

Sports Instruction and Guided Adventure programmes (hereinafter: STCs for Sports Instruction)

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

1. Scope

In addition to the [WAG GTCs](#), you also accept the STCs for Sports instruction with each booking of sports instruction or with any other other guided adventure programme, such as a sports camp, children's programme or the Hubertuspfad programme provided by the Laax School, by some other company in the Weisse Arena Gruppe or by a third-party company.

Any deviations from the STCs for Sports Instruction 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. Contracting party

You accept that the purchase agreement is concluded with Mountain Adventures AG (MAD), regardless of which company within the WAG Pool accepts and/or executes your order, or the platform or app via which you submitted your order.

3. Conclusion of contract

The purchase agreement enters into force on electronic confirmation of the order and your advance payment, or verbally on the premises and on direct payment. You accept the service/product descriptions and conditions as of the point in time when the contract is concluded. These may differ from those published online or in prospectuses. Special services outside the viewable conditions, such as special tariffs, shall only be included in the contract if they have been explicitly confirmed in writing or electronically.

4. Amendments

Once the contract has been concluded, MAD 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.

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. Liability

MAD warrants for the provision of proper instruction as well as for contractually compliant service components. Any complaints must be notified in writing to MAD immediately in writing. Otherwise you lose any claims you may have.

In all other respects GTCs clause 8 shall be applicable.

7. Customer's undertakings and responsibilities

You undertake to follow the instructions of our staff. In the event of a minor, the liability lies with the parents or guardians. If more than one person registers for a specific course of instruction or adventure programme, you are responsible to ensure that all registered persons meet their contractual obligations, particularly the obligation to pay for instruction.

8. Cancellation of contract

You lose any claim for a refund or cost reduction if you cancel the contract less than 24 hours before the start of instruction or the programme, if you do not take instruction or attend the programme without giving any reason or if you stop taking instruction or attending the programme before the end. An exception will be made for non-attendance due to illness or accident through no fault of your own. If you submit a medical certificate from a general practitioner in the Ilanz-Chur region, you will be reimbursed for the cost of any components not used.

Should you be unable to participate, you are entitled to appoint a person to replace you under your contract, so that they then become the customer. You will need to agree with your replacement on the price they should pay. MA does not refund the cost of the course.

MAD may refuse or discontinue instruction or the adventure programme at any time and without paying compensation if there are justified grounds due to yourself or the minors you registered as participants.

9. Data protection

Data protection will be ensured. WAG's privacy policy can be found at <https://www.weissearena.com/en/privacy-policy/> It is an integral component of these "STC Sport instruction". You explicitly declare that you have read and understood the privacy policy, and that you give your consent to the uses of data and the processing detailed therein.

9.1 Purpose of data processing

We process your personal data, among other things, to answer your inquiries, to fulfil the contract concluded with you (contract fulfillment), to offer you products and services tailored to your needs as well as advertising, to protect legitimate interests (legitimate interest) and to comply with legal obligations (legal obligation).

With every booking of a sport instruction or guided adventure programme, you accept that your surname and first name may be used for start and ranking lists as well as for class assignments and published on the website.

10. Applicable law and place of jurisdiction

The contract is subject to Swiss law. The place of jurisdiction is the municipality of Laax.

Laax, 05.12.2024