

TERMS AND CONDITIONS

Please read our terms and conditions before you accept them. They contain limitations on the scope of our obligations to you, as well as limitations and exemptions from our liability to you in the event that you suffer loss as a result of using our services.

PRICES:

All prices are subject to change until purchase price is paid in full. All prices are subject to change at any time due to the imposition of taxes or other government charges; fare increases, fuel or other surcharges, or other events beyond SkiSwissAlps's control. SkiSwissAlps may reissue the invoice for any reservation to reflect any such changes, or to correct any error in the computation of the purchase price of your reservation. All prices are in Swiss Francs. Upgrades may be available at additional charge. Prices do not include air fair. Prices may vary depending on date of departure. Supplement for holidays/weekends may apply.

Note that your Vacation package includes travel time in both directions; prices are based upon the number of nights in your stay. Children: Children's age and rate are determined by date of travel, not date of reservation. Children under the age of 6 must be lodged in the same room as their parents.

ARRIVAL AND DEPARTURE TIMES:

Check-in is at 3:00 p.m. Your room may not be immediately available upon your arrival. Check-out time is 10:00 a.m. Guests may request a late check-out time with extra cost at the resort, but it is not guaranteed.

FORMS OF PAYMENT:

- a) CREDIT CARDS: SkiSwissAlps accepts only MasterCard, Debit MasterCard, Debit MasterCard National, Visa, Visa Electron, V PAY.
- b) DEPOSIT/PAYMENT TERMS: Deposit: A deposit of 25% per person, must be received within the time specified at the time of booking in order to confirm your booking and avoid automatic cancellation.
- c) FINAL PAYMENT: Final payment is due 45 days before departure. For holidays or peak seasons, final payment is due 90 days before departure. If a booking is made within 45 days of departure, full payment will be required at time of booking. Failure to receive a final payment on time will subject the booking to cancellation and the imposition of cancellation charges. Certain airfare may be required to be paid in full at time of booking.

CANCELLATION CHARGES:

If you wish to cancel or revise a booking, the following charges plus the, non-refundable optional insurance and non-refundable air tickets, will be assessed for all travel.

Days prior to Departure	Cancellation Charge (per person)
61 or more	No cancellation charge
60 to 31	25%
30 to 15	50%
14 or less	100%

AIRFARE:

As a result of the Transportation Security Administration (TSA) and Department of Homeland Security (DHS) mandate, all passengers will now be required to have Secure Flight Passenger Data (SFPD) in their air reservations. In compliance with this mandate, the following information will be required as Secure Flight Passenger Data: Full Name (as it appears on the non-expired government- issued photo ID that you will use when traveling); Date of Birth; Gender; and Redress Number (if applicable). Please note, you will be unable to travel without providing the above information. Name changes will be assessed a change fee. Cancellation charges for published airfare and other special air programs may vary and are typically 100% non-refundable. Please inquire at time of booking.

TRAVEL DOCUMENTS:

Proof of citizenship, passports, visas, tourist cards, health recommendations, inoculations (where required) and compliance with customs regulations are the responsibility of the guest. SkiSwissAlps Sàrl, shall not be responsible if boarding or entry is denied or delayed or if cancellation charges are imposed or additional costs incurred as a result of the failure to provide required travel documents. All information should confirmed directly with the appropriate government consulate or tourist of office in advance of departure.

UNACCOMPANIED MINORS:

Minors must be accompanied by a parent or legal guardian. Special requirements may apply in the event a minor is traveling with a guardian or with only one parent, including but not limited to notarized parental permission. There may be special requirements and restrictions for groups of minors traveling such as chaperone ratios, damage deposits and other requirements. Please inquire for more information. If minor is traveling without legal parents, a notarized letter of consent must be submitted and signed by the legal parents. Please confirm travel requirements with the consulate.

LIABILITY:

