



# General Terms and Conditions (GTC) of Outdoor Switzerland AG

## 1 Scope of application

These General Terms and Conditions (hereinafter "GTC") apply to all companies of Outdoor Switzerland AG, namely **Outdoor Interlaken AG, Grindelwald Sports AG, Jetboat Interlaken AG and Skydive Switzerland GmbH**. They regulate the relationship between the company concerned (hereinafter "Organiser") and each natural person (hereinafter "Participant") who uses the services of the Organiser.

## 2 Registration/conclusion of contract

Registration is possible at any time and can be done in writing, electronically, by phone or in person directly with the Organiser or a salesperson recognised by the Organiser. The availability of places cannot be guaranteed, so early registration is recommended.

By registering for a booked activity or tour, a binding contract is concluded between the Participant and the Organiser. By registering, the Participant also accepts these GTC as an essential part of the contract between themselves and the Organiser. The Participant is responsible for providing the Organiser with the correct personal data and for checking all details provided on the booking form/invoice. Any irregularities must be reported to the Organiser immediately. Any consequential costs arising from failure to report such irregularities shall be borne by the Participant.

### 2.1 Registration deadline for the Snowsports School

Group lessons for ski or snowboard beginners (Blue League) start on Monday. More experienced and advanced participants can also join an existing group during the week.

Registration deadline for group lessons is the day before the lesson starts. Registration on the day of the lesson is possible if the group is not already full. Availability is not guaranteed.

Private lessons can be booked in advance and on the day of the lesson depending on the availability of the Snowsports Instructors.

## 3 Subject of the contract

The subject of the contract is the activity or tour as announced by the Organiser. The Organiser undertakes to provide the activity or tour booked by the Participant and as described by the Organiser. The Participant undertakes to pay the contractually agreed price to the Organiser. Additional services may be provided in agreement with the Organiser. Any additional costs incurred as a result shall be borne by the Participant.

## 4 Prices

All prices are per person and gross in Swiss Francs (CHF) including VAT. Prices are expressly subject to change. Prices quoted in foreign currencies are for information purposes only and are not binding. The prices do not include return transport between the guests place of residence and the agreed starting point of the activity and no services of a personal nature (e.g. telephone calls, drinks, tips, meals and the like) unless expressly stated.



## 5 Terms of payment

### 5.1 General terms of payment

The total amount as specified in the booking confirmation/invoice is due on conclusion of the contract and must be paid before the start of the activity or tour. If payment is not made on time, the Organiser reserves the right to withhold its services or to withdraw from the contract.

### 5.2 Special terms of payment for mountain sports activities

The total amount according to the booking confirmation/invoice is to be paid in accordance with the following special payment conditions:

- at least 30 days before the start of the activity or tour: a deposit of 50% of the total amount must be paid when the contract is concluded. The total amount must be paid at least 30 days before the start of the activity.
- within the 29 days prior to the start of the activity or tour: the total amount is to be paid on conclusion of the contract.

### 5.3 Special terms of payment for event offers

The total amount for events will be invoiced after the event, depending on the agreement. However, a deposit may be required.

## 6 Cancellation or change of booking by the Participant

Group reservations must be confirmed with the Organiser at least 14 days before the start of the activity.

Any changes or cancellations of the booked activity or tour can be reported to the Organiser in writing or verbally up to 48 hours before the start of the activity or tour with a corresponding refund of costs and without additional cost. All documents already received (confirmations, tickets, vouchers, etc.) must be submitted. The decisive time point is time of receipt of the notification by the Organiser or one of its recognised sales agents.

### 6.1 Special provisions in the event of total cancellation of mountain sports offers

In the event of a total cancellation of the booked activity or tour, the Participant will be charged the following proportion of the total costs as per the booking confirmation/invoice:

For group bookings (more than ten Participants):

- 30 to 15 days before the start of the activity or tour: 50%.
- 14 to 10 days prior to the start of the activity or tour: 75%
- 9 days or less before the start of the activity or tour, or no-show: 100%.

For individuals (up to ten Participants):

- 30 to 15 days before the start of the activity or tour: 50%.
- 14 to 10 days prior to the start of the activity or tour: 75%
- 9 days or less before the start of the activity or tour, or no-show: 100%.

In the case of third-party services, the cancellation conditions of the service providers concerned shall apply. Any costs incurred in this respect may be charged to the Participant additionally.



## **6.2 Special provisions for partial cancellation of mountain sports offers**

Partial cancellations of group bookings (reduction of the number of Participants) can be made up to 30 days before the start of the activity or tour, with reimbursement of costs and without additional cost consequences, in writing or verbally to the Organiser, subject to submission all documents already received (confirmations, tickets, vouchers etc.). The relevant date is the date of receipt of the notification by the Organiser or one of its recognised sales agents. A partial cancellation can only be made if the minimum number of participants of the booked group tour (from 2 people) is still satisfied.

