

Terms and Conditions

The following terms and conditions are an integral part of the contract that you enter in to with AlpEmotion. We ask that you read them carefully and sign at the bottom of every page in agreement. We thank you for your trust and interest in us.

Objects of the contract

AlpEmotion organises short stays in the mountains.

We are committed to:

- Organising your holiday from the beginning to the end from when you arrive in Switzerland;
- Entering into suitable contracts, including contracts for accommodation, contracts linked to your guide and transport contracts in your name and on your account;
- Providing you with all the other benefits included in the agreed and confirmed voucher.

You should note that these services, under the general rule, start from Geneva or Sion airport or from Aigle, Martigny or Sion train station. In each case, we ask you to check the journey plan. It is your responsibility to arrive in the correct place at the correct time in Switzerland previously agreed with AlpEmotion.

General notes:

No changes can be made to these terms and conditions except in the case of a written and signed agreement from the director of AlpEmotion Ltd.

AlpEmotion reserves the right to refuse any reservations. The term «ski », mentioned both below and on the website, refers to skiing, telemarking and snowboarding.

All those participating in a trip organised by AlpEmotion agree to respect safety instructions given to them by their guide or instructor. As for guides and instructors, this applies to other partners whose services have been contracted by AlpEmotion. I declare that I am fully aware of the risks involved in the activities I have signed up to take part in.

In the case in which the trip organised by AlpEmotion is at risk as a result of the behaviour of a participant that is found to be incompatible with the planned activity, AlpEmotion reserves the right to exclude any such participant from the scheduled activity and furthermore to put relative costs and charges at the expense of this participant.

Conclusion of the contract

All reservations are made with AlpEmotion Ltd, a listed company on the Commerce Register of the canton of Valais.

No contract exists until AlpEmotion has received the following:

- the acceptance and confirmation voucher signed and dated by the participant;
- these terms and conditions signed at the bottom of every page by the participant (in each case, a scanned signature is needed);

- payment confirmation of the deposit required for the stay.

In the acceptance and confirmation voucher the participant declares that he is aware of and accepts these terms and conditions. Moreover, he confirms that he has the necessary and required insurance cover.

If a participant has signed others up, he will be responsible for answering to the contractual obligations of all the participants, including himself (in particular, concerning the price of the stay).

Payment

Payment must be made via bank transfer to the **Banque Cantonale Valaisanne**

Banque Cantonale du Valais :

IBAN: CH56 0076 5000 K088 3740 7

Code SWIFT / BIC : BCVSCH2LXXX

For the attention of:

AlpEmotion Ltd
Laure Wuilleret
BP n°401
1873 Les Crosets
Switzerland

So that the contract can be concluded, your stay must be paid for in the following way:

20% on booking

50% is to be paid at least 30 days before your arrival in Switzerland.

30% is to be paid at least 2 days before your arrival in Switzerland.

Where reservations are made at the last minute: 100% is to be paid at least 3 days before your arrival in Switzerland.

Changes to prices

In certain circumstances AlpEmotion Ltd will be forced to raise the agreed price, in particular:

- If there is an increase in the price of the transport including fuel;
- If there is an increase in licence fees and taxes pertaining to particular services;
- If there is a change in the exchange rate.

AlpEmotion will contact you in writing at least 3 weeks before your agreed arrival date in Switzerland if there will be any increase in the price previously agreed on the acceptance and confirmation voucher. If this increase exceeds 10% of the agreed price, which is stated on the acceptance and confirmation voucher signed and received by AlpEmotion, the client has the right to terminate the contract in the 5 days following receipt of our communication regarding the increase in price compared to the originally agreed rate. In this situation, AlpEmotion will reimburse the deposit that has already been paid in the 30 days following receipt of written termination of the contract. The participant may decide to decline this reimbursement and instead use the paid deposit as credit for another trip organised by AlpEmotion Ltd.

