of express provisions. As far as legally permitted, liability shall be limited to gross negligence and malice.
- 12.4 MV and WAG's liability for personal injury and damage to property shall be excluded in the case of accidents as a result of
- a failure to follow instructions, i.e. ignoring markings and notice boards, leaving the secured and inspected ski runs;
  - ignoring instructions and warnings from rail staff and the ski run and rescue service;
  - ignoring warnings of the danger of an avalanche;
  - negligent or deliberate behaviour on the part of the user of WAG's equipment and ski runs;
  - insufficient preparation for the ski runs.
- 12.5 Any liability for skiing accidents on the ski runs is also excluded, as is liability for accidents outside or the secured and inspected ski runs unless WAG can be accused of gross negligence or malice in its breach of its obligation to ensure traffic safety. Any liability for accidents on the hiking paths and sledding runs is also excluded.
- 12.6 Any liability for theft in WAG's skiing area or for damage to property by third parties shall be excluded.

## **13. Final provisions**

- 13.1 Notifications by email shall be deemed to be in writing.
- 13.2 The contract shall be governed solely by substantive Swiss law and any provisions on the conflict of laws are hereby excluded.
- 13.3 The sole jurisdiction for any disputes arising from this contract shall be **Laax**.