

General Terms and Conditions (GTC) of Outdoor Switzerland AG

1 Scope of application

These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all companies of Outdoor Switzerland AG, including all subsidiaries (among others Outdoor Interlaken AG, Grindelwald Sports AG, Jetboat-Interlaken AG, Skydive Switzerland GmbH, and Seilpark Rigi GmbH). They govern the legal relationship between the respective company (hereinafter referred to as “Organizer”) and any natural person (hereinafter referred to as “Participant”) who uses the services of the Organizer.

1.1 Definitions

These General Terms and Conditions apply to all leisure, outdoor, and adventure activities offered by Outdoor Switzerland AG, including but not limited to adventure, Xperience, and skydiving activities, mountain sports, snow sports, rentals, outdoor events, and similar activities. They also apply to similar activities offered in the future that are carried out within the scope of the company's purpose. Supplementary specific terms and conditions may apply to new activities that differ significantly in nature or risk.

1.1.1 Adventure, Xperience und Skydive

Adventure, Xperience, and Skydive include canyoning, rafting, bungee jumping, canyon swing, rope park, jet boat, skydiving, e-bike, sledding, snowshoe tours (led by an adventure guide), glacier gorge, e-cruise, and indoor climbing.

1.1.2 Mountaineering

Mountain sports include all sporting activities such as glacier hiking, summit tours, outdoor climbing, via ferrata, mountain hiking, hiking, mountaineering, ski touring, ski touring on glaciers, summit ski touring, snowshoe touring, ice climbing, freeriding, deep snow skiing, dry tooling, safety work, and rock safety work—both for tours and training courses led by mountain guides, aspiring mountain guides, hiking guides, or via ferrata guides.

1.1.3 Snowsports and Rental

Snow sports include all sporting activities on snow, in particular cross-country skiing, telemark skiing, downhill skiing, and snowboarding, as well as the organization and staging of ski races. Snow sports instruction can take the form of either individual (private lessons) or group lessons.

The rental of snow sports equipment refers to the issue and provision of equipment such as sledges, snowshoes, avalanche equipment, skiing, snowboarding, and cross-country skiing equipment, as well as accessories (e.g., poles, boots, helmets, or clothing) to customers for a specific period of time in return for payment within the Outdoor Switzerland organization.

1.1.4 Outdoor-Events

Outdoor events are defined by occasions such as team events, team building, company outings, MICE, etc., which are organized and coordinated by outdoor events.

2 Registration and conclusion of contract

Registration can be made in writing, electronically, by telephone, or in person directly with the organizer or an authorized sales outlet and is generally possible at any time. Available places cannot be guaranteed, which is why early registration is recommended.

Registration for a booked activity or tour constitutes a binding contract between the participant and the organizer. By registering, the participant further acknowledges these General Terms and Conditions as an integral part of the contract between them and the organizer. The participant is responsible for providing the organizer with correct personal data and for checking all information on the booking/invoice for accuracy and completeness. Any discrepancies must be reported to the organizer immediately. Any additional costs incurred as a result of failure to report such discrepancies shall be borne by the participant.

2.1 Registration deadline for the snow sports school (ski and snowboard courses, Blue League)

Group skiing or snowboarding lessons usually start on Mondays. The registration deadline for all group courses offered by the snow sports school is the day before the course starts. If the desired groups are not yet fully booked, it is still possible to register on the day of the course itself. However, there is no guarantee that places will be available. Private lessons can be booked in advance or at short notice on the day of the course, depending on the availability of snow sports instructors.

3 Subject matter of the contract

The subject matter of the contract is the activity or tour as advertised by the organizer. The organizer undertakes to provide the activity or tour booked by the participant within the scope of the advertisement. The participant undertakes to pay the organizer the contractually agreed price. Additional services may be taken into account in consultation with the organizer. Any additional costs incurred as a result shall be borne by the participant.

4 Prices

All prices are quoted in Swiss francs (CHF) gross, including statutory value added tax (VAT), and may be quoted either per person or as flat rates. We expressly reserve the right to change prices. Prices in foreign currencies are for information purposes only and are not binding. Prices do not include transportation between your place of residence and the agreed starting point of the activity, nor do they include services of a personal nature (e.g., telephone calls, beverages, tips, meals, and the like), unless expressly stated.