SkiSwissAlps Sales, SARL, is the sales agent for the organized vacations. We do not own, manage, control or operate any transportation vehicle, hotel, restaurant or other supplier of services. Operators and other independent third parties provide transportation, transfers and accommodations, sightseeing excursions and certain other services (such as skiing, spa, golf, horseback riding, etc.). Such parties are independent contractors and not employees or agents of SkiSwissAlps SARL, or the Operators. All arrangements with such independent contractors are made solely for your convenience and are at the guests risk. Guests release SkiSwissAlps SARL, and the Operators from and against any claims for loss or damage to baggage or property, or for personal injuries or death, or for any loss from delay arising out of the acts, omissions or negligence of any independent contractors, including but not limited to air carriers, hotels, excursion providers, restaurateurs, transportation providers, or medical personnel. Each guest agrees to indemnify SkiSwissAlps SARL, and the Operators for all penalties, charges, losses or expenses incurred by virtue of any act, omission or violation of law by the Guest. Each Guest, or if a minor, his or her parent or guardian, shall be liable to and shall reimburse the Operator for all damage to the accommodation and its furnishings or equipment, caused by any willful or negligent act or omission on the part of the Guest. Neither SkiSwissAlps SARL, the Operators of the Vacations nor their agents, servants, or employees, nor your travel advisor assume responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services on the Vacation, including but not limited to, reservations, transportation, hotel, food, or sightseeing services, failure of aircraft, or any other means of transportation, missed connections, lost or stolen items, costs or expenses arising out of injury, gambling losses, accident or death, quarantine, disturbance, government restrictions or regulations, damage, loss or delay of

baggage or other property, inconvenience, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government actions, strike, lockouts, war, terrorism, weather, acts of God, force majeure or other factors or causes beyond our control.

PERSONAL PROPERTY:

Under no circumstances may dangerous articles such as controlled substances, rearms, explosives, cylinders containing compressed air or combustible substances, be contained in any baggage or brought into any SkiSwissAlps resort. The Operators reserve the right to refuse to permit any Guest to bring on the Vacation any item that the Operators deem inappropriate. No animals are permitted (with the exception of service animals for Guests with special needs.) Please note that safekeeping facilities in many resorts may be limited. Guests should limit the number of valuable items brought to the resorts. Property lost or stolen must be reported immediately to the Reception Desk or to a designated SkiSwissAlps employee prior to leaving the Customs area. The liability of SkiSwissAlps S.A.R.L. and the Operators for property lost, damaged or stolen shall be limited to \$500 or in accordance with the local law of the resort, whichever is less.

ITINERARY OR PROGRAM CHANGES:

The Operators reserve the right to withdraw or modify resorts, tours, itineraries, programs, sports activities or facilities at anytime without notice and without liability. During local or national holidays, certain facilities such as museums, sightseeing tours or shopping may be limited. In the event of force majeure, including but not limited to strikes, lockouts, riots, weather conditions, mechanical difficulties or for any other reason whatsoever, SkiSwissAlps S.A.R.L., and the Operators may at anytime and without prior notice, cancel, advance, postpone or deviate from any Vacation package and shall not be obliged for any loss whatsoever to any Guest by reason of such cancellation, advancement, postponement, deviation or substitution.

REFUSAL OF TRAVEL:

A Guest may be asked to leave a resort or deplane at any time without refund if (i) the Guest is unfit for travel (ii) a risk or danger to himself or herself or (iii) a disturbance or danger to others. In such event, the Guest shall not be entitled to any refund, and the Guest shall be responsible for all lodging, meals, return transportation or other expenses incurred.

CLAIMS:

You agree that (i) any claims relating to Vacations are null and void unless made in writing and sent via certified mail, return receipt requested, to the attention of SkiSwissAlps S.A.R.L. (ii) legal proceedings are time barred if not brought within one (1) year after the commencement of your Vacation; (iii) the laws of the countries where the resorts are located may govern the disposition of your claim and in some cases may limit your recovery and damages.

PHOTOGRAPH:

SkiSwissAlps S.A.R.L., and Operators have the exclusive right to include photographic, video and other visual portrayals of Guests in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without any further compensation therefore, and all rights, title and interest therein (including all worldwide copyrights therein) shall be SkiSwissAlps S.A.R.L., and Operators' property.

ERRORS:

Although every effort is made to ensure accuracy at the time of printing, SkiSwissAlps S.A.R.L., is not responsible for typographical errors or omissions. The information in this brochure supersedes all prior written material. SkiSwissAlps S.A.R.L., is not responsible for verbal misquotes.

FLIGHT CONFIRMATION:

All flight times are subject to change. Guests are required to verify departure time. For scheduled air, please call the airline directly. For SkiSwissAlps charters, please call the airline directly. Flight type will be indicated on your travel documents.

CHECK-IN:

For domestic flights, Guests are required to check-in at least 2 hours in advance. International flights require check-in at least 3 hours prior to scheduled flights time. Allow for sufficient time to check-in and pass through security and between connections to take into account delays or cancellations. Check-in times are subject to change-please make sure that you allow sufficient time to pass through all security checkpoints.

BAGGAGE:

Many airlines charge additional fees for checked and carry-on baggage. Please contact your airline carrier directly for baggage policies and applicable charges, for which the Guest is responsible.

