

GENERAL TERMS AND CONDITIONS/COMMON TERMS

1. Scope

- 1.1 Weisse Arena Bergbahnen AG ("WAB"), Mountain Vision AG ("MV"), Weisse Arena Gastro AG ("WHR"), Weisse Arena Leisure AG ("WLE") and Mountain Adventures AG ("MA") (individually or together "WAG-company or "WAG") offer their services exclusively under the following General Terms and Conditions as well as for individual services listed in the Special Terms and Conditions in the Annexes.
- 1.2 The General Terms and Conditions are applicable to all future services to be provided by WAG for the benefit of natural or legal persons ("Customer (s)"). General contractual conditions of the customer which deviate from these General Terms and Conditions are only applicable if acknowledged in writing by WAG.

2. The services offered by WAG

- 2.1 WAG provides its customers with the following services ("Service (s)"), described in the Special Terms and Conditions and all other applicable contractual documents (see section 3.1)
- Provision of accommodation services;
 - Sale or distribution of package holidays;
 - Sale or procurement of sports equipment;
 - Sale or provision of ski and snowboard lessons;
 - Sale or provision of lift tickets;
 - Sale of cancellation cost insurance;
 - Sale or mediation of other recreational activities.

3. Conclusion of contract

- 3.1 WAG confirms orders, bookings and orders of the customer with an order confirmation ("Confirmation"). The confirmation, these General Terms and Conditions, as well as the Special Terms and Conditions, any brochures with a description of services ("Brochures") and the remuneration for the services to be paid to WAG by the customer ("Payment") constitute the contract ("Contract").
- 3.2 The contract is either concluded between the WAG Company and the customer or, if the WAG- companies act as intermediaries, directly between the Customer and the owner of the holiday apartment, house or hotel. In this case, the conditions apply (all together the "contractors"). In the latter case, the WAG companies only act as agents with power to collect payments for the contractual partner pursuant to Section 418a ff. OR. For package tours, the conditions under the Special Terms and Conditions of package tours should be observed.
- 3.3 The contract is only concluded upon receipt of confirmation by WAG. The confirmation may be given in writing or by e-mail. If services are ordered verbally from the designated sales outlets, the contract is concluded with the unconditional acceptance of the order by WAG.

4. Service description

- 4.1 The products, services and rental properties offered by WAG are rented or sold with the equipment and on the terms stated in the offer description.
- 4.2 WAG expressly reserves the rights to change prospectus information, specifications in brochures, on the Internet or elsewhere as well as price quotations in brochures and price lists of any kind.

5. Prices, terms of payment

- 5.1 WAG has the right to increase the prices following the conclusion of the contract in the event of the imposition or increase of fees, charges and taxes, as well as of transportation costs.

- 5.2 Prices include VAT.

- 5.3 Visitor's taxes are included in the total price, unless otherwise indicated. Upon request, WAG is entitled to inform the community of the name, address and date of birth of the customer as well as the occupancy data.

- 5.4 If any additional charges are not included in the price, these are listed separately in the booking confirmation.

- 5.6 In mediated transactions, WAG is obliged to forward any payments received to the contractor.

- 5.7 In the event of delayed payments, the contractual partner is authorised to refuse to provide the service under contract, i.e. to refuse to hand over the rental properties and to withdraw from the contract.

6. Change or cancellation of a booking/order, Cancellation cost insurance

- 6.1 If a booking/order is changed or cancelled, WAG must be notified in writing or by e-mail. Changes or cancellations are only valid if WAG has approved of them in writing. The customer has the right to transfer the terms agreed by him to a substitute customer or tenant, in the event that he himself cannot fulfill the terms.

- 6.2 If a booking/order is changed or cancelled by the customer, the costs of cancellation and the handling fees are payable by the customer in accordance with the Special Terms and Conditions.

- 6.3 The date the statement of cancellation or amendment is received by WAG shall form the basis for calculating the cancellation date

7. Interference in the settlement of contract

- 7.1 The contractual partner is authorised to modify the agreed services for good cause, or to offer a replacement property or provide a replacement.

- 7.2 If the fulfilment of the contract is impossible or affected due to force majeure, the contractor is authorised to withdraw from the contract following the reimbursement of any services not used by the customer. The same applies in the event that training services are not provided due to failure to achieve the minimum number of participants.

- 7.3 Should a rental period be delayed for reasons not attributable to the contractor, the customer is not entitled to price reduction. In the event of early departure, the client cannot claim a refund. Exceptions are to be found under the cancellation cost insurance Special Terms and Conditions.

8. Complaints

- 8.1 Any shortcomings in the services or damage to the rental properties must be reported to the contractor under the address: Weisse Arena AG, Kundeninformation, 7032 Laax, or via e-mail to info@laax.com.

- 8.2 The rental properties provided by WAG are given to the customer in good working condition. Non-functional or defective rental properties will be repaired or replaced free of charge by the relevant WAG company, provided that the malfunction or damage was not caused by the customer. In this case, the repair costs are transferred to the customer. Furthermore, the customer is charged with the cost of exceptional service expenses caused by him.

8.3 In mediated transactions, the corrective action is carried out exclusively by the direct partner (lessor of the holiday apartment, house or hotel). The customer cannot make any claims against the WAG.

9. Use, return of the rental properties

9.1 The property is to be used and treated by the customer with the utmost care. It may only be used by the number of persons (including children) specified in the contract.

9.2 The customer is not permitted to allow property leased by WAG to be used by a third party.

9.3 The customer shall be liable for any damages unless he can prove that these occurred through no fault of his (or fault of the authorised users). Damage must be immediately reported to the contractual partner and WAG.

9.4 The property is to be returned to WAG on the last day of the rental period or the time specified in the contract.

9.5 If the customer withdraws from the contract, he shall inform WAG accordingly and return the rental properties immediately. If the return of the rental properties is not made within 24 hours following issue of the notice of cancellation, any possible claim to a credit in accordance with the Special Terms and Conditions expires.

10. Liability

10.1 In the context of their placement activities, WAG is liable to the customer for the proper booking and reservation of rental properties, as well as for the correct fulfilment of services provided. The liability of WAG is excluded, if the non-fulfilment or inadequate fulfilment is attributable to the following causes:

- failures and conduct of the customer;
- failures and conduct of third parties which are not involved in the provision of services;
- force majeure or events that are not predictable or avoidable.

10.2 The liability of WAG for slight negligence is excluded.

10.3 In the event of mediated transactions, WAG refuses all liability for claims from the customer which affect the property. Any claims of non-fulfilment or inadequate fulfilment of the contract are exclusively sent to the lessor of the holiday apartment or house.

10.4 The liability for any product damages is based on the Product Liability Act. Any further liability for damages incurred by the customer following the use of the available rental properties provided by WAG is expressly excluded.

10.6 If accommodations, sports equipment or individual services should happen to be deficient, WAG must be informed immediately. The same applies in the event that the customer suffers damage. Any defects are corrected within a reasonable time by WAG. Damage claims must be reported to WAG in writing within 10 days following the end of the package period. If any defects or damages are not reported to WAG immediately or if the deadline to claim damages has come to an end, all claims of the customer against WAG are waived.

10.7 WAG is liable to the customer for the careful selection of service providers.

10.8 WAG reimburses the customer for intentional damages or those resulting from gross negligence, caused by the failure or inadequate fulfilment of the agreed services, unless it was not possible for WAG to provide an equivalent service.

10.10 WAG refuses any liability for damages caused by force majeure or the fault of the customer.

10.11 WAG further assumes no liability:

- for loss of personal effects, valuables, cash, jewellery, photographic and video equipment, etc;
- for loss, theft, damage or misuse of cheques, credit cards and the like;
- for programme changes that are due to the fact that the schedules of train, bus, ship or air transport companies, etc. were not adhered to;
- for events and trips at the resort which you did not book with MV or MA.

11. Privacy Policy

11.1 WAG is obliged to observe the applicable data protection legislation in the handling and processing of all data collected and/or created by WAG relating to the customer, including data relating to the use of services by the customer ("Customer Data").

11.2 WAG may collect, save, edit and share data of this kind and forward it to affiliated companies within the Weisse Arena Group to the extent that these are necessary or suitable for the performance of contractual obligations by affiliates of WAG to maintain and improve customer relationships, quality and service standards, and maximise operational safety, or in the interest of promotion, product design, crime prevention, economic figures and statistics, and billing. The customer hereby acknowledges and agrees that, in cases of joint provision of services by third parties and WAG, WAG is authorised to make the customer information available to the relevant third parties to the extent that this is required in the interest of providing the services.

11.3 Otherwise, the disclosure of customer information possessed by WAG to third parties is only permitted with the explicit consent of the customer. The sole exception is if WAG is required by law to disclose personal details to third parties.

11.4 The Special Terms and Conditions "Privacy Policy" are additionally valid.

12. Final provisions

12.1 Communication made by e-mail shall be deemed made in writing.

12.2 The contract is exclusively subject to Swiss substantive law to the exclusion of any conflict of laws.