5 Terms of Payment

5.1 General Terms of Payment

The total amount stated in the booking confirmation/invoice is generally due upon conclusion of the contract and must be paid at the latest before the start of the activity or tour. If payment is not made on time, the organizer reserves the right to withhold performance or withdraw from the contract.

5.2 Special payment terms for mountain sports offers

The total amount stated in the booking confirmation must be paid within 7 days of completing the booking.

6 Cancellation or change of booking by the participant

Free cancellations or changes to bookings are possible up to 48 hours before the start of the activity or tour. Group reservations (groups with more than 10 participants) can be cancelled free of charge in writing or verbally up to 14 days before the start of the activity. Changes, such as reducing the number of participants, can be made up to 48 hours before the start of the activity, whereby the number of participants can be

reduced by a maximum of 10% of the number of people originally booked, otherwise it will be considered a late cancellation.

There is no entitlement to a refund for later cancellations. A refund may be granted if a medical certificate issued by a doctor licensed in Switzerland is presented. The decision on refunds is at the discretion of the organizer.

The cancellation must be notified together with all documents already received (confirmations, tickets, vouchers, etc.). The date of receipt of the notification by the organizer or one of its recognized sales outlets is decisive.

6.1 Special cancellation provisions for mountain sports offers and outdoor events

Free cancellations of mountain sports offers and outdoor events are possible up to 30 days before the start date, after which 100% of the amount is due. Any advance payments already made and the organizational costs incurred up to the time of cancellation will be invoiced according to the actual costs incurred.

6.2 Cancellation insurance

Taking out cancellation insurance is recommended and is the responsibility of the participant. Cancellation insurance generally covers the above-mentioned costs in the event of contract withdrawal by the participant.

6.3 Non-attendance and programme changes by the participant

In the event of non-attendance, late arrival or early departure from the activity by the participant, they shall not be entitled to a refund of the costs. Additional costs incurred as a result of late arrival, early departure or postponement of the activity shall be borne by the participant. If the activity is postponed by the participant, they shall be charged the costs in accordance with the cancellation conditions.

7 Cancellation or programme changes by the organiser

If an activity or tour has to be cancelled by the organizer (e.g. due to illness of the instructor), any costs already incurred will be refunded.

7.1 Minimum number of participants

There is a minimum number of participants for various activities and tours. The organizer reserves the right to combine groups if the minimum number of participants is not reached, or to withdraw from the contract at short notice or cancel the activity/tour. In this case, the organizer will endeavor to find suitable alternative services. If it is not possible to fulfil the contract at another time or if the participant cannot accept the alternative service offered, the payments already made will be refunded, less any services already used. Further claims for compensation are excluded.

7.2 Failure to follow instructions and inability to participate

The activity or tour may also be cancelled or terminated at short notice by the organizer if, before or during the activity, participants give cause through their behavior or omissions to jeopardize or render impossible the fulfilment of the contract. Participants shall not be entitled to a refund.

The same applies if an activity has to be terminated early or modified due to illness or lack of fitness on the part of the participant or due to unsuitable equipment, in particular equipment brought by the participant themselves.

7.3 Force majeure

If an activity or parts thereof cannot be carried out due to force majeure, safety concerns on the part of the organizer, official measures, strikes, non-operation of mountain railways or unsafe weather, snow and/or

natural conditions, the organizer is entitled to cancel or discontinue the activity at short notice. Participants will be notified of cancellations immediately. In the event of cancellation due to the events described above, there shall be no entitlement to a refund. The organizer shall endeavor to offer an equivalent replacement program. The organizer shall also be entitled to change the course location or to adapt the booked program with a replacement tour due to force majeure.

7.4 Significant contract amendment

If a significant change is made to an essential point of the contract before the start of the activity and/or tour, and if the change to the program results in a price increase of more than 10%, the participant may withdraw from the contract. Payments already made in accordance with the booking confirmation or invoice will be refunded to the participant.

