

19/11/2019

GENERAL TERMS AND CONDITIONS

Welcome to the Weisse Arena Gruppe (WAG), Via Murschetg 17, 7032 Laax, Switzerland.

1. Weisse Arena Gruppe (WAG)

WAG is a pool of businesses working with the holiday and leisure destinations Flims, Laax and Falera in the Swiss Canton of Grisons (Graubünden). The following businesses based in Laax and Flims (Switzerland) are currently members of WAG, and others may follow:

Weisse Arena Bergbahnen AG WBB

Mountain Vision AG MTV

LAAX HOMES AG LHG

Weisse Arena Gastro AG WHR

Weisse Arena Leisure AG WLE

Mountain Adventures AG MAD

Baugesellschaft RocksResort BG

2. WAG General Terms and Conditions (WAG GTCs)

By ordering and/or using a product and/or service provided by one of the aforementioned or future businesses within the Weisse Arena Gruppe, you accept the WAG GTCs¹ as well as the relevant STCs specified below. You thus also accept any further components, particularly any service or product specifications and price lists provided by WAG and its third-party contractors (hereinafter referred to as third parties, e.g. hotels and holiday apartments) under the following provisions.

The WAG GTCs shall apply regardless of the WAG member accepting and/or executing your purchase order. WAG shall be the only entity that is entitled to send your purchase order to the relevant business. That business then becomes your contractor.

¹ STCs Special Terms and Conditions

WEISSE ARENA GRUPPE

Any deviations from the WAG GTCs, from the specific STCs or from the contractor's own GTCs shall only be permitted if they have been expressly agreed in writing (either on paper or electronically).

If a contract simultaneously covers several products and/or several services (so-called packages), then the relevant products/services shall be subject to their specific STCs and, secondarily, to the WAG GTCs.

Below, you will find a list of the currently valid STCs, and others may

follow: STCs for Ski Lift Tickets

STCs for Cancellation Cover

STCs for the Arrangement of

Hotel Bookings

STCs for Standard Contracts

STCs for the Arrangement of Rented

Apartments and Houses STCs for Events

STCs for Sports Equipment Rental

STCs for Skiing and Snowboarding

Instruction STCs for the Freestyle

Academy

STCs for Package Holiday Contracts

3. Exclusions

The WAG GTCs and STCs only apply to WAG's own obligations. If WAG acts as an agent, e.g. when arranging holiday apartments and hotel packages, WAG is not the contractor itself, even if the purchase order was placed via its customer websites, such as www.weissearena.com, www.laax.com, www.flims.com or through the Inside Laax app. In such a case, the applicable provisions shall be the GTCs and STCs of the third party with whom arrangements have been made, and who then becomes your contractor. WAG is an agent with collection authority as defined in the Swiss Code of Obligations (OR), articles 418a ff. This provision also applies in the case of packages containing third-party products or services.

4. Conclusion of contract

A contract is concluded upon written confirmation by WAG, provided on paper or electronically (e.g. a booking confirmation) together with the receipt of payment, or through a verbal direct sale of a product or service (e.g. a ski lift ticket). You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications and terms may differ from those published on the internet or in brochures.

5. Amendments

WAG is expressly entitled to amend the WAG GTCs, the WAG STCs, details provided in brochures, service specifications, prices, other terms and conditions, etc., and may do so at any time.

Once the contract has been concluded, WAG may amend its 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.

6. Prices and terms of payment

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.

All prices are inclusive of VAT and any other applicable taxes.

Price increases may also occur after the conclusion of a contract, in the event of the introduction or increase of levies, charges or taxes or transport expenses. If, on the other hand, listed prices are reduced after the conclusion of the contract, this shall not provide an entitlement to repayment.

In the event of late payment, WAG may refuse to provide the relevant contractually agreed components and may revoke the contract without compensation. If WAG has acted as an agent between you and a third party (e.g. for an accommodation or rent agreement), then that third party shall be entitled to the same right. In such a case you shall pay WAG and the third party any costs incurred through the delay in payment.

Offsetting shall not be accepted in such instances.

If WAG has acted as an agent in a given business transaction, it undertakes to pass on the relevant payment to the third party.

7. Data protection

The protection of processed data is important to WAG. The WAG Privacy Policy has been published on the web, at <https://www.laax.com/rechtliches/datenschutz>. It forms an integral part of these GTCs

Should this be required by a public authority, WAG may provide the same with your name, address, date of birth and occupancy dates.

8. Limitations of liability

WAG warrants that products and services comply with the relevant contractual provisions, subject to any modifications in accordance with clause 5.

Any liability for indirect and consequential losses, (e.g. loss of profit) is hereby expressly waived to the extent permitted by law. Any further-reaching warranty claims shall be waived to the extent permitted by law. In particular, no liability is accepted for losses resulting from use.

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

However, neither WAG nor the third party shall be liable if a contract cannot be correctly or fully executed for the following reasons: force majeure, natural events, strike action, unforeseen government restrictions or other occurrences that were either unforeseeable or unavoidable. In such instances you will not be entitled to a refund for the products or services you have not used.

WAG accepts no liability whatever for accidents, damage, loss or theft suffered by you while using a product or service, unless the accident, damage or loss was caused by a deliberate or grossly negligent neglect of duty on the part of a WAG employee.

9. Customer's undertakings and responsibilities

When you use products or services for which you have concluded a contract with WAG or a third party, you undertake to use such products or services in a lawful and contractually compliant manner. You are liable for any damage or loss arising from unlawful use.

10. Complaints

You undertake to report to WAG immediately and in writing any defects of components and/or any loss you have suffered. You may send such notification by surface mail to Weisse Arena AG, Kundeninformation, 7032 Laax, Switzerland, or by email to info@laax.com. Late notification leads to the forfeiture of any claims.

11. Credit notes

WAG and/or its members may offer you a free bonus programme. This may involve collecting points for certain components, e.g. Orders on the Inside Laax app. These points entitle you to certain discounts or benefits. Any points that have not been redeemed or donated during the WAG winter season shall lapse by the end of the next WAG summer season, and any such points not redeemed or donated during the WAG summer season shall lapse by the end of the next WAG winter season. Your points account is then reset to 0.

12. Transfer ban

Unless you have received express prior permission (on paper or electronically) from WAG, any rights and duties contractually agreed with WAG or with a third party may not be transferred to another person.

13. Intellectual property

All intellectual property rights on products or services held by WAG or a third party shall remain with WAG or with the entitled third party. If a third party is entitled to such rights, WAG warrants that it has the relevant rights of use and distribution

14. Proviso of Special Terms and Conditions (STCs)

If STCs contain provisions that differ from these GTCs, then the STCs shall take priority over these GTCs.

If WAG products or services are expanded in scope, but without any specific STCs, then these WAG GTCs shall be applicable.

15. Applicable law and place of jurisdiction

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