STC Freestyle Academy Laax and Trainings Center Freestyle Academy Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)

1. Scope

In addition to the <u>WAG GTCs</u>, you also accept the STCs for the Freestyle Academy (hereinafter STC FSA) with each booking of products or services provided by the Freestyle Academy Laax.

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. Contracting party

You accept that your contract shall be concluded with Mountain Adventures AG (MAD), 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.

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. Loss of ticket/ pass

If you lose your annual or training pass, you can renew it for the remaining duration of the pass for a processing fee of CHF 10 (incl. wristband).

7. Change or cancellation

If you change or cancel a booking or reservation for admission, courses, camps, trainings, membership or subscriptions, MAD shall charge the following costs:

Cancellation period prior to using the component	Cancellation costs in % of the total price
Up to 21 Tage	Free of charge
20 to 7 days	25%
6 days to 24 houers	50%
Less than 24 houers	100%

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

See further details under clause 10 Cancellation of contract

8. Liability

MAD 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 be applicable.

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) Admission

Component	Amount of refund
Single admission	100% refund

b) Course

Component	Amount of refund
Course	100% refund

c) Camps

Component	Amount of refund
Accommodation component	No refund
Instruction component	Pro-rata in relation to not used days

Calculation of refund:

Total – Accommodation component = Calculation basis

Calculation basis / number of components x number of components used/attended = Services used

Calculation basis - Service used = refund

d) Annual-pass

Annual passes can be extended for the duration of the period of sick leave or cancelled subject to the following conditions:

Total amount – (Total amount / number of components x number of components used/attended) = refund

e) Trainings

Training:

Calculation of refund:

Total amount – (Total amount / number of components x number of components used/attended) = refund

• <u>Liftticket:</u>

Restitution	Ammount of refund
Until 31. October	90%
Until 31. December	60%
Until 31. January	40%
Until 28. February	20%
After the 28. February	Keine Rückerstattung

Trainings pass hall:

Training pass Halle is valid for the respective training 'year', which is valid from 01.05.XX to 30.04.XX (following year).

Calculation of refund:

Total amount – (Total amount / number of components x number of components used/attended) = refund

MAD 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 MAD staff or if you abuse your access rights. MAD reserves the right to ban you from its premises.

11. 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 Freestyle Academy". 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.

12. Applicable law and place of jurisdiction

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

Laax, 09.11.2024