

General terms and conditions

Unless expressly agreed otherwise, all transactions between Stoked Mountain Experience AG Event Management and the participants are subject to these GTC. The object of the company is the operation of an event agency. This includes particular services such as the organisation of various events, activities and camps, as well as leading and accompanying all types of snow sports.

Special requests can only be considered after written agreement with Stoked Mountain Experience AG Event Management. Any additional costs shall be borne by the participant.

1. Basis / Conclusion of the contract

The reservation/order confirmation serves as the basis. This basis cannot be dissolved unilaterally. If the reservation is made by a third party, this third party shall also become a contractual partner, irrespective of any effective power of attorney by the participant, and shall be liable for all obligations arising from this contract with the participant as joint debtor.

2. Instructions of the organizer

For the safety of all participants, the individual participants are obliged to follow the instructions of the organiser's staff. In case of disregard of the instructions by the participants, the organizer declines any responsibility or liability.

3. Conditions of participation

The following conditions apply to the participants of the event:

- 3.1. The minimum number of participants must be reached. At the Mogul & Freestyle Camp these are as follows: At least 6 Full Package participants, 4 Full Package and 4 Training participants or 10 Training participants.
- 3.2. Participation in events with physical activities requires good health. The participants are therefore obliged to inform the organizer about possible health problems.
- 3.3. Participants must not be under the influence of drugs, alcohol, psychotropic drugs or similar substances.
- 3.4. If the organiser distributes alcoholic beverages, the participants consume these beverages at their own risk.

4. Training

- 4.1. The training starts on Monday and lasts until Saturday. A later start in the group course from Tuesday or Wednesday must be clarified with the organizer. In any case the full amount of the training will be charged.
- 4.2. If the minimum number of participants is not reached, the organizer reserves the right to combine groups, adjust the number of training hours or cancel the courses completely at short notice. Should this be the case, the organiser will endeavour to offer the participant the best possible alternative.
- 4.3. A change of trainer is possible due to the flexible organisation, the desired language of instruction and the number of participants.

5. Equipment / Material

The organiser undertakes to specify the equipment required for the event in the offer in accordance with section 1.

- 5.1. The participant is responsible for the personal equipment of the participants. The Organiser undertakes to procure and make available any special equipment required.
- 5.2. The material provided and the premises must be provided. In order to prevent damage to the walls, the machines and the inventory, the attachment of decorations and other

objects must always be coordinated with the organizer. Possible damages can be charged at replacement value.

- 5.3. In case of a program change, the material and equipment costs are included in the full package price. Only training participants are responsible for any additional costs.
- 5.4. It is mandatory to wear a helmet during the training sessions. A back protector is highly recommended.

6. Lift tickets

- 6.1. The lift ticket is included in the Full Package price.
- 6.2. Stoked Mountain Experience AG Event Management will not compensate for lost lesson times due to cable car and lift system failures, as this money is used to offer an alternative program.

7. Food & Beverage

- 7.1. In the selection of food and beverages, emphasis shall be placed on impeccable and fresh quality.
- 7.2. Water is included in the Full Package offer. Further drinks must be paid for by the participant.
- 7.3. Allergies and intolerances must be reported to the organizer at the time of booking.

8. Accommodation

- 8.1. The participants will be accommodated in the "Chalet Turbina". The rooms will be shared with a maximum of three other participants of the camp of the same sex. If a participant wishes a private room, this can be organized on surcharge.
- 8.2. Each participant is responsible for his/her own transport on arrival and departure.

9. Prices

The listed prices are in Swiss francs and valid from 01.08.2019.

10. Remunerations and payment methods

The remuneration for the Organiser's activities as defined in this contract shall be based on the standard and indicative prices and the tariffs set out in the offer. It shall also be based on the services ordered and rendered by the Organiser. The additional services requested in accordance with section 1 shall be remunerated on a time and material basis.

The remuneration pursuant to Clause 10 shall be paid as follows:

- 10.1. The total amount must be paid prior to the event and shall also serve as confirmation of reservation.
- 10.2. Payment in cash: Swiss francs (CHF), and euros (EUR), by card: VISA, Mastercard, Maestro, V-Pay, VISA Electron or bank transfer.
- 10.3. For the refund of cancelled reservations, the Organizer shall use the same means of payment as was used in the original transaction, unless expressly agreed otherwise.

11. Withdrawal

- 11.1. The organizer is entitled to withdraw from the present contract if one of the payments according to clause 10.1. is not paid in due time. All expenses incurred by the Organiser or any third party commissioned by the Organiser shall be paid in full by the Participant, if any.
- 11.2. If the participant withdraws from this contract, the following provisions shall apply:
 - Free cancellation up to 90 days before the start of the event
 - Up to 30 days before the start of the event 50% of the total amount
 - From 30 days before the start of the event 100% of the total amount

- 11.3. Both the compensation of the organiser's expenses in the event of the withdrawal of one of the parties and the contractual penalty pursuant to Clause 11 shall become due for payment immediately upon written assertion by the organiser.
- 11.4. In the event of an accident or illness, reimbursement will only be made upon presentation of a medical certificate from a local doctor. Only the unused training days (difference) will be refunded.
- 11.5. Our trainers or coaches work in any weather, provided that we consider it reasonable for the training.
- 11.6. The training can be cancelled or aborted by Mountain Experience AG Event Management if nature/weather conditions or other unforeseen circumstances (force majeure, official measures, suspension of all transport facilities) do not permit training. The decision on this lies solely with the organiser. If in this case the training is cancelled by the organizer and no equivalent alternative is possible, the participant is entitled to a partial payment of the training, but must assert the claim by telephone (027 967 70 30) or in writing by e-mail to chalet@turbina.ch within a period of 7 days. The payment of the training takes place under deduction of the handling costs of 20% of the booked total achievement.

12. Termination of the activity by the participant

- 12.1. In case of delay of the participant, illness, alleged bad weather or partially closed lifts, no payment will be made.
- 12.2. If the lesson has to be interrupted early due to the participant's lack of fitness or inappropriate snow sports equipment, all claims for reimbursement shall lapse.

13. Liability

- 13.1. The Organiser disclaims any liability for accidents during the lessons or their consequences.
- 13.2. The Organiser accepts no liability whatsoever for damage resulting from a postponement or cancellation of the event. The Organiser accepts no liability whatsoever for material damage or damage resulting from the theft of personal property, whether towards the participant, the participants or third parties. If the organizer or the participant involves third parties in the planning and/or implementation of the event, the organizer assumes no liability whatsoever for damage of any kind caused by such third parties.

14. Insurance

The insurance is the responsibility of the participants. The organizer does not take out cancellation, accident or health insurance for the participants.

15. Data protection/ copyright

- 15.1. Stoked Mountain Experience AG Event Management reserves the right to use any picture material for marketing purposes. You may revoke your permission to use and distribute the data and images at any time by sending us a notice to this effect at chalet@turbina.ch.
- 15.2. The data necessary for the business transaction will be treated confidentially.

16. Final provisions

- 16.1. The General Terms and Conditions shall be governed exclusively by substantive Swiss law. Place of jurisdiction is Visp.
- 16.2. The General Terms and Conditions contain all agreements made between the parties and may only be amended or supplemented by written agreement.
- 16.3. Should one or more provisions of these GTC be or become ineffective or invalid, or should these become a provision of these GTC, this shall not affect the validity of the remaining provisions.



Stoked Mountain Experience AG Event Management undertakes to comply with the offer sold. The execution of the order will be carried out in a careful manner and the event will be carried out on time and as effectively as possible.

The participant must redeem the purchased offer with time and date. It is not possible to postpone the dates. Bookings that have already been paid for shall be considered a firm, confirmed reservation.