

# WEISSE ARENA GRUPPE

## **FREESTYLE ACADEMY LAAX and the Freestyle Academy Indoor Base (“FAIB”) Training Centre**

### **Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)**

#### **1. Scope**

In addition to the WAG GTCs ([link](#)), you also accept the STCs for the Freestyle Academy with each booking of products or services provided by the Freestyle Academy Laax. The information leaflet “General Information and Rules of Conduct” form part of these STCs, as amended.

Any deviations from the STCs for the Freestyle Academy and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

#### **2. Customer**

You accept that your contract shall be concluded with Mountain Adventures AG (MA), regardless of the WAG Pool member that accepts and/or executes your purchase order.

#### **3. Conclusion of contract**

The contract on products and services provided by the Freestyle Academy enters into force as soon as the agreed components have been confirmed on paper or electronically and you have made your downpayment or you have paid directly on site, in a verbal transaction. You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from the service/product specifications and terms published on the internet or in brochures.

Prior to using a Freestyle Academy component for the first time (admission, course, camp, training or membership), you or your parent/guardian must sign the information leaflet “General Information and Rules of Conduct”.

#### **4. Amendments**

Once the contract has been concluded, MA may amend its programme or product/service range if amendments appear expedient, for whatever reason. Such amendments do not give rise to a right to cancel the contract or to receive compensation, unless the character of the contractually agreed component has changed substantially.

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## 5. Prices and terms of payment

You accept the prices, exchange rates and terms of payment applicable at the conclusion of the contract. Such prices may differ from those published on the internet or in brochures.

## 6. Loss of annual or season ticket

If you lose an annual season ticket, you can receive a new one for the remaining duration of the subscription against a handling fee of CHF 20.

Multiple tickets (valid for 10 admissions) are valid for three years from the date of sale. If you lose such a ticket, you are not entitled to a refund.

## 7. Change or cancellation

If you change or cancel a booking or reservation for admission, courses, camps, training sessions, membership or subscriptions, and unless otherwise specified in the confirmation, MA shall charge the following costs to your credit or debit card:

| Cancellation period prior to using the component | Cancellation fee in % | Handling fee |
|--|-----------------------|--------------|
| Up to 21 days                                    | Free                  | CHF 20.00    |
| 7 to 20 days                                     | 25%                   | CHF 20.00    |
| 24 hours to 6 days                               | 50%                   | CHF 20.00    |
| Under 24 hours                                   | 100%                  | None         |

The relevant date or time for calculation purposes shall be the receipt of your communication by MA.

MA will charge no more than the handling fee if you find a person acting as a replacement and entering into your contract.

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## 8. Liability

MA warrants for the provision of proper instruction and training as well as for contractually compliant components. Any defects must be notified immediately on paper or electronically, otherwise you lose any claims you may have.

In all other respects, WAG GTCs clause 8 shall applicable ([link](#)).

## 9. Customer's undertakings and responsibilities

You undertake to follow the instructions of our staff.

If you register more than one person for a specific component, you are responsible to ensure that all registered persons meet their contractual obligations, particularly the obligation to pay for components.

## 10. Cancellation of contract

If you cancel the contract for reasons of sickness or accident that are not your fault, the following refund regulations shall be applicable. However, this only applies if you submit a medical certificate from a general practitioner, specifying that you are unable to engage in sporting activities (*Sportunfähigkeitszeugnis*).

### a) Admissions

| Component                             | Amount of refund                            |
|---------------------------------------|---|
| Single admissions                     | No refund                                   |
| Multiple tickets (e.g. 10 admissions) | Pro-rata in relation to admissions not used |

### b) Training and courses

Calculation of refund:

total minus (total divided by number of components times number of components attended) = refund

### c) Camps

| Component               | Amount of refund        |
|-------------------------|-------------------------|
| Accommodation component | No refund               |
| Instruction component   | Number of days not used |

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Calculation of refund:

total minus accommodation component = calculated total

calculated total divided by number of components times number of components attended = component used

Calculated total minus component used = refund

## d) Membership

- Training component as part of membership

Calculation of refund:

total minus (total divided by number of components times number of components attended) = refund

- Winter season tickets for Laax ski slopes as part of membership

| <b>Restitution</b> | <b>Amount of refund</b> |
|--------------------|-------------------------|
| Until 31 October   | 90%                     |
| Until 31 December  | 60%                     |
| Until 31 January   | 40%                     |
| Until 28 February  | 20%                     |
| After 28 February  | No refund               |

- Annual FAIB ticket within membership

Annual/season tickets can be extended by the duration of the certified sickness. Alternatively, the following regulations may be applicable:

| <b>Prior validity from the date of issue or start of the season</b> | <b>Amount of refund</b> |
|---|-------------------------|
| Up to 6 months  | 40%                     |
| 6-9 months  | 20%                     |
| From 9 months   | No refund               |

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## e) FAIB annual/season ticket

Annual/season tickets can be extended by the duration of the certified sickness. Alternatively, the following regulations may be applicable:

| Type of subscription | Prior validity from the date of issue or start of the season | Amount of refund |
|----------------------|--|------------------|
| Annual subscription  | Up to 6 months   | 40%              |
| Annual subscription  | 6-9 months   | 20%              |
| Annual subscription  | From 9 months  | No refund        |
| Season ticket        | Up to 3 months   | 40%              |
| Season ticket        | 3 – 4.5 months   | 20%              |
| Season ticket        | From 4.5 months  | No refund        |

Alternatively, you are entitled to appoint a person to replace you under your contract, so that they then become a customer. You will need to agree with your replacement on the price they should pay. MA does not refund the cost of the course. MA will, however, charge a CHF 20.00 handling fee to your credit or debit card.

MA may refuse or discontinue its services at any time and without a refund if you provide reasonable grounds for this. The same applies if, under your membership, you deliberately only use certain components and not the overall service, if you fail to follow the instructions of MA staff or if you abuse your access rights. MA reserves the right to ban you from its premises.

### 11. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 12 Oct. 2018