AIR TRANSPORTATION:

SkiSwissAlps S.A.R.L., reserves the right to select the air carrier, routing and city airport from each gateway city and further reserves the right to substitute charter or commuter flight for scheduled air service. Airfares used may be based upon capacity-controlled as well as contract, promotional, non-refundable or group fares; therefore, airline tickets are highly restricted and are non-endorsable, non-transferable and may be nonrefundable. Air rates on scheduled service are subject to limited availability and certain restrictions; all routes are subject to change without notice. Land price subtracted from the package price does not necessarily reflect the true air cost. Single plane service is not guaranteed and the aircraft may make additional stops.

TRANSFERS:

Transfers between airports and resorts are on a group basis, either by train, van or taxi (at the selection of the Operators). Guests who have arranged their own air transportation must transfer at their own expense.

FLIGHT DELAY:

Most flights arranged by SkiSwissAlps S.A.R.L., operate as scheduled; however, if the final "leg" of your outbound flights (to the resort) experiences a gate departure ("off blocks") delay of 4 or more hours from the scheduled departure time, you will be compensated by a credit at the resort as follows:

Hours of delay:	resort credit (US Dollars or local equivalent)
4-6 hours	\$25
6-10 hours	\$50
10 hours or more	\$100

SkiSwissAlps S.A.R.L., and the airline reserve the right to substitute another air carrier or to change the aircraft type or capacity, and do not guarantee single plane or non-stop service. No refund will be given for such substitutions or changes.

SECURITY AGREEMENT:

Your payments are protected by a Letter of Credit obtained from J.P. Morgan Chase. UNLESS YOU FILE A CLAIM WITH US, OR IF WE ARE NOT AVAILABLE, WITH THE SECURER WITHIN 60 DAYS OF THE COMPLETION OF THE CHARTER (OR IN THE CASE OF CANCELLATION, THE INTENDED DATE OF THE RETURN FLIGHT), THE SECURER WILL BE RELEASED FROM ALL LIABILITY TO YOU UNDER THE SECURITY AGREEMENT.

CANCELLATION AND REFUNDS:

Except for Major Changes, as described below, no refund will be made for any accommodations or services included in the price which you voluntarily do not use, nor is the price or value of unused travel services exchangeable for alternative agreements. IF YOU CHANGE OR CANCEL YOUR RESERVATIONS, YOUR RIGHT TO RECEIVE A REFUND IS LIMITED. Please see the cancellations terms set forth in the brochure.

MAJOR CHANGES:

IF WE MAKE A MAJOR CHANGE PRIOR TO DEPARTURE, YOU HAVE THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND. The following are major changes: (1) A change in the origin or the destination city in the Vacation package, unless that change affects only the order in which cities in the tour packages are visited; (2) A substitute change results from a flight delay experienced by the air carrier (if delay is longer than 48 hours, it will be considered a major change. No compensation or refunds will be issued for flight delays of less than 48 hours); (3) A price increase of more than 10 percent occurring before departure. If a major change must be made in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If less than 10 days before the scheduled departure we become aware that a major change must be made we will notify you as soon as possible. WITHIN 7 DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, YOU MAY CANCEL YOUR RESERVATION AND YOU WILL RECEIVE A FULL REFUND WITHIN 14 DAYS AFTER CANCELING. If a major change occurs after departure of the flight which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment which applies to the services not accepted. IF WE MUST CANCEL THE CHARTER WE WILL NOTIFY YOU WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT NO LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If the charter is canceled, we will make a full refund to you within 14 days after cancellation.

EXPRESS MAIL ADDRESS:

SkiSwissAlps SARL. Rte Mayens de l'ours AZ 22, 1992 Les Agettes.

FOR CHARTER PARTICIPANTS ONLY

For all Guests traveling on SkiSwissAlps charter flights, the following additional information applies: AN OPERATOR-PARTICIPANT CONTRACT MUST BE SIGNED BY ALL CHARTER PARTICIPANTS AT TIME OF MAKING PAYMENT. For charter participants who pay by credit card, an Operator-Participant Contract will be forwarded out to you within three days. Please sign and immediately return the Operator-Participant Contract. Failure to timely return the Operator-Participant Contract may result in cancellation of your booking. After a SkiSwissAlps SARL., reservation is made, you or your travel advisor will receive an Operator-Participant Contract, which will include the following information, in addition to the terms and conditions set forth on your travel voucher and this brochure.