7.5 Special provisions regarding changes to snow sports lessons

If the minimum number of participants per snow sports equipment, age category and skiing level is no longer reached during the week of lessons, the organizer reserves the right to combine groups. Once the week of lessons has ended, participants will receive a pro rata refund of the course fee or a refund in accordance with the organizer's price breakdown for the course days not attended. During peak times, the organizer may offer half-day lessons in the afternoon instead of in the morning. This is due to capacity constraints in the practice area and in order to maintain the desired quality of teaching.

7.6 Special provisions for program changes after conclusion of the contract or cancellation of outdoor team event offers

If the program is cancelled, the costs incurred up to that point will be invoiced. In the event of program changes during the activity, the organizer will endeavor to offer a replacement service of equivalent value. The organizer shall reimburse the participant for the reduced value of agreed but not rendered services, provided that no equivalent replacement service could be provided on site and that the organizer or its auxiliary persons are at fault.

8 Conditions of participation and participant's obligations to cooperate

8.1 Health

Participants in all activities and tours organized by the organizer must be in good physical and mental health. Participants undertake to inform the organizer fully and truthfully before the start of the activity or tour of any health problems or limitations that could affect their participation.

In particular, the following health conditions generally exclude participation in the activity or tour: eye surgery / high blood pressure / chronic ear diseases with balance disorders / heart problems / epilepsy / increased risk in the cardiovascular system / neurological complaints / whiplash / pregnancy.

Under no circumstances may participants be under the influence of drugs, alcohol, psychotropic drugs or similar substances.

Certain specific activities may be subject to additional medical requirements (e.g. special physical conditions, medical certificates or additional declarations of consent). In such cases, the organizer will inform participants of the additional conditions in good time in advance. Participation in these activities is subject to the timely submission of the required declarations and the fulfilment of the relevant requirements.

8.2 Conditions of participation

Certain activities are subject to conditions of participation that must be met. These include weight restrictions, age limits, swimming skills and, in some cases, the signing of consent forms. These conditions

are specified in the product descriptions and are binding. If the conditions of participation are not met or instructions are not followed, the organizer may exclude the participant from the activity. In this case, there is no entitlement to a refund for the booked activity or any additional services booked.

8.3 Instructions from the organizer

The participant declares that they meet the conditions of participation and will strictly follow the instructions of the organizer. If the conditions of participation are not met or the instructions are not followed, the organizer may exclude the participant from the activity or tour. In the event of exclusion before the start of the activity or tour, the cancellation provisions under section 6 apply; no refund will be given after the start of the activity or tour.

8.4 Age determination

Participants under the age of 18 require the consent of their legal guardian in order to take part in the activity or tour. A minimum age is specified for certain activities or tours.

9 Declaration of consent

Outdoor Switzerland AG and its aforementioned subsidiaries require participants to sign a consent form as a prerequisite for participation in specific activities.

This document is intended to be a legally binding contract that the participant cannot hold Outdoor Switzerland AG and its above-mentioned subsidiaries, their employees, instructors, respective management, shareholders, partners, bodies or descendants liable for certain events, including loss, injury, damage or death. The document may also require the disclosure of certain medical conditions in order to determine suitability for participation in certain activities.

10 Insurance

Each participant is responsible for taking out all necessary insurance policies (in particular health, accident, property and cancellation insurance, including sports accidents). The organizer does not provide any insurance.

11 Complaints

Should the participant have cause for complaint or suffer damage, this must be reported immediately in writing to the responsible person on site and confirmation of receipt of the report must be obtained. However, the responsible person is not authorized to acknowledge claims, which is why such confirmation does not constitute an admission of liability. The responsible person will endeavor to remedy the situation within the scope of the event and the possibilities available.

If no or insufficient remedy is provided, or if the customer wishes to assert claims for damages, the claims must be submitted in writing to the booking office, for the attention of the organizer, within 4 weeks of the contractual end of the activity. The complaint must be accompanied by the confirmation of the responsible person and any evidence. Late notification may make it more difficult to enforce claims, but does not automatically lead to the loss of claims, provided that the late notification is not attributable to the participant.