Signature of participant:

Cancellations and refunds

All cancellations will be taken in to consideration on the date of our receipt of a written letter sent by post or e-mail to the attention of AlpEmotion (this must include a scanned signature of the participant). In order to avoid misunderstandings, clients should check that post has been received by AlpEmotion. Refunds will be granted in accordance with the following conditions:

| Time Limit | Refund |
|--|--------|
| 2 months (60 days) before arrival in Switzerland | 100% |
| 59-43 days | 70% |
| 42-29 days | 50% |
| 28-15 days | 20% |
| 14-0 days | 0% |

All stays commence and conclude on precise dates. No refund will be awarded in cases where a stay is cut short as the result of a late arrival or an early departure other than in exceptional circumstances. Furthermore, if you are in bad physical condition and this inhibits you from fully partaking or enjoying activities during your stay you will not be entitled to a refund.

If a participant decides not to take part in a planned activity or to return to the hotel early, no refund will be granted.

Responsibilities

1. Responsibilities of the participant

The participant assumes a complete and full responsibility for all losses, injuries, deaths or damages caused to him or others that take place during his participation in an AlpEmotion holiday. Consequently, every participant must have his own insurance that covers high risk activities that he will take part in during his stay; this must also cover third party liability (accident and illness insurance, third party insurance). Moreover, in the case of loss, damage or theft of equipment belonging to AlpEmotion, each participant will assume full responsibility.

In short, the participant must have the following insurance cover:

- Withdrawal or cancellation charge insurance (cf. art. 5, let e Law on package holidays);
- Accident and illness cover;
- Insurance that covers the costs incurred for search, rescue and repatriation or in case of sickness or accident. This will be needed in situations in which these things are not covered in your accident and illness insurance policy (cf. also art. 5, let e Law on package holidays);
- Third party insurance that includes accidents on the mountain.

If the participant does not have the required insurance to cover cancellation charges or costs for repatriation in case of accident or illness, the participant can be covered by AlpEmotion's underwriter. In such a case, this must be expressly indicated at the time the acceptance and confirmation voucher is signed. For other insurance the participant must be responsible for taking the necessary steps himself. Nevertheless, AlpEmotion is available to provide useful information regarding this.

2. Service granted by others

AlpEmotion cannot be held responsible for services that it doesn't directly run, such as the ski-lifts, itineraries chosen by guides or the services offered by hotels, hotel services, airline companies and transport companies. We therefore exclude any responsibility for services not directly run by us (article 101, paragraph 2 CO).

AlpEmotion cannot under any circumstances be held responsible for possible supplementary costs, disappointments, losses, accidents, delays, inconveniences or for any irregularities resulting from or attributable to an act or a breach by a third party.

Alterations to the programme or the termination of a contract by AlpEmotion.

1. Alterations to programme

AlpEmotion reserves the right to make changes to agreed travel programmes or to some of the agreed services if unforeseeable events require us to. AlpEmotion will however do its utmost to provide equivalent services where possible. In this situation no refunds will be granted.

2. In the case of circumstances out of our control or strikes

AlpEmotion cannot be held responsible in any situation in which it believes that a trip cannot begin or will have to be cut short as a result of circumstances out of its control (p. ex. natural disaster, political troubles, events that inhibit the trip from taking place etc.), or when there are acts of authority or strikes. Furthermore, we reserve the right to deduct from payments that we return to participants the charges already laid out. All rights to supplementary compensation are excluded.

3. Termination of contract by AlpEmotion

AlpEmotion reserves the right to terminate the contract linking it to participants at any time entitling participants to a full or partial refund depending on the stage of the booking procedure.

Information on flyers, the website or press releases

All texts and images shown on flyers, the website and AlpEmotion press releases are used as a reference as their aim is to give a general impression. The terms and conditions regarding these the above are subject to Swiss law.

Applicable laws and bylaws

The present contract is exclusively subject to Swiss law. Furthermore, in the case of a dispute, the case will be judged under the laws of the Canton of Valais in Switzerland (exclusive jurisdiction).

Date:

Participant's signature: