

WEISSE ARENA GRUPPE

SPECIAL TERMS AND CONDITIONS OF THE FREESTYLE ACADEMY LAAX

- Mountain Adventures AG ("MA") operates the Swiss Flims Laax Falera ski school and Flims Laax Falera snowboarding school as well as the Freestyle Academy Laax and its Freestyle Academy Indoor Base ("FAIB") training centre. MA is ordinarily responsible for registrations for services provided by the Freestyle Academy. Mountain Vision AG ("MV") also accepts registrations acting in the capacity of agent for MA. The agreement is concluded between MA and the customer, or the customer's legal representative.
- The information sheet *Allgemeine Informationen und Verhaltensregeln* (General information and rules of conduct), as applicable from time to time, forms an integral part of these Special Terms and Conditions. The customer or the customer's legal representative shall sign the aforementioned information sheet prior to using any Freestyle Academy service for the first time (entry, courses, camps, training, membership).
- The prices charged for use of the FAIB and the applicable terms shall be as stated in the publication currently in effect.
- MA shall have the right to adjust the prices prior to accepting any registration and shall notify the customer accordingly. Prices may be increased up to 30 days prior to commencement of the agreement.
- Any customer who registers more than one person for a particular service shall be responsible and liable for the performance of contractual obligations by the persons so registered, including, but not limited to, the payment of services booked.
- Any customer who is prevented from using a service shall be entitled to find a substitute customer who shall then become party to the agreement. In such event, a processing fee shall be charged (see clause 20), and the customer and substitute customer shall be jointly and severally liable in respect of the price charged for the service booked.
- MA shall be entitled to make any changes that may be required — for any reason whatsoever — to the programme or services provided. Such changes shall not give rise to any right to compensation unless the contractually agreed service has materially changed in character.
- MA may decline to provide or cancel the service where there are justified grounds for so doing due to any cause attributable to the customer, for example if the customer takes out membership with the intention of using selected individual services rather than the entire package of services. The customer shall not be entitled to any form of compensation.
- Intentional non-compliance with instructions issued by MA staff or the abuse of access rights may result in such rights being withdrawn without any entitlement to a refund. In such circumstances, MA reserves the right to bar the customer from accessing its premises.
- MA customers are responsible for taking out their own personal insurance cover.
- MA accepts no liability for any accident, loss, damage or theft that may be sustained by the customer while attending the FAIB or using any service provided by the Freestyle Academy.
- Any claim for loss or damage must be submitted in writing to MA within one month of completion of the service. The booking confirmation and any available evidence (police reports, receipts, proofs of payment, etc.) shall be provided together with any claim notified. If the customer fails to report defects, loss or damage immediately or to submit any claims within one month, any rights to reimbursement or compensation shall be forfeited.
- The customer shall be liable for any and all damage to MA property, or parts of the FAIB infrastructure, that may be caused through misuse, gross negligence, or failure to comply with instructions issued by MA staff.
- The customer shall pay for bookings made through MV by credit card only.
- Payments for any camps, training, membership or passes booked through MA shall be made in full up to 21 days prior to commencement of the service using a valid credit card or by bank transfer to the following Swiss-franc account:
Graubündner Kantonalbank, PO Box, 7002 Chur, IBAN CH80 0077 4110 2220 9540 1. Account holder: Mountain Adventures AG
- Any camps, training, membership or passes booked less than 21 days prior to commencement of the service shall be paid in full by credit card. Any charges that may be due shall be debited using the credit card details previously notified by the customer. The customer expressly agrees that charges may be debited as aforesaid.
- A valid credit card is required to secure the reservation when booking courses or entry. Payments may be made on site in cash, by credit card or using a Maestro card.
- Multi-entry passes (10-entry passes) are valid for three years from the date of purchase. The customer shall not be entitled to a refund if any pass is lost.
- In the event that an all-year or season pass is lost, a new pass may be obtained for the residual term, subject to payment of a processing fee of CHF 20.
- In the event of cancellation or any change made by the customer to a booking/reservation for entry, courses, camps, training, membership or passes, the customer shall pay the following cancellation charges and/or processing fees:

Cancellation prior to use of the service	Cancellation charges	Processing fee
Up to 21 days	No charge	CHF 20
20 days to 7 days	25%	CHF 20
7 days to 24 hours	50%	CHF 20
Less than 24 hours	100%	None (CHF 20 where there is a substitute customer)

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21. If the customer cancels one or more Freestyle Academy services once the service has commenced, the following refund terms shall apply, provided that a certificate from a general medical practitioner is presented which confirms that the person concerned is unfit to engage in sport. Unless such a certificate is provided, the customer shall not be entitled to any refund.

a) Entry

Service	Amount refunded
Single entry	No refund
Multi-entry pass (10-entry pass)	Pro rata based on the number of unused entries

b) Training and courses

Calculation of refund
$\text{Total amount} - (\text{total amount} / \text{number of units} \times \text{number of units attended}) = \text{total refund}$

c) Camps

Service	Amount refunded
Accommodation	No refund
Instruction	Pro rata based on the number of unused days

Calculation of refund
$\begin{aligned} &\text{Total amount} - \text{accommodation service} = \text{amount calculated} \\ &\quad \text{Amount calculated} / \text{number of units} \\ &\quad \times \text{number of units attended} = \text{services used} \\ &\text{Amount calculated} - \text{services used} = \text{total refund} \end{aligned}$

d) Membership

- Training included in membership

Calculation of refund
$\text{Total amount} - (\text{total amount} / \text{number of units} \times \text{number of units attended}) = \text{total refund}$

- Winter pass for Laax ski resort included in membership

Pass returned	Amount refunded
Before 31 October	90%
Before 31 December	60%
Before 31 January	40%
Before 28 February	20%
After 28 February	No refund

- FAIB all-year pass included in membership
Passes may be extended by the length of time the customer is written off sick. Alternatively, the following terms may apply:

Prior period of validity from the date of issue or start of season	Amount refunded
Up to 6 months	40%
6 to 9 months	20%
Over 9 months	No refund

e) FAIB all-year/season pass

Passes may be extended by the length of time the customer is written off sick. Alternatively, the following terms may apply:

Type of pass	Prior period of validity from the date of issue or start of season	Amount refunded
All-year pass	Up to 6 months	40%
All-year pass	6 to 9 months	20%
All-year pass	Over 9 months	No refund
Season pass	Up to 3 months	40%
Season pass	3 to 4.5 months	20%
Season pass	Over 4.5 months	No refund