Otherwise, in the event of partial cancellation of the booked activity or tour, the Participant shall pay the following proportions of the total costs as per the booking confirmation/invoice:

- 30 to 15 days prior to the start of the activity or tour: 50%
- 14 to 10 days prior to the start of the activity or tour: 75%
- 9 days or less before the start of the activity or tour, or no-show: 100%

## **6.3 Special provisions in the event of cancellation of Snowsports School offers.**

### **6.3.1 Cancellation of the booked Snowsport School lesson by the participant**

Group and Private lessons can be cancelled by the participant free of charge up to 5pm on the evening before the first day of the course. Cancellations made after this time with a valid medical note will also be refunded 100%. For all other cancellations or partial cancellations made after 5pm the evening before the lesson, the participant will be charged 100%.

### **6.3.2 Cancellation of the booked Snowsport lesson by the Organiser**

Should weather, snow conditions, official regulations, force majeure, closure of the mountain railways, or safety reasons make the Snowsport lesson not possible, the Organiser reserves the right to cancel the lesson. Cancellations will be communicated to the Participants immediately. In case of cancellation due to the events described above, there is no right to a refund. The Organiser will endeavour to offer an equivalent substitute program.

Each group lesson has a minimum number of participants per equipment type, age category and skiing level. If this minimum number of participants is not reached, the Organiser can cancel the lesson. In this case, 100% of the course costs will be refunded to the Participant. If a private lesson has to be cancelled by the Organiser (e.g. due to illness of the instructor), the Participant will receive a 100% refund of the course costs.

## **6.4 Special provisions in case of cancellation of events**

Cancellation must be made in writing, enclosing the documents received (tickets, programs, etc.). For the calculation of the cancellation costs, the date of receipt of the notification (for Sundays and general holidays, the next working day) is decisive. In case of a total cancellation of the booked activity or tour, the participant will be charged the following share of the total costs according to the booking confirmation / invoice:

- up to 30 days before the start of the activity: costs accrued to date
- 29 - 15 days before the start of the activity: 50 % of the arrangement price
- 14 - 10 days before the start of the activity: 75 % of the arrangement price



- 9 days before the start of the activity until the day of the activity / no-show: 100 % of the arrangement price

### **6.5 Cancellation insurance**

The Participant is responsible for taking out cancellation insurance, which is recommended. In the event of cancellation of the contract by the participant, cancellation insurance generally covers the above-mentioned costs.

### **6.6 Programme changes by the Participant**

In the event of late arrival or early departure by the Participant, no refund shall be issued. Additional costs incurred due to late arrival, early departure or postponement of the activity shall be borne by the Participant. If the Participant postpones the activity, he shall be charged costs as per the above cancellation conditions.

## **7 Cancellation or change of programme by the Organiser**

### **7.1 Minimum number of participants**

For various activities or tours there is a minimum number of participants. If the minimum number of participants is not reached, the Organiser reserves the right to combine groups or to withdraw from the contract at short notice or to cancel the activity/tour. In this case the Organiser will try to find suitable substitutes. If it is not possible to fulfil the contract at another time or if the Participant cannot accept the substitute service offered, payments already made will be refunded, less payment for services used. Further claims for compensation are excluded.

### **7.2 Non-compliance with instructions and lack of ability to Participate**

The activity or tour can be cancelled at short notice by the Organiser if Participants give cause to believe, through their behaviour or omissions before or during the activity, that the fulfilment of the contract is endangered or made impossible or if the activity has to be cancelled or changed due to illness or lack of fitness of the Participant. The Participant is not entitled to a refund.

### **7.3 Force majeure**

If an activity or parts of an activity cannot be carried out due to force majeure, safety concerns on the part of the organiser, official measures, strike, non-operation of the mountain railways or uncertain weather or natural conditions, the Organiser is entitled to cancel or interrupt the activity, even at short notice, without any obligation to pay compensation. Cancellations will be communicated to the Participant immediately. The organizer is also entitled to move the course location or to modify the booked program with an alternative tour.

### **7.4 Substantial change of contract**

If there is a significant change to a major point of the contract before the start of the activity or tour, or if a change to the programme leads to a price increase of more than 10%, the Participant can 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 in the event of changes to Snowsports lessons**

Due to weather and snow conditions, the Organiser can change the specified meeting point and choice of ski resort area.

If, during the lesson week, the minimum number of group participants per equipment type, age category or skiing level is no longer reached, the Organiser reserves the right to combine groups or end the lesson early. If the weekly lessons are terminated, the Participant will be refunded the lesson costs pro rata or according to the price breakdown of the Organiser for the lesson days not received.

During peak periods, the Organiser may offer half-day lessons in the afternoon instead of in the morning. This is due to capacity constraints in the training area and the quality of the lessons.

