

# WEISSE ARENA GRUPPE

## **Sale or Arrangement of Package Tour Contracts**

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

#### **1. Scope**

Whenever you conclude a package tour contract or whenever such a contract is arranged for you, you accept the WAG GTCs ([link](#)) as well as the STCs for Package Tour Contracts. They shall be applicable unless mandatory provisions are specified in the Swiss Federal Act on Package Tours (PRG)

Any deviations from the STCs for Package Tour Contracts 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 the package tour contract or the agency agreement shall be concluded with Mountain Vision AG, Laax (MV), regardless of the WAG Pool member that accepts and/or executes your purchase order.

#### **3. Package tour contract**

A package tour contract is defined as the combination of at least two of the following services, specified in advance, offered at a total price and either taking more than 24 hours or including one overnight stay:

- a. transport,
- b. accommodation,
- c. other tourist services not including transport or accommodation, but forming a substantial part of the overall service.

#### **4. Conclusion of contract**

MV concludes a package tour contract directly with you or arranges for such a contract with a third party (an operator).

The package tour contract, whether arranged or not, shall enter into force upon MV's confirmation, provided either on paper or electronically, and upon your payment as specified in clause 7. 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 those published on the internet or in brochures.

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If a package tour contract has been arranged, it is concluded directly between yourself and the relevant operator. That party's General Terms and Conditions and also Special Terms and Conditions shall be applicable to this contract. In such a case MV merely acts as an agent with collection authority as defined in the Swiss Code of Obligations (OR), articles 418a ff., aiming to achieve contractual conclusion.

Special components outside the downloadable terms and conditions, such as special rates, special services and supplementary agreements, only form part of the contract if they have been expressly confirmed on paper or electronically.

## **5. Third-party services**

If MV sells a package tour directly, it has the right to arrange for the agreed service components to be performed by third parties (i.e. the service providers). Their contractual relationship is exclusively with MV.

## **6. Prices**

You accept the prices, exchange rates and terms of payment applicable at the conclusion of the contract. They are specified in the order confirmation and may differ from the prices and terms of payment published on the internet or in the relevant brochures.

Until three weeks before the start of the package, we reserve the right to increase the price if fees, charges or taxes are introduced or increased, if there is an increase in transport or operating expenses and also in the event of extraordinary price increases by service providers or changes in exchange rates.

If you only want to use individual components of a given package, you accept the prices and terms applicable to those components.

If, after the start of a package, you only use individual components, you are not entitled to a price reduction or refund.

## **7. Terms of payment**

The applicable terms of payment shall be those specified in the confirmation of order. If either nothing or nothing different has been agreed therein, the following provisions shall be applicable:

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- a. If the contract is concluded more than 45 days before the start of the package tour, MV shall debit your credit or debit card with the agreed deposit and then with the rest of the due amount 30 days before the start of the package.
- b. If the contract is concluded less than 45 days before the start of the package, MV shall debit your credit or debit card with 100% of the total price.

## 8. Price and service changes effected by MV

MV reserves the right – under the Swiss Federal Act on Package Tours (PRG), articles 7 to 10 – to change the price, the programme or individual components before the contractually agreed start of the tour. You will be notified of the changes on paper or electronically. In the event of major changes you are entitled to cancel the contract within three days of receiving notification, without incurring any costs, or, alternatively, to accept a specific alternative offered by MV. The changes shall be considered accepted if you do not cancel the contract or accept the alternative offer on paper or electronically within the specified deadline.

MV may offer a specific alternative solution if a service provider is unable to provide its service. Any additional costs shall be your liability.

## 9. Change or cancellation

Any contractual change may only be made with MV's consent (e.g. change of name, start of package, duration of package, composition of package components, etc.). If a contractual change has been approved, you pay a handling fee of CHF 70.00 per change.

If you cancel your booking and unless otherwise specified in the confirmation, MV shall charge the following costs to your credit or debit card:

Cancellation period before the start of the contract	Cancellation fee in %	Handling fee
Up to 30 days	Free	CHF 70.00
15 to 29 days	40%	CHF 70.00
0 to 14 days	100%	None

The relevant date for calculation purposes shall be the receipt of your communication by MV.

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If you have arranged for someone to replace you in your contract, MV will only charge the handling fee.

Partial cancellation is not an option.

Rebooking to a different hotel counts as a new contract, resulting in the cancellation of your current contract and incurring the aforementioned fees.

## **10. Liability of MV**

As part of its agency activities, MV is liable to ensure legally and contractually compliant reservations and bookings.

If the package tour contract is concluded directly, MV shall warrant for its proper execution.

In all other respects GTCs clause 8 shall be applicable.

## **11. Tour called off by MV**

If a package tour is subject to a minimum number of participants and if that number is not reached, MV may cancel the tour no more than three weeks before the specified start. MV shall then refund the price you paid. Further-reaching compensation claims are not accepted.

If, in MV's assessment, implementation of the tour is jeopardised, made substantially more difficult or even impossible by force majeure, government action, political unrest or strike action, MV may also cancel the tour at short notice. MV shall then refund the price you paid. It reserves the right to deduct an amount for expenses that have demonstrably been paid. Further-reaching compensation claims are not accepted.

## **12. Delays**

If the start of the package is delayed for whatever reasons not within the responsibility of either MV or its service providers, you are not entitled to a price reduction or refund.

## **13. Data protection**

You expressly agree that MV may transmit your data to the third party, enabling the same to carry out its contractual duties. Data privacy is guaranteed. The WAG Privacy Policy has been published on the web, at <https://www.laax.com/rechtliches/datenschutz>. It forms an integral

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part of these STCs. You expressly declare that you have noted the Privacy Policy and that you have given your consent for the use and processing of data specified therein.

## **14. 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