12 Risk and liability

The participant acknowledges that, despite careful planning and execution, the activities offered may involve natural hazards and risks that cannot be completely ruled out even with the utmost care on the part of the

organizer. These may include, in particular, risks due to weather conditions, terrain conditions, the participant's own behavior or the behavior of third parties, as well as unforeseeable events.

By booking, the participant declares that they are aware of these risks and expressly acknowledge and accept them. Participation is at the participant's own responsibility and risk.

Claims for damages are excluded unless caused by intent or gross negligence. The organizer is entitled to engage auxiliary persons and/or third parties to provide services. If the organizer legitimately transfers the execution of the activity or tour to a third party, the organizer shall not be liable for the actions or omissions of the third party to the extent permitted by law. In particular, the organizer shall not be liable for damages resulting from actions and omissions of the activity or tour leader that are not related to the provision of contractually agreed services, due to actions of third parties, other participants, the participant, force majeure, such as natural events, official orders, etc. or due to delays.

If a participant fails to follow the instructions of the organizer, activity or tour leader, etc., the organizer shall not be held liable in any way.

13 Data protection

The separate privacy policy on the organizer's website applies.

14 Rental

14.1 Collection

The ordered products can be collected at the respective location under the conditions specified in the confirmation:

- On the first day of the rental period or
- the day before from 4 p.m., provided that the items are available in the collection shop (only for ski and snowboard equipment)

If the hirer is delayed, they must inform the shop in good time. If the products are not collected within 24 hours of the start of the hire period specified on the confirmation, Outdoor may allocate them to someone else. In this case, there is no entitlement to compensation.

14.2 Use of equipment

The hirer undertakes to treat the hired products with care and to take all necessary measures to prevent damage. The hirer bears full responsibility for the hired products – both materially and legally – from collection to return to the shop selected when placing the order. In addition, the renter assures that they have the necessary knowledge and skills to use the products properly and that their choice meets their requirements. The use of the rented products is reserved exclusively for the renter. Subletting or transferring the products to third parties free of charge is not permitted.

14.3 Change in rental period or rental items

Requests to change the pick-up and/or return dates, as well as requests to change the sports equipment or category, must be clarified by the renter with Outdoor. Changes to the rental period, sports equipment or category are only possible in consultation with Outdoor. Outdoor reserves the right to refuse the requested change without giving reasons.

A change to a higher category is possible at any time, subject to availability and at an additional cost in accordance with the price list. However, a change to a lower category does not result in a price reduction.

The renter is advised that the price of the order may change depending on the rental period or change of sports equipment. If the change results in a higher price, the renter undertakes to pay the difference immediately. If the price is reduced, Outdoor will refund the difference.

14.4 Returns

The hirer must return the hired products by the end of the last day of hire at the latest. Ski and snowboard equipment may be returned by 10:00 a.m. the following day. If the equipment is returned after 10:00 a.m., an additional day's hire will be charged in accordance with the price list.

Returns must be made to the shop where the equipment was picked up. The products must be returned in proper condition, whereby normal wear and tear from proper use is accepted. Exchanges for other equipment are not permitted. As the products are marked, they must be returned with the markings.

The return will be checked jointly by the renter and an Outdoor employee. If the products are not returned, are only partially returned or are returned in a condition that renders them unusable, the renter must replace the full value of the products in question. Payment must be made immediately on site at the relevant shop.

14.5 Theft

The hirer is liable for stolen rental items. In the event of theft, the hirer is obliged to report the theft to the relevant security authority within 24 hours and to notify the lessor immediately, providing proof of the theft. The hirer has the option of taking out insurance for the rental item on site when concluding the rental agreement.

15 Applicable law and place of jurisdiction

Swiss law applies exclusively to the contractual relationship. The parties agree that the exclusive place of jurisdiction is the registered office of the organizer.

16 Severability clause

Should any of these provisions be invalid, this shall not result in the invalidity of the entire General Terms and Conditions, unless it can be assumed that they would not have been concluded at all without the invalid part.

17 Amendments

The organizer reserves the right to amend these terms and conditions at any time. The version of the terms and conditions valid at the time of conclusion of the contract shall apply.