RESPONSIBILITY:

SkiSwissAlps SARL., is the principal and is responsible for all services and accommodations offered in connection with the charter flight; provided, however, that, in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any services being offered in connection with the charter. Neither SkiSwissAlps SARL., the Operators nor their agents, servants, or employees nor your travel advisor assume responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third party contractors supplying services on the Vacation, including but not limited to, reservations, transportation, hotel, food, or sightseeing services, failure of aircraft or water craft, or any other means of transportation, missed connection, lost or stolen items, costs or expenses arising out of injury, gambling losses, accident or death, quarantine, disturbance, government restrictions or regulations, damage, loss or delay of baggage or other property, inconvenience, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government actions, strike, lockouts, war, terrorism, weather, acts of God, force majeure or other factors or causes beyond our control. The total responsibility for the Operation, maintenance, and scheduling of transportation for the Vacation rests with the third party contractors providing these services. SkiSwissAlps SARL., shall not be liable for any damage, loss, delay or expense incurred during the time passengers are embarked on any aircraft, watercraft or land vehicle operated by any third-party contractors.

AIR TRANSPORTATION:

Flights are public charters. The charter operator is SkiSwissAlps SARL. SkiSwissAlps SARL., uses licenses FAA-approved international domestic and charter airlines, as indicated on your air tickets or travel vouchers. The type and capacity of the aircraft used include, but are not limited to, B737 (215 seats), B757, Airbus 319, B727 (172 seats), MD80 (133 seats) and ATRs (58 seats). Charter airlines include, but are not limited to, Alaska Airlines, Allegiant Air, American Airlines, American Eagle, Continental Airlines, Miami Air International, Bahamas Air, Jet Blue, North American Airlines, Aeromexico and Spirit Airlines. Please check with SkiSwissAlps SARL., or your travel advisor for specific details. The charter operator reserves the right to substitute scheduled air service when necessary, at no additional cost and at comparable departure times based on participation in the charter program. Passengers will be notified of any such decision no less than 19 days

Conditions of ski lessons

1. In the event of an accident, SkiSwissAlps cannot be held responsible. Each participant must have his own insurance.
2. Lessons are held in all weather. If cancelled, (e.g. storm), the lessons are not refunded but an alternative program will be proposed.
3. Our lessons are refunded with a voucher only under doctor's certificate.
4. Cancellation more than two weeks before lessons results in a full refund. Cancellation up to one week before a lesson results in a 50% charge. Cancellations less than 3 days before a lesson results in full charge for the lesson.
5. In the case of lateness or illness on the part of the client, presumed bad weather or partly shut lifts there will be no compensation. Our instructors will wait for 30 mins after the lesson start time at the designated meeting point.
6. The lessons will be cancelled if the lessons cannot take place due to shut lifts. There will be a full refund in this case.
6. Snowcare.ch is a supplement to your existing insurance and guarantees in case of lost ski days, ski pass refund, ski lesson refund, ski rental refund. It also covers as a supplement a proportion of assistance & rescue, medical & repatriation costs.
7. Swiss Law is to be used in all legal dealings between clients and SkiSwissAlps. Place of jurisdiction for any legal action against SkiSwissAlps is exclusively Sion.
8. During our lessons, we may take photographs for publicity use in our brochures, posters, website, or facebook/instagram page. If you do not agree to appear in these photos please inform us.
- 6.. Dress your children and yourself according to the weather forecast
- 7.. Helmets are mandatory for children
8. A lift pass is required for all lessons and is not included in the lesson price

Lease Conditions when renting a chalet

1. If the lease can not be executed on the scheduled date, the tenant must notify SkiSwissAlps as soon as possible. However, if it is not possible to rent the accommodation for the same period, the tenant will be required to pay the rent in its integrality. If the agreed rental period is not fully used, the tenant is still liable to pay the rent for the entire period originally agreed. Regarding premature résiliation the contract, the provisions of the Swiss Code of Obligations apply.

2. Disputes concerning the rented property must be made at the time of entry into the premises, failing to dispute, the tenant agrees that the appartement and inventory were found consistent with the contract and in good condition.

3. The tenant protects the rooms from any damage and corresponding the inventory and return them at the end of the rental period with all keys and accessories according to inventory list. Damaged or unusable items must be replaced so that the owner doesn't suffer any disadvantages.

4. In addition, the tenant agrees not to do anything that can cause damage to the house or the inventory and immediately inform the landlord of anything that appears dangerous or defective.

The appartement or cottage will be not be occupied by more number of people listed an will not be subletted.

5. The tenant is responsible for any damage caused by his fault in the house or home inventory. No object may clog the toilet and drains should be open.

6. Next to normal conditions of this contract , Articles 253 to 274 of the Swiss Code of Obligations shall apply.

7. In case of disputes relating to this contract, the court of the place of the rented object is recognized. Swiss law is decisive.