### **7.6 Special provisions in case of program changes after conclusion of the contract or cancellation at events.**

The organizer reserves the right to change or cancel the program after conclusion of the contract and also during the activity if weather and natural conditions, official measures, force majeure, security or other unforeseeable reasons make this necessary. If the program is cancelled, the costs incurred up to that point will be charged. If there is a significant change in an essential point of the contract before the start of the activity or if the change in the program leads to a price increase of more than 10%, the participant can withdraw from the contract. In the event of program changes during the activity, the organizer shall endeavour to offer a substitute service of the same value as far as possible. The organizer shall compensate the client for the reduced value of agreed services that have not been provided or have been provided poorly, if an equivalent substitute service could not be provided on site and if the organizer or its auxiliary persons are at fault.

## **8 Conditions of participation and Participant's obligation to cooperate**

### **8.1 Health**

Good health is required for all the Organiser's activities and tours. The Participant is obliged to inform the Organiser about any health problems. In particular the following health conditions exclude participation in the activity or tour: eye surgery, high blood pressure, chronic ear diseases with balance problems, heart problems, epilepsy, increased risk in the cardiovascular system, neurological problems, whiplash and pregnancy. Under no circumstances may the Participant be under the influence of drugs, alcohol or psychotropic drugs or similar. If the activity has to be terminated early due to lack of fitness of the Participant or inappropriate equipment (especially own equipment brought by the Participant), all claims for reimbursement will be forfeited.

### **8.2 Conditions of participation**

For certain activities, there are conditions of participation that must be met. These include weight limits, age limits, swimming ability and more. These conditions can be found in the product descriptions and are binding. In case of non-compliance with the conditions of participation or instructions, the organiser can exclude the participant from the activity. In



this case, there is no entitlement to a refund of the booked activity or any additional services booked.

### **8.3 Organiser's instructions**

The Participant shall meet the conditions of participation and strictly follow the Organiser's instructions. In the event of non-compliance with the conditions of participation or failure to follow the instructions, the organiser may exclude the participant from the activity or the event. In the event of exclusion before the start of the activity or tour, the cancellation provisions in accordance with Clause 6 shall apply; after the start of the activity or tour no refund will be made.

### **8.4 Age**

Participants under 18 years of age need the consent of their legal guardian to participate in the activity or tour. A minimum age is required for certain activities and tours.

### **8.5 Special conditions for jumping activities**

The Organiser alone shall decide whether a jump can be performed. If the Participant does not complete the jump within ten minutes of the Organiser approving it, he shall lose the right to execute the jump and will not receive a refund of the jump fee. The minimum age for participation is 16 years.

### **9 Waiver of liability and insurance**

OUTDOOR Switzerland and its subsidiaries listed above require the signing of a waiver as a condition of participation for certain activities. This document is intended to be a legally binding agreement that in the event of certain events, including loss, injury, damage or death, the participant will not hold OUTDOOR Switzerland and its above-mentioned subsidiaries, their employees, instructors, respective management, shareholders, partners, bodies or descendants liable. The document may also require the specification of certain medical conditions to determine the suitability of participation for certain activities.

**The Participant is not insured by the Organiser.** Each participant is independently responsible for taking out all necessary insurances (especially health, accident, property and cancellation insurance and insurance for sports accidents).

### **10 Complaints**

In the event that the client has grievances or incurs damages, they are required to report these issues promptly in writing to the activity leader or service provider for acknowledgment. It should be noted that while the activity leader or service provider will confirm receipt of the complaint, this does not equate to an admission of liability.

The activity leader or service provider will strive to address and rectify the issue to the best of their ability within the constraints of the event and available resources. If the remedial actions taken are deemed unsatisfactory or insufficient, or if the client intends to pursue damage claims, they must formally submit their claims in writing to the booking office, directed to the attention of the organizer, within four weeks following the contractual end date of the activity.

The formal complaint must include the acknowledgment received from the activity leader or service provider, along with any supporting evidence. Failure to report grievances during the



activity or to submit the claim to the booking office within the stipulated timeframe will result in the forfeiture of all claims.

### **11 Liability**

Claims for damages are excluded unless resulting from intent or gross negligence. The Organiser is entitled to call in auxiliary persons and/or third parties for the provision of services. If the Organiser justifiably assigns the execution of the activity or tour to a third party, the Organiser shall, to the extent permitted by law, not be liable for the latter's actions or omissions.

In particular, the Organiser shall not be liable for damages caused by actions or omissions by the activity or tour leader that are not related to the provision of contractually agreed services or that are due to the actions of third parties, other participants, the Participant, force majeure such as natural events, official orders etc. or late return. If a participant does not follow the instructions of the Organiser, activity or tour leader etc., the Organiser shall not be liable.

### **12 Data protection**

The separate privacy policy on the Organiser's website shall apply.

### **13 Applicable law and place of jurisdiction**

The contractual relationship is subject to Swiss law exclusively. The parties agree that the exclusive place of jurisdiction shall be the organiser's registered office.

### **14 Severability clause**

Should one of these provisions be invalid, this shall not result in the invalidity of the entire GTC, unless it is to be assumed that, without the invalid part, the GTC would not have been concluded.

### **15 Amendments**

The Organiser reserves the right to change these GTC at any time. The GTC valid at the time of conclusion of the contract shall apply.