

SPECIAL TERMS AND CONDITIONS FOR THE SALE OF PACKAGE HOLIDAYS

1. Mountain Vision AG ("MV") and Mountain Adventures ("MA") sell package holidays to order and for their own account. The package holidays sold by MV or MA are arranged directly between MV or MA and the customer. These Special Terms and Conditions form a part of the applicable General Terms and Conditions.
2. A package holiday is deemed to be the pre-arranged combination of at least two of the following services, if this combination is offered at an inclusive price and lasts longer than 24 hours and/or includes an overnight stay:
 - Transport;
 - Accommodation;
 - Other tourist services not supplementary to transport or accommodation which account for a significant part of the overall service.
3. If a package holiday contract has been concluded, the Swiss Federal Act on package holidays (PRG) in its current version is applicable. As long as the PRG does not provide specific rules for a contractual problem, these Special Terms and Conditions and/or General Terms and Conditions shall additionally apply.
4. A package holiday can either be organised by the organiser itself and be offered to the customer, or the offer can be made by a WAG company acting as an agent.
5. Package holidays are offered by either MV or MA in their own name and for their own account. The package holiday contract is thus concluded between MV or MA and the customer. The services offered by MV and MA are provided by third parties (service providers), which are in an exclusive contractual relationship with MV or MA.
6. Special arrangements or agreements are only valid if they are confirmed in writing by MV and MA.
7. Pursuant to Section 7-10 PRG, MV and MA reserve the right to change the price, programme or individually agreed services prior to the contractual commencement of travel. If the contract amendment is substantial, customers may inform MV or MA in writing within three days of receiving the notice of contract amendment that they are withdrawing from the contract without penalty or that they wish to attend a replacement programme or specifically agreed services as proposed by MV or MA. If customers do not respond within three days, the contract amendment shall be considered accepted.
8. If an important provider is no longer able to perform its services, MV or MA may offer an alternative solution. Any additional costs shall be borne by the customer.
9. The prices stated in the booking confirmation are binding. However, in the event of the introduction or increase of fees, charges and taxes, increase of transportation or operational costs, extraordinary price increases by the service providers or changes in exchange rates, MV and MA may increase prices after the conclusion of the contract up to three weeks prior to the start of the package holiday. Any increases shall be communicated to the customer three weeks prior to the start of the package holiday.
10. The package holiday price is payable to MV and MA as follows:
 - a down-payment according to the booking confirmation upon completion of the booking by credit card;
 - MV automatically charges the credit card on file with the remaining amount approximately 30 days prior to the start of the package holiday. The customer shall expressly agree to this clause.
 - For bookings made less than 30 days prior to the start of the package holiday, the full amount must be paid at the time of booking.
11. A minimum number of participants is required for some of the package holidays offered by MV and MA. If this minimum number is not reached, MV or MA may cancel the trip up to three weeks before the agreed start date. In this case, MV or MA shall refund the customer with any money already paid. Further claims for compensation are excluded.
12. If MV or MA deem the implementation of the trip to be endangered, significantly impeded or made impossible by force majeure, regulatory actions, political unrest or strikes, MV or MA may cancel the trip. In this case, the money already paid shall be refunded; however, MV and MA may deduct any expenses already incurred for which proof is available. Further claims for compensation are excluded.
13. Amendments to the booked arrangement (e.g. name changes, change in duration of the trip, start of trip or composition of services provided during the trip) or cancellation of booking must be sent to MV and MA in writing and shall only be valid with the consent of MV and MA. Any amendment of the booked arrangement that cannot be implemented within the same accommodation shall be deemed to be a cancellation.
14. Partial cancellations of a booked package holiday are not possible. If customers do not wish to take advantage of some of the services offered by MV and MA as part of the package, MV and MA may accommodate their wishes, as long as the customer books every service they still wish to take advantage of individually at the prices and conditions applicable for each individual arrangement.
15. If the booking with MV is amended or cancelled by the customer, the following cancellation costs and handling fees shall be payable by the customer:
 - A handling fee of CHF 70.00 to a maximum of CHF 140.00 shall be charged per amendment of booking.
 - Cancellations up to 28 days prior to the start of the package holiday are free of charge. In this case, only a handling fee of CHF 70.00 shall be charged.
 - For cancellations between the 27th and 15th day prior to the start of the package holiday, the customer shall pay 40% of the package holiday price plus a handling fee of CHF 70.00 to MV.
 - For cancellations between the 14th day prior to the start of the package holiday and the start date of the package holiday, the customer shall pay MV 100% of the package holiday price. The handling fee shall be waived.

If the booking with MA is cancelled by the customer between the 14th day prior to the start of the package holiday and the start date of the package holiday, the customer has to pay 20% of the package holiday price to MA as cancellation fees.

The date the cancellation statement is received by MV or MA shall form the basis for calculating the cancellation date.
16. MV and MA recommend that customers take out cancellation fee insurance with MV or MA. In the event that the arrangement is cancelled prior to the start of the package holiday, this policy covers the cancellation costs incurred by MV / MA in certain cases pursuant to the cancellation cost insurance in the Special Terms and Conditions. Any handling fees are charged to the cancellation cost insurance.
17. Should the beginning of the package holiday be delayed for reasons outside the control of MV or MA or the service providers appointed by them, the customer shall not be entitled to a reduction of the package holiday price. In the event of customers not taking advantage of part of the services provided by MV or MA, they shall not be entitled to claim a refund from MV or MA.

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18. Should the customer be prevented from taking advantage of the agreed services, the customer may transfer the contract or arrangement to another person, provided that this person assumes all obligations under the contract. The customer shall pay MV or MA a handling fee of CHF 70.00 for appointing a person as a replacement.
19. MV or MA shall charge any fees / cancellation fees to the customer's credit card held on file. The customer shall expressly agree to this clause.
20. MV and MA assures customers that any payments made in connection with the package holiday booked by them and the costs for their return travel have been